

# **NEGOTIATED AGREEMENT**

**Between the**

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

**And the**

**GOVERNING BOARD OF THE**

**BERRYESSA UNION  
SCHOOL DISTRICT**

**July 1, 2020 to June 30, 2023**

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## **ARTICLE 1: GENERAL PROVISIONS**

### **1.1 Agreement**

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

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

### **1.2 Recognition**

The District confirms its recognition of the Association as the exclusive representative for the unit of employees comprised of all certificated positions excluding management, supervisory, confidential, substitute, classified personnel, fixed-price service agreement employees and summer school teachers. Summer school teachers are included for the purposes of representation on compensation only.

## **ARTICLE 2: DISTRICT RIGHTS**

### **2.1 Powers and Authorities**

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

### **2.2 Discipline**

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

## **ARTICLE 3: ASSOCIATION RIGHTS**

### **3.1 Association Access Rights**

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

### **3.2 Association Meeting Tuesdays**

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

### **3.3 Association President Release Time**

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

### **3.4 Association Release Time**

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

- 3.4.1 The Association notifies the District at least forty-eight (48) hours prior to the desired release time (this time may be waived by the Superintendent).
- 3.4.2 The District is able to hire a qualified substitute.
- 3.4.3 The Association reimburses the District for the cost of the substitute.

## **ARTICLE 4: EMPLOYEE RIGHTS**

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

### **4.1 Academic Freedom**

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

### **4.2 Public Complaints**

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

### **4.3 Formal Complaints**

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

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

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

If a complaint remains unresolved after any efforts taken pursuant to section 4.3.1 above, the District will follow the appropriate Board Policy and Administrative Regulation in handling the complaint, and shall provide an opportunity for the unit member to respond to the allegations in the complaint personally or through an Association

representative. If the complaint reaches the Superintendent level of the complaint procedure, the District shall provide the unit member a copy of the complaint unless extenuating circumstances preclude sharing a copy.

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

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

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

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

#### 4.4 **Parental Classroom Visits**

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

- 4.4.2 The Site Administrator or Designee, in consultation with the unit member, shall schedule the visit in such a manner that it will minimize disruption of classroom activities and be consistent with the parent's and the unit member's schedule.
- 4.4.3 Consistent with this Section, site administrators or designees in collaboration with the site staff, shall develop appropriate rules and regulations for parent visits. Parents shall be allowed to visit their children's classrooms within a reasonable amount of time as required by Education Code Section 51101 and Board Policy/Administrative Regulation 5020.
- 4.5 **Harassment**
- The District's policies and administrative regulations regarding sexual harassment; equal employment opportunity; and other prohibited harassment shall be posted on the District's website and shall be made available to unit members as needed. The District may make changes to these policies, subject to compliance with any and all bargaining obligations of the EERA.
- 4.6 **Specialized Procedures**
- Except for cases of emergency, unit members other than qualified school nurses shall not be required to perform any medical or specialized procedure on a student. These procedures shall include, but not be limited to, specialized feeding, medical testing, diaper changing, specialized lifting, and transporting, injections, catheterization, suction procedures, gavage feeding and drainage. Teachers of students with needs for specialized procedures will be trained in order to assist in cases of emergency.
- 4.7 **IDEA, Section 504**
- To the extent allowed by law, and to the extent that students and District needs can be met effectively, the District will attempt to place students with exceptional needs so that over a period of five years, unit member workload impact will be equitably distributed within each grade level at each school site. In addition, support will be provided, including consultation and educational training with respect to students' specific needs.
- 4.8 **Special Education Handbook**
- The District will develop a handbook which will provide guidance regarding serving students with exceptional needs. This handbook shall be made available to unit members. The District will consult with the Association prior to the first publication of the document, and thereafter, before any revision.
- 4.9 **Intellectual Property Rights**
- 4.9.1 All works or products created on District time or for District pay will be considered the District's property, unless a written agreement

between the unit member and the District states otherwise. The District will receive fair compensation for the approved use of District property and equipment of the creation of marketable products.

- 4.9.2 Upon request, the District will provide the Association with a copy of any contract with an entity providing marketing or production of instructional programs/materials for the District.
- 4.9.3 Before a unit member creates any intellectual property on the District's behalf outside the unit member's regular assignment, an individual contract will be executed with the individual unit member. This agreement will be format "A1" or "A2" (if the employee is solicited to do a specific project) or "B" (if the employee presents an independent product or concept not based on District curriculum). The formats for these contracts are attached and incorporated into this Agreement as Appendix G.
- 4.9.4 The Association will be provided a copy of each proposed contract before the unit member executes the contract. The Association will have the right to represent the unit member in these discussions, and will also have the right to represent the entire unit's interests regarding the pay provisions or other working conditions.
- 4.9.5 The terms and conditions for work undertaken prior to the date of this Agreement will be completed under the terms agreed to at the outset of that work. But all work currently conducted either by the District or by a contracting entity on the District's behalf, will be converted to the above contractual format as soon as administratively feasible.

## **ARTICLE 5: ORGANIZATIONAL SECURITY**

### **5.1 Member Definition**

Any unit member who is a member of the California Teachers Association of Berryessa/California Teachers Association/National Education Association, or who has applied for membership, may sign a form developed by the Association authorizing deduction of unified membership dues, initiation fees and general assessments in the Association. Upon written submission by the Association to the designated District representative of names of unit members who have completed the Association developed dues authorization forms, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit member each month for ten (10) months.

5.1.1 Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.

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

5.1.3 Authorizations to deduct Association membership dues shall continue in effect according to the provisions of the dues authorization form developed by the Association.

### **5.2 Membership Dues**

With respect to all sums deducted by the District pursuant to Section 5.1 above, for membership dues, the District agrees to authorize the County to remit such monies to the Association. The District shall provide an alphabetical list of unit members to the Association on a monthly basis and indicate for whom such membership dues deductions are being made, and indicating any changes in personnel from the list previously furnished.

### **5.3 Association/District Agreement**

The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article. The parties agree that membership – adding new members, maintaining current members, or dropping members who complete the process with the Association to do so – is entirely a function of the Association, and no part of this Agreement may interfere with the Association membership process.

5.4 **Exclusive Rights**

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

## **Article 6: New Employee Orientation and Employee Contact Information**

### **6.1 Implementation of AB 119**

As required by Government Code Section 3557 and provisions of the Educational Employment Relations Act ("EERA," Government Code Sections 3540, et seq.), this Article provides for implementation of the new employee orientation and employee contact information provisions of Assembly Bill 119, Chapter 21, statutes of 2017.

### **6.2 Access To New Employee Orientation**

6.2.1 Notice To CTAB: The District will provide the CTAB President and Secretary not less than ten (10) days' notice of the onboarding orientation meeting (if any) held between the Human Resources Department representatives and new bargaining unit employees. If a bargaining unit member's first day of work begins less than ten (10) days after the date the employee is hired, the ten (10) day notice requirement may be reduced, and the District will instead provide as much advance notice as reasonably possible of the orientation meeting.

6.2.2 Annual New Employee Orientation: The District will provide an annual New Employee Orientation session for new employees in the bargaining unit. CTAB will be provided up to thirty (30) minutes during the New Employee Orientation session to address the new employees and provide information about CTAB. A representative of the California Teachers Association (a non-District employee) may also attend the New Employee Orientation session.

6.2.3 Additional Orientation Sessions (If Applicable): If unit member(s) are hired after the New Employee Orientation session, the District will provide notice to CTAB of the onboarding orientation meeting (if any) held between the new unit member(s) and the Human Resources Department as stated above, and shall allow a CTAB representative paid release time from work, if necessary, to spend fifteen (15) minutes with the new unit member at the end of the onboarding orientation meeting in order to provide information about CTAB. The CTAB representative (a non-District employee) may also attend the New Employee Orientation session.

### **6.3 Bargaining Unit Member Contact Information**

The District shall provide the CTAB President and Secretary with a list of names and contact information (listed below) for any newly hired unit members within 30 days of the date of hire or by the first pay period of the month following hire. The District shall also provide CTAB a list of all unit member names and contact

information on the last working day of September, January, and May. The information provided shall include the following information except for any information subject to exclusion pursuant to Government Code Section 6254.3(c):

- Employee name;
- Job title;
- FTE;
- Permanent, probationary, or temporary status;
- Department;
- Work location;
- Home address, and
- Work, home and personal telephone numbers and personal email addresses on file with the District.

## **ARTICLE 7: GRIEVANCE**

### **7.1 Problem Solving Procedures**

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

### **7.2 Grievance Alternative**

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

### **7.3 Definitions**

#### **7.3.1 Grievance**

A grievance is 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.

#### **7.3.2 Conferee**

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

#### **7.3.3 Working Day**

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

#### **7.3.4 Grievant**

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

7.4 **Procedures for Grievance**

- 7.4.1 Except by mutual agreement, failure by the employer at any level to communicate a decision within the specified time limit shall permit the grievant to proceed to the next level.
- 7.4.2 Except by mutual agreement, failure by grievant, at any level, to appeal a grievance to the next higher level within the specified time limit shall be considered acceptance of the grievance at that level.
- 7.4.3 All meetings to process grievances will be conducted in District facilities.
- 7.4.4 If the Level 2 conference with the Superintendent or designee is scheduled by the Superintendent during the instructional day, the grievant and one Association representative will receive time off from instructional duties for the purpose of processing the grievance. The grievant must be present at each conference of each level of the grievance process.
- 7.4.5 All deadlines set forth in Article 7 shall be calculated by excluding the first working day, and including the last.
- 7.4.6 The parties may, by mutual agreement, extend the deadlines set forth in Article 7.

7.5 **Level 1 – Immediate Supervisory Administrator**

- 7.5.1 Within ten (10) working days after grievant knew, or by reasonable diligence could have known, of the condition upon which the grievance is based, the grievant may present his/her grievance in writing, on the form attached to this Agreement as Appendix I, to the administrator with immediate administrative responsibilities for the position to which the grievant is assigned. The grievant shall send copies of the grievance to all conferees and the Association, and list all conferees on the grievance.
- 7.5.2 The statement of grievance shall be a clear, concise statement of the circumstances on which the grievance is based, the persons involved, and the remedy sought
- 7.5.3 Either party to the grievance shall have the right to request a meeting and may request a conferee to attend during Level 1.
- 7.5.4 The immediate supervisor shall communicate his/her decision to the unit member in writing within ten (10) working days after receiving the grievance.

7.6 **Level 2 – Superintendent or Designee**

- 7.6.1 The grievant may appeal the decision from Level 1 to the Superintendent or designee within ten (10) working days after receiving it and may request a conference between the grievant and the Superintendent or designee. The grievant shall file the Level 1 appeal in the Office of Human Resources. A copy of the appeal shall be furnished to the Level 1 supervisor and the President of the Association.
- 7.6.2 The conference shall be held and the Superintendent or designee shall communicate his/her decision to the grievant within ten (10) working days of the appeal date.
- 7.6.3 Copies shall be sent to the District-level administrator and the President of the Association. The grievant may bring a conferee to the conference with the Superintendent. An Association representative may also attend the conference with the Superintendent.

7.7 **Level 3 – Mediation**

- 7.7.1 If the grievant and/or the Association are not satisfied with the disposition of the grievance, or if no disposition had occurred pursuant to the provisions of Level 2, the Association and the District may agree to refer the grievance to mediation.
- 7.7.2 The Association and District will agree upon a mutually acceptable mediator and may request a mediator from the California State Mediation/Conciliation Service, or any other mutually agreeable recognized dispute resolution center to assist the parties in the resolution of the grievance.
- 7.7.3 If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the grievant, the Association and the District.
- 7.7.4 In the event that the Association and the District have not resolved the grievance with the assistance of the mediator within ten (10) days from the first meeting held by the mediator, either the District or the Association may terminate Level 3 and the grievance may proceed to Level 4.

7.8 **Level 4 – Arbitration**

If the grievant is not satisfied with the disposition at Level 2 or the time limits expire without the issuance of the Superintendent's written reply, the Association may, within ten (10) working days, submit the grievance to arbitration. The parties to the arbitration are the District and the Association. The Association shall submit the notice of intent to arbitrate in writing to the Superintendent and Assistant Superintendent of Personnel Services within ten (10) working days after receiving the Superintendent/designee's Level 2 decision (or if no Level 2

decision is provided within ten (10) working days after the Level 2 response due date). At the request of either party, a certified shorthand reporter shall be employed to personally record verbatim the entire hearing. The parties shall share equally the cost of the reporter. If either party desires a transcript, that party shall pay the cost of the transcript.

7.8.1 **Functions of the Arbitrator are:**

- 7.8.1.1 To hold a hearing concerning the grievance.
- 7.8.1.2 To render a written decision to the Association and the District within twenty (20) working days after the closing of the hearing.

7.8.2 **Selection of the Arbitrator**

- 7.8.2.1 Within ten (10) working days after written notice of submission to arbitration, the Association and the Superintendent will agree on a mutually acceptable arbitrator competent in the area of grievance and will obtain commitment from said arbitrator to serve.
- 7.8.2.2 In case agreement is not reached regarding an arbitrator, the California State Conciliation Service or the American Arbitration Association will be requested to supply an arbitrator list. Thereafter, the arbitrator shall be selected from the list by each party alternately striking a name, until one name remains. The party striking first shall be determined by a flip of the coin.
- 7.8.2.3 The District and the Association will share equally the payment of the services and expenses of the arbitrator.

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

- 7.8.3.1 The arbitrator shall consider only those issues that have been properly carried through all prior steps of the Grievance Procedure.
- 7.8.3.2 The arbitrator shall afford District representatives and the Union, a reasonable opportunity to present evidence, witnesses, and arguments.
- 7.8.3.3 The jurisdiction of the arbitrator shall be confined to a determination of the facts and interpretation of the provisions of this Agreement.
- 7.8.3.4 The arbitrator shall have no authority to interpret any state or federal law when the compliance or non-compliance

therewith might be involved in the consideration of the grievance or to award punitive damages.

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

7.9 **Advisory Decision**

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

## **ARTICLE 8: DISCIPLINE**

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

## **ARTICLE 9: COMPENSATION**

### **9.1 2019-2020 Salary Schedule Increases**

9.1.1 Effective July 1, 2020, all salary schedules for the 2020-2021 year shall be increased by zero percent (0%) over the 2019-20 salary schedules.

For the 2020-2021 school year, all unit members shall receive a one-time, off the schedule payment equal to three percent (3%) of their base salary which shall be paid in a separate pay warrant no later than June 10, 2021.

9.1.2 The “2020-2021 Regular Salary Schedule” is attached to this Agreement as Appendix C1.

The 2020-2021 Psychologist Salary Schedule is attached to this Agreement as Appendix C3.

The 2020-2021 Speech Language Pathologist Salary Schedule is attached to this Agreement as Appendix C4,

### **9.2 2020-2021 Y-Rated**

Notwithstanding the 2020-2021 Regular Salary Schedule that is attached as Appendix C1, unit members who were placed at any of steps 4 to 11 of Column E on April 1, 2016, shall continue to be “y-rated” and paid according to the “2020-2021 Y- Rated Salary Schedules” that is attached to this Agreement as Appendix C2.

### **9.3 Experience Movement**

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

### **9.4 Initial Salary Schedule Placement**

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

### **9.5 Rate for Hourly Work**

The District will pay for authorized extra duties and responsibilities at the compensation rate calculated as  $(.000836) \times \text{Step 1, Column C}$  of the salary schedule. The extra duties and responsibilities include the following: Welcome

Everybody Program (W.E.B.), Homework Center, and Supplemental Instruction, and other duties authorized by the District for supplemental pay.

9.6 **Professional Growth**

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

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

9.7 **Master Stipend**

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

9.8 **Doctorate Stipend**

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

9.9 **ELD Compensation**

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

9.10 **National Board Certification Compensation**

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

9.11 **Teacher Advisors/Instruction Coaches and Librarians**

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

9.12 **Program Specialists**

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

9.13 **Psychologists Salary Schedule and Stipend**

9.13.1 **Salary Schedule**

Psychologists shall be compensated according to a separate salary schedule, attached to this agreement as Appendix C3.

9.13.2 **Stipend**

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

9.14 **RSP/SDC/Adaptive PE/Counselor/School Social Worker Stipend**

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

Unit members assigned as RSP or SDC teachers shall receive an annual stipend of \$3,000 per year.

9.15 **Speech Language Pathologist Salary Schedule and Stipend**

9.15.1 **Salary Schedule:**

Speech and Language Pathologists shall be compensated according to a separate salary schedule, attached to this Agreement as Appendix C4.

9.15.2 **Stipend:**

Unit members employed prior to ratification of this 2019-2020 Agreement as Speech Language Pathologists shall receive an annual stipend of \$4,000 per year.

9.16 **Intern Support Stipends**

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

- 9.16.1 Unit members assigned as Psychologists shall be paid a stipend for providing support to psychologist interns (up to maximum of three interns) under the psychologist internship program.
- 9.16.2 Unit members assigned as Speech Language Pathologists shall be paid a stipend for providing support to SLP interns (up to a maximum of three interns) under the SLP internship program.
- 9.16.3 The stipend provided to psychologists and SLPs pursuant to this Section 9.17 shall be \$1,000 for the first intern, and \$500 for each additional intern up to a maximum of three interns (\$2,000).

9.17 **Special Activities Stipends**

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

- 9.17.1 State Test Coordinator: \$500;
- 9.17.2 Gifted and Talented Education (GATE) Coordinator: \$500;
- 9.17.3 English Language Development (ELD) Coordinator: \$500;
- 9.17.4 Middle School Extracurricular Sports Coaches: \$1,000 per season per sport;
- 9.17.5 AVID Director: \$1,500;
- 9.17.6 Middle School Activities Director: \$1,500;
- 9.17.7 Middle School Athletic Director: \$2,500;
- 9.17.8 Site Technology Lead: \$1,000; and
- 9.17.9 Unit members assigned to accompany students on overnight education trips (e.g. science camp) and unit members required to accompany students on performances requiring an overnight stay: \$200 per night

9.18 **Unit Members Assigned to Work More Than the Basic Work Year**

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

9.19 **Tuition Reimbursement for Areas of Special Needs**

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

9.20 **Professional Growth Program**

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

- 9.20.1 Graduate study for advanced degrees,
- 9.20.2 A selection of upper-division and graduate-level courses designed to improve teaching ability, or
- 9.20.3 Lower-division courses in mathematics, science, computers, and foreign language, or courses approved in advance by the superintendent or designee.
- 9.20.4 No unit member may move from one column to another on the salary schedule unless course work units are earned at a C/Pass grade or better from an accredited university or college. If the unit member has any questions regarding whether specific courses qualify for credit toward column movement, the unit member should contact the Human Resources Department, prior to taking the course.
- 9.20.5 Official transcripts must be on file in the Human Resources Department to verify column placement, and no change in salary may be approved before transcripts are received. Transcripts received by November 1 may apply toward current year's placement and salary will be adjusted to the beginning of the school term. Transcripts received after November 1, but before March 1, may apply toward current year's placement and salary will be adjusted to date the units were completed, but not earlier than the beginning of the school year. Transcripts received on or after March 1 will be recognized for column placement the following year.

9.20.6 Longevity Increments (non-cumulative)

22<sup>nd</sup> – 25<sup>th</sup> year \$2000

26<sup>th</sup> – 29<sup>th</sup> year \$3000

30<sup>th</sup> year and after \$4000

## **ARTICLE 10: FRINGE BENEFITS**

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

### **10.1 Medical Premiums**

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

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

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

#### **10.1.2 District Supplemental Benefits Contribution for Medical Premiums**

10.1.2.1 Beginning the first day of the month after the Board of Education approves and CTAB ratifies this revised 2019-2020 Agreement, the District will provide to each eligible full-time unit member a supplemental monthly contribution toward the costs of the medical plans that, when added to the District Basic Contribution in Section 10.1.1, will not exceed the following monthly amounts:

10.1.2.1.1 For unit members enrolled in employee only medical benefits plans: \$768.25.

10.1.2.1.2 For unit members enrolled in two-party medical benefits plans: \$1,536.50.

10.1.2.1.3 For unit members enrolled in family medical benefits plans \$1,928.30.

10.1.2.2 Effective with the 2020 medical benefit plan year (i.e., January 1, 2020) the District will provide to each eligible

full-time unit member a supplemental monthly contribution toward the costs of the medical plans that, when added to the District Basic Contribution in Section 10.1.1, will not exceed the monthly amounts provided in Section 10.1.2.2 plus five percent (5%) to equal the following amounts:

10.1.2.2.1 For unit members enrolled in employee only medical benefits plans: \$806.66

10.1.2.2.2 For unit members enrolled in two-party medical benefits plans: \$1,612.80.

10.1.2.3.3 For unit members enrolled in family medical benefits plans: \$2,024.72.

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

## 10.2 **Domestic Partners**

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

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

## 10.3 **Dental and Vision Premiums**

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

“High Plan” premiums for the tier in which the unit member is enrolled. Any additional premium costs shall be deducted from the unit members’ paychecks.

10.4 **Part-Time Unit Members**

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

10.5 **Section 125 Plan**

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

10.6 **Purchase Option for Retirees**

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

## **ARTICLE 11: SUMMER SCHOOL**

### **11.1 Summer School Notification**

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

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

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

### **11.2 Organizational and Curriculum Structure**

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

### **11.3 Summer School Pay Rate**

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

### **11.4 Summer School Sick Leave**

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

### **11.5 Staff Selection Criteria**

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

11.6 **Written Expectations**

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

## **ARTICLE 12: ASSIGNMENT, TRANSFER, AND FILLING OF VACANCIES**

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

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

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

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

- **By March 1:** Unit members notify the District of their desire to change assignments. Unit members will be assumed to prefer their current assignments at the school site unless they notify the site administrator of a desire to change assignments (See Section 12.2.3.)
- **By March 15:** Site administrators provide preliminary assignments of unit members assigned to their schools. (See Sections 12.2 and 12.3.)
- **By March 15:** Site administrators notify the Human Resources Office of remaining vacancies at their sites. (See Section 12.4.)
- **By March 25:** The Human Resources Office communicates to unit members a list of known vacant positions for the following year. (See Section 12.4.1.)
- **By April 1:** Unit members request voluntary transfers by April 1 by submitting written request to the Human Resources Office on forms provided for this purpose. (See Section 12.5.)
- Human Resources Office notifies unit members within 10 working days of requesting a transfer regarding the request for placement into existing vacancies. (See Section 12.5.1.)
- **By May 1:** The District notifies each unit member of the known school and grade level assignments as of May 1 (subject to change as provided in this Article 12).
- **By June 1:** Site administrators notify unit members of involuntary site-initiated transfers. (See Section 12.7.1.)
- Unit members are notified of transfers due to school closure within 15 days of the decision to close the school. (See Section 12.8.1.)
- Superintendent initiated transfers and involuntary transfers due to reduced enrollment may occur at any time with prior notice. (See Sections 12.6 and 12.7.2.)

12.1.3 The District shall notify unit members of any known vacancies for the following school year that occur before July 15 each year. The

District shall provide this notice by posting on its personnel information system (e.g. currently EdJoin) and sending an email notice to unit members at their District email addresses. Unit members who wish to apply for the vacancy shall notify the District in writing (email is sufficient) of their interest in the vacant position either through the previously submitted transfer request form identifying interest in the particular position or grade level submitted pursuant to Section 12.5.1, or by submitting a request for transfer or reassignment within two (2) workdays of the date of notice of the vacancy. For purposes of this Section 12.1.2 only, a workday is defined as a day the District office is open.

- 12.1.4 The District shall post on its personnel information system (e.g. currently EdJoin) and notify unit members by email of vacancies occurring after July 15 each year.
- 12.1.5 In the case of bargaining unit members who transfer for any reason, the District shall provide transportation and personnel to move classroom/learning materials to the new school site. In the case of involuntary transfer or an involuntary move to a new classroom within a school site, in order to inventory, pack, and move teacher property and authorized school property, teachers will be paid at the hourly rate for work authorized to be performed on weekends or non-school days and after the last bell ending the regular school day for all students, up to a maximum of twenty (20) hours. All administratively initiated moves within school sites and to other school sites will be paid by the District.
- 12.1.6 The District will provide unit members with formalized written channels whereby all personnel may express their interest regarding transfers as set forth in this Article 12.
- 12.1.7 Nothing in Article 12 shall be implemented in a manner inconsistent with the requirements of Education Code Section 35036. (Copy attached as Appendix J.)
- 12.1.8 Notwithstanding any provisions of this Article, the site administrator of any school ranked in deciles 1 to 3 inclusive on the Academic Performance Index may refuse to accept a teacher who applies for a transfer to a vacancy in the site administrator's school.
- 12.1.9 Nothing in this Article limits the Governing Board's authority to make transfers, assignments, and reassignments pursuant to Education Code 44955.

12.2 **Assignment of Unit Members**

- 12.2.1 Unit members shall not be assigned arbitrarily or capriciously.
- 12.2.2 Unit members new to the District shall receive assignment from the Human Resources Office. All other unit members will be assigned annually by the site administrator or the appropriate supervisor.
- 12.2.3 A unit member will be assumed to prefer his/her current assignment at the school site unless that unit member notifies the site administrator of a desire to change assignment. This interest in change of assignment must be submitted by March 1.
- 12.2.4 By March 15 the site administrator shall provide all unit members with their preliminary assignments for the following school year.

12.3 **Reassignment**

- 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 shall not apply to unit members assigned to middle schools. Only subsection 12.3.3 of section 12.3 (Reassignment) applies to middle schools.
- 12.3.2 Definition for elementary schools only: Reassignment is the change of assignment within the same elementary school building or site. At the elementary school level, unit members serving as regular education classroom teachers are assigned to a particular grade level(s).
- 12.3.3 Unit members requesting reassignment within a school shall be given priority placement into open assignments within the school before outside voluntary transferees are considered. In all instances, for the purposes of selection between two or more unit members with the required credential for a vacant position, all factors being equal, the more senior member will be selected. In the determination of equality between two or more unit members who have requested reassignment, the site staff shall consider: special program needs, the applicant's special training, academic preparation, and experience of each unit member.
- 12.3.4 The District shall not reassign unit members for arbitrary or capricious reasons.
- 12.3.5 At the written request of the unit member, the District shall provide the reasons for the reassignment in writing.

- 12.3.6 Except when the needs of the District require it or the unit member requests a change in assignment, a unit member in an elementary school assignment will not be subject to reassignment more often than once in two consecutive school years. Assignments to and from combination classes at the elementary school level are governed by subsection 12.3.8. (See also subsection 12.3.8 regarding combination classes.)
- 12.3.7 Whenever possible, a unit member shall be given at least ten working days' notice of a reassignment.
- 12.3.8 A unit member reassigned during the school year (i.e. after the student school year has begun) shall be allowed at least three (3) days of release time for the purpose of preparing for the new assignment. The unit member shall receive assistance in moving materials, or shall receive hourly pay for authorized time spent moving as specified in 12.1.3.
- 12.3.9 Elementary school site administrators will discuss the assignment of regular education combination classes with certificated staff before making such assignments. Elementary school site administrators will seek volunteers to teach combination classes before making decisions to assign unit members to teach combination classes. Elementary school site administrators shall consider volunteers to teach combination classes before making assignments to combination classes, but shall not be required to select the volunteer. Unless the needs of the District and students call for it, probationary unit members will generally not be assigned to teach elementary school combination classes. An elementary school unit member assigned to teach a combination class pursuant to this subsection who requests a change in assignment to a single grade pursuant to subsection 12.2.3 shall be reassigned to a single grade in the following school year if at all possible. This subsection 12.3.9 does not apply to special education classes containing students from more than one grade level or age level.

#### 12.4 **Transfer Between School Sites**

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

school site (Section 12.3.3); and individuals who seek voluntary transfers (Section 12.5).

12.4.2 Unit members shall not be transferred arbitrarily or capriciously.

12.5 **Voluntary Transfer Between School Sites**

- 12.5.1 Unit member requests for transfer between schools shall be in writing on forms obtained from the Human Resources Office. Such requests must be submitted to the Human Resources Office by April 1. The Human Resources office will provide a copy of the form to the site administrator where the vacancy exists. These requests shall include the school, the grade and/or subject to which the teacher desires to be assigned. A unit member requesting a transfer shall be notified by the Human Resources Office within 10 working days of the request regarding the request for placement into vacancies existing at the time the transfer request was made.
- 12.5.2 It shall be the responsibility of the Human Resources Office to process all transfer requests. In determining which teacher shall be transferred, the Human Resources Office shall give consideration to any special program needs, and the applicant's special training, professional skills, academic preparation, experience in the grade level of vacancy, experience in related fields and length of service in the District.
- 12.5.3 In all instances, for the purposes of selection between two or more unit members, with the required credential for a vacant position, all factors being equal, the District shall select the more senior member if the selection decision is made on or before April 15 for the following school year. As required by Education Code Section 35036, after April 15, the seniority priority described in this subsection shall not apply. In the determination of equality between two or more unit members who have applied for an open position, the District shall consider: special program needs, the applicant's special training, academic preparation, experience, competencies, past evaluations, and advanced degrees of each unit member.
- 12.5.4. The Human Resources Officer shall provide unit members requesting a transfer from one school to another with a written statement regarding the status of their request within ten (10) working days after receipt of the transfer request. Written notice will also be given upon final decision.
- 12.5.5 In those cases where the needs of the District make it necessary to deny the request of the unit member, it shall be the responsibility of the Superintendent or his/her designee to make the reasons for such denial clear to the unit member requesting transfer. At the unit member's written request, the District shall provide the reasons for the denial in writing.

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

12.6 **Involuntary Transfer Due to Reduced Enrollment**

- 12.6.1 In those cases where transfer or reassignment is necessary, during the school year, it shall be the District's policy to: (1) give first consideration to voluntary transfers or reassignment, (2) seek such changes through consultation with individuals requested to transfer or be reassigned, (3) provide ample time to make necessary arrangements for such transfer or reassignment, and (4) in the case of involuntary transfer, the site administrator shall first seek volunteers. If no volunteers are found, the site administrator must select the least senior unit member (based on the District's Certificated Seniority List).
- 12.6.2 The Human Resources Officer shall provide a unit member transferred under this policy with a listing of current openings in the District and make reasonable effort to find a satisfactory reassignment similar to the one vacated.
- 12.6.3 In no event shall transfer or reassignment of a certificated unit member be initiated, prior to a conference with the unit member being transferred. No information regarding the decision to transfer or reassign shall be publicized prior to a conference with the unit member.

12.7 **Involuntary Transfers**

12.7.1 **Site Administrator Initiated Transfer**

- 12.7.1.1 The site administrator may request the transfer of a unit member. Such a request shall be initiated with a conference between the unit member and site administrator.
- 12.7.1.2 The unit member may be accompanied by a representative. This conference and notification must take place by June 1.
- 12.7.1.3 The following criteria must be used in determining a decision to administratively transfer a unit member: (1) warning with documentation of behavior; and (2) intervention(s) with documentation. These steps must be taken prior to notifying a unit member of administrative transfer.
- 12.7.1.4 The conference shall be summarized in writing by the site administrator with copies sent to the unit member, the representative, and the Superintendent or designee.

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

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

12.7.2 **Superintendent Initiated Transfer**

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

12.8 **Transfer Due to School Closure**

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

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

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

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

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

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

12.8.2 **Moving Assistance for Unit Members Transferred Due to School Closure**

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

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

## **ARTICLE 13: CLASS SIZE**

The changes to this Article 13 made in settlement of 2019-2020 negotiations shall be effective on the first day of the month after the District governing board and CTAB have approved the revised agreement.

### 13.1 **Staffing**

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

13.1.1.1 22:1 at TK level;

13.1.1.2 24:1 at K-3 level

13.1.1.3 30.5:1 at grades 4-5 level; and

13.1.1.4 32:1 at the middle school.

13.1.1.5 There shall be no TK/K combination classes.

13.1.1.6 22:1 K/1 combination classes

13.1.1.7 29:1 4/5 combination classes

### 13.1.2 **Staffing Ratio Calculation**

#### 13.1.2.1 **Grade TK**

For purposes of determining the grade TK staffing ratio, divide the total enrollment at the school in grades TK by 22. The resulting quotient represents the number of teachers necessary to maintain the 22:1 staffing ratio. If the quotient is not a whole number, it will be rounded up if any fractional amount is equal to or greater than 0.5, and rounded down if any fractional amount is less than 0.5. The 22:1 staffing ratio will be deemed met if the school's total TK enrollment at the school divided by the number of teachers assigned to teach grades K-3 is 22.49 or less.

#### 13.1.2.3 **Grade K-3**

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

total K-3 enrollment at the school divided by the number of teachers assigned to teach grades K-3 is 24.49 or less.

#### 13.1.2.3 **Grade 4-5**

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

#### 13.1.2.4 **Grade 6-8**

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

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

Pursuant to Education Code Section 42238.02 (d) (3), the parties agree to an alternative annual average class enrollment requirement for each school site in grades TK-3, including Transitional Kindergarten, as set forth in this Section 13.1.3. The regular TK-3 staffing ratio defined in Section 13.1.1.1 may be exceeded at a school site if the District makes the class size payments required by Sections 13.2.5.1 and 13.2.5.2. The alternative annual average class enrollment authorized by this Section 13.1.3 shall not be more than two (2) students above the regular TK-3 staffing ratio set forth in Section 13.1.1.1 (i.e., no more than 24:1 for TK, 26:1 for K-3, and 24:1 for K/1 combination classes).

Within fifteen (15) days of the District's request, CTAB agrees to reopen negotiations on the TK-3 alternative ratio if any audit guidelines, regulations issued by the State Board, or directives from the State Department of Education or State Controller's office are

issued that are inconsistent with the language set forth in this Article 13.

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

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

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

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

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

## 13.2 **Class Size Overage Payments**

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

13.2.1.1 Unit members assigned as classroom teachers in TK or a K/1 combination class shall be paid \$10 per student per day for each student in excess of 22 students in the class.

13.2.1.2 Unit members assigned as classroom teachers in grades K-3, shall be paid \$10 per student per day for each student in excess of 24 students in the class.

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

Unit members assigned as classroom teachers in grades 4-5 shall be paid \$10 per student per day for each student in excess of 31 students in the class. Unit members assigned as classroom teachers in a grades 4/5 combination shall be paid \$10 per student per day for each student in excess of 29 students in the class.

13.2.3 **Combination Class Calculation:**

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

13.2.4 **Middle School Grade-Level Staffing/Class Size Payment**

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

- 160 students in required core classes in math, science, English language arts, social sciences, and any English Language Development classes in these required core subjects;
- 180 students in physical education classes;
- 170 students in elective classes other than music;
- 210 students in music classes.

The middle school class size payment shall be \$2 per day per student in excess of the number of students listed above. The student thresholds listed above shall be prorated if the teacher is assigned to teach classes in more than one of the subject areas listed above.

13.2.5 **General Class Size Payment**

- 13.2.5.1 The District will endeavor to balance class enrollments at grade levels at each school to the extent such balancing is reasonably practicable and meets the needs of the District and students' instructional needs.
- 13.2.5.2 No class size payments shall be assessed during the first twenty (20) student instructional days of each school year. (This does not apply to SDC class size payments required under Section 13.3.5 which begin on the first day of school.)
- 13.2.5.3 Class size overage payments will be calculated on a daily basis, and included on the end of month pay warrant for the month during which the overage occurs, or the immediately following month.
- 13.2.5.4 All class size payments shall be prorated for part-time teachers.

13.3 **Provisions for Special Education Teachers**

- 13.3.1 The District will follow the caseload limits for Resource Specialist as set forth in Education Code 56362 (28).
- 13.3.2 The District will follow the instructional adult to child ratios for 3-5-year-olds to the extent required by Education Code 56441.5 (1 to 5).
- 13.3.3 K-8 Speech Language Pathologists (SLP) therapists shall have a caseload not to exceed 55 unless Education Code 56363.3 is revised. The caseload shall not exceed the number specified in the Education Code.
- 13.3.4 Speech Language Pathologist (SLPs) who serve 3-5-year-olds shall have a caseload not to exceed 40 unless Education Code 56441.7 is revised. The caseload shall not exceed the number specified in the Education Code.
- 13.3.5 If Special Day Classes exceed the following maximums, the District shall pay the teachers in those classes the amounts specified in Section 13.3.5.3.
  - 13.3.5.1 Moderate to Severe (in all schools): 10 students per teacher.
  - 13.3.5.2 Mild to Moderate (in elementary schools only): 13 students per teacher.
  - 13.3.5.3 If the number of students assigned to Special Day Classes exceeds the amounts specified in Sections 13.3.5.1 and 13.3.5.2, the teachers assigned to those classes shall receive a payment of \$20/student/day for each student in the Special Day Class over the specified amounts. In addition to the payment required by this Section 13.3.5.3, if the number of students assigned to an SDC class exceeds the amounts specified in Sections 13.3.5.1 or 13.3.5.2 by one (1) or more students, the Special Education Director shall, upon the request of the affected SDC teacher, meet to discuss options for providing additional support to the SDC teacher in serving the students assigned to the SDC class.

## **ARTICLE 14: HOURS, RESPONSIBILITIES, WORK YEAR**

### **14.1 Work Day and Responsibilities**

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

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

14.1.2.1 280 minutes TK-3

14.1.2.2 300 minutes 4-5

14.1.2.3 260 minutes 6-8

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

14.1.3.1 Implementing the classroom instructional program with students;

14.1.3.2 Planning for the implementation of the classroom instructional program;

14.1.3.3 Planning and implementing extracurricular activities for students;

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

14.1.3.5 Reporting to parents and students on student progress;

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

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

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

14.1.3.9 Adjunct duties as defined in Section 14.2 below.

### **14.2 Adjunct Duties**

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

- 14.2.2 Required District-wide adjunct duties include, but are not limited to, department leadership, site council membership, and leadership team.
- 14.2.3 Required Site adjunct duties will consist of those duties that are decided by the staff in collaboration with the site administrator.
- 14.2.4 The leadership team at each site in collaboration with the site administrator will annually determine the fair and equitable distribution of adjunct duties.
- 14.2.5 In determining the distribution of adjunct duties, the leadership team and site administrator shall consider the additional workload associated with special education unit members' regular professional responsibilities and make appropriate adjustments. Such adjustments may include a decision not to assign adjunct duties to special education unit members.
- 14.2.6 Special education teachers who have not attained permanent status will not be required to perform adjunct duties.

14.3 **Lunch Period**

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

14.4 **Preparation Periods and School Schedule**

- 14.4.1 The middle school schedule shall include:
  - 14.4.1.1 A 6-period day schedule including 5 instructional periods and 1 period set aside exclusively for teacher preparation and planning.
  - 14.4.1.2 In addition to (1) above, 1 homeroom/advisory period shall be included in the middle school schedules.
- 14.4.2 Elementary special day class and middle school RSP/SDC teachers shall receive the equivalent of six (6) days per year of release time which shall occur on unit member work days during the student instructional year (can be broken into half days) to provide additional time to be used for IEPs, testing, and related special education duties. The release time must be requested at least ten (10) days in advance, is subject to approval of the site administrator, and may not be taken adjacent to scheduled school holidays or vacation breaks.
- 14.4.3 Pre-K, and TK-8 teachers will be provided preparation time on at least 18 days per school year when students are released early. This time will be reserved exclusively for teacher preparation. Other early released days will be utilized for activities determined by the District.

- 14.4.4 Teachers in grades 4-5 will be provided two 50-minute preparation periods during each full week of instruction. Grade 4-5 teachers will be encouraged by the parties to develop a core curriculum approach to further reduce the requirement for multiple subject preparation.
- 14.4.5 Teachers teaching in the SEAL program shall have six (6) release days available which shall occur on unit member work days during the student instructional year for preparation and planning activities directly related to the SEAL program.

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

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

14.6 **Schedule Development**

- 14.6.1 Each site staff in collaboration with the site administrator shall:
  - 14.6.1.1 Develop a daily and weekly schedule that provides for the required minutes of instruction and lunch time.
  - 14.6.1.2 Establish the frequency and length of staff meetings, and establish the guidelines for development of the agenda. However, the site administrator may call special school level staff meetings in an emergency (see Appendix B).
  - 14.6.1.3 Develop and implement a process to place students equitably at each grade level based upon their unique needs.
  - 14.6.1.4 Establish a break/yard duty schedule that is equitable and promotes staff wellness.

14.6.2 See Appendix B for collaboration definition.

14.7 **Voluntary Activities**

All supplemental pay activities and special activities stipends listed in Article 9, Sections 9.6 and 9.18 are voluntary. If no unit members volunteer, the District shall make all reasonable efforts to find non-unit District employees or persons not employed by the District to perform the duties. If the District cannot meet the identified student needs through these efforts, the site administrator may assign the duty to unit member(s). Performance of these extra duties will not be considered in the equitable allocation of the adjunct duties.

14.8 **Work Year**

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

14.8.1.1	Psychologist	194
14.8.1.2	Program Specialist	194
14.8.1.3	Counselor	194
14.8.1.4	Librarian	194
14.8.1.5	Nurse	196
14.8.1.6	Teacher Advisor/Instructional Coach	192
14.8.1.7	School Social Worker	186

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

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

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

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

- 14.8.5 For the Psychologists, Resource Specialist, Special Day Class teachers, and Speech Language Pathologists the District will budget a pool of extra paid days that these unit members may utilize. Individual requests for such days must be submitted by the unit member to the Director of Special Education with a copy to the immediate supervisor. The Director of Special Education has the discretion to approve or deny requests, and shall respond to requests for approval within five (5) working days after receipt. The additional days will be paid at the per diem rate.
- 14.8.6 For the 2017-18, 2018-19, and 2019-20 years only, the work year for unit members who are assigned to a 183 or 184 day work year pursuant to Section 14.8.1 shall be increased by two (2) days from 184 to 186 days for new unit members and 183 to 185 days for returning unit members, and unit members shall be paid at the per diem rate for each of the two additional work days during the 2017-18, 2018-19, and 2019-20 years only as stated in Article 9.4. Beginning July 1, 2020, the work year shall return to 183/184 work days and the unit members' salary will reflect that change according to Article 14.8.2

14.9 **Work Calendar**

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

14.9.2 **Development of Work Calendar**

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

14.10 **Elementary School Parent Conferencing**

- 14.10.1 Parent conferencing on student progress shall be scheduled and performed before or after the regular school day during a three-week period designated by the site staff in collaboration with the site administrator in each of the first and second trimesters or quarters unless the staff and the site administrator at the school site agree to schedule parent conferences on ten (10) minimum days (5 days in the fall and 5 days in the spring to be agreed upon prior to the end of school in the previous year) and adjust the remaining school days sufficient instructional minutes to meet the minimum annual instructional minute standard for students.
- 14.10.2 Each teacher shall submit the schedule of parent conferences to be held at the school site in writing to the teacher's principal prior to the

start of each conference period. Teachers shall provide all parents with an opportunity to schedule a conference. Parent conferences shall be scheduled where special needs and concerns are present.

- 14.10.3 The District will provide teachers in grades 4 through 5 with release time for two (2) additional parent conferencing days, one in the fall, and one in the spring. The school site administrator will schedule these days in order to ensure the employment of substitute teachers. The District will make all reasonable efforts to adhere to the established substitute schedule, and will not arbitrarily cancel the scheduled substitutes.

14.11 **Instructional Minutes Per Day and Year**

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

14.11.1.1 **Transitional Kindergarten**

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

14.11.1.2 **Kindergarten**

An average of 260 minutes of instruction daily excluding recess, and a minimum of an annual total of 360 additional minutes of contingencies. The students' instructional day shall be no less than 240 minutes.

14.11.1.3 **Grades 1, 2, 3**

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

14.11.1.4 **Grades 4 & 5 and Alternative 6, 7, 8**

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

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

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

14.11.2 **Extension of Kindergarten Day**

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

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

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

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

- Individualized student assessments using District-required assessments and related assessment methods;
- Conferences with parents regarding their students' needs and placement; and
- Related activities to prepare the instructional program.

14.11.2.2 **Instructional Support for Extended Day Kindergarten**

In order to assist Kindergarten teachers to meet the needs of Kindergarten students during the longer day beginning in the 2018-2019 school year the District will provide direct instructional support (e.g. by assigning a classified instructional assistant or similar instructional support provider) to students in each Kindergarten class for 2.5 hours per day on Mondays, Tuesdays, Wednesdays, and Fridays, and 1.0 hours on Thursdays. In the event the assigned instructional support provider is temporarily absent or unavailable, the District will make reasonable efforts to secure a substitute or arrange for comparable alternate instructional support.

14.11.2.3 **Planning Time for Kindergarten Teachers**

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

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

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

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

14.11.3 **Transitional Kindergarten Intervention/Enrichment**

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

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

14.11.3.1 **Instructional Support for Transitional Kindergarten**

In order to assist TK teachers to meet the needs of TK students, the District will provide direct instructional support (e.g. by assigning a classified instructional assistant or similar instructional support provider) to students in each TK class for 2.5 hours per day on Mondays, Tuesdays, Wednesdays, and Fridays, and 1.0 hours on Thursdays. In the event the assigned instructional support provider is temporarily absent or unavailable, the District will make

reasonable efforts to secure a substitute or arrange for comparable alternate instructional support.

14.11.4 **Minimum Days**

The Superintendent may authorize minimum school days as defined in the California Education Code for parent-teacher conferences, in-service education and special events. If minimum school days are authorized, students shall be provided at least the same number of annual instructional minutes specified in this Section or required by law.

14.12 **Substitute Services**

14.12.1 **Middle School Level**

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

14.12.2 **Elementary School Level**

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

14.13 **Additional Assignments**

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

14.14 **Professional Development**

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

## **ARTICLE 15: EVALUATION**

### 15.1 **Evaluation Purposes and Goals**

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

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

### 15.2 **Evaluation Frequency**

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

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

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

15.2.2.1 **Five-Year Cycle:** As allowed by Education Code Section 44664(a)(3), with the mutual agreement of the evaluator and unit member, a permanent unit member may be evaluated at least every five (5) years if he/she has been employed at least ten (10) years with the District, and whose previous evaluation rated the unit member as meeting standards. The evaluator or the unit member may withdraw consent for this five-year evaluation option at any time. The Certificated Evaluation 5-Year Cycle Form shall be signed by both parties by September 25 to initiate the five-year evaluation cycle. (See form in Appendix E.)

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

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

15.2.4 **Unit Members on Assistance Plan**

Unit members who are on Assistance Plan shall be evaluated every year until the overall evaluation rating is “Meets Standards.”

15.3 **Evaluation Timelines**

15.3.1 **On or before September 15:** All unit members who will be formally evaluated that school year will be notified and informed of who the designated evaluator will be, and shall be provided with a copy of Appendix E. Unit members who received Does Not Meet Standards in prior year’s evaluation shall receive an Assistance Plan by September 15 (see Section 15.14)

15.3.2 **On or Before September 25:** If mutual agreement is reached, the Certificated Evaluation 5-Year Cycle Form shall be signed to allow evaluation on the 5-year cycle pursuant to Section 15.2.2.1.

15.3.3 **On or Before October 1/October 15:** Unit members eligible for and proposing the Alternative Evaluation Option (Section 15.6) submit requests to use such option to the designated evaluator no later than October 1 using the Certificated Alternative Evaluation Form. The designated evaluator shall approve or deny the request by October 15.

15.3.4 **On or Before October 15:** The pre-evaluation planning conference between evaluator and individual evaluatee shall take place by October 15 of the year in which the evaluation is required. The purpose of this conference is to review the standards/indicia and rating system set forth in the evaluation form.

15.3.5 **On or Before December 15:** A midyear preliminary review shall be held in the year of the scheduled evaluation for all non-permanent unit members.

15.3.6 **On or Before January 31:** The first formal observation for non-permanent unit members shall be completed.

15.3.7 **On or Before February 1:** A midyear review is optional for permanent unit members. To request a midyear review, the evaluator or permanent unit member shall provide written notice of the request to the other person by February 1.

- 15.3.7.1 **On or Before February 15:** If a midyear review has been requested pursuant to Section 15.3.7, the midyear review shall be held by February 15.
- 15.3.7.2 **On or Before March 1:** Any unit member who the evaluator determines is at risk of receiving an overall unsatisfactory final evaluation (“Does Not Meet Standards”) shall be notified in writing of this fact in a conference and informed of the evaluator’s concerns.
- 15.3.7.3 **On or Before April 15:** Second formal observation shall be completed for non-permanent unit members. For permanent unit members, if the evaluator decides to conduct formal observation(s), the formal observation(s) shall be conducted by April 15.
- 15.3.7.4 **30 Days Before Last Day of School:** Final written evaluation must be given to unit members being evaluated.

#### 15.4 **Evaluation Criteria**

- 15.4.1 The District shall evaluate and assess certificated unit members’ performance as it reasonably relates to:
  - 15.4.1.1 The progress of students toward the District’s content standards, and if applicable, the state adopted academic content standards as measured by state adopted criterion referenced assessments;
  - 15.4.1.2 The instructional techniques and strategies used by the unit member;
  - 15.4.1.3 The unit members’ adherence to the District’s curriculum;
  - 15.4.1.4 The establishment and maintenance of the learning environment;
  - 15.4.1.5 The unit member’s ability to communicate effectively;
  - 15.4.1.6 The fulfillment of professional responsibilities.
- 15.4.2 For non-instructional unit members, or for unit members without a case load, the District shall evaluate and assess their performance as it reasonably relates to the fulfillment of the job responsibilities as set forth in the appropriate job descriptions.
- 15.4.3 The California Standards for the Teaching Profession (CSTP) shall be utilized to evaluate teachers on criteria 15.4.1.2 through 15.4.1.5 listed above. The parties shall meet and negotiate as needed to update the evaluation forms to reflect changes to the CSTP.

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

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

- 15.5.1 The formal classroom observation must be completed with the accompanying standard observation form to follow within five working days. This observation must be a minimum of twenty (20) minutes in length and a maximum of forty-five (45) minutes. Observations of middle school unit members may last the length of a standard instructional period. The observation may be for a longer period of time if mutually agreed to by the evaluatee and the evaluator.
- 15.5.2 Each evaluator must conduct at least two formal observations for non-permanent unit members. The first formal observation shall be completed by January 31, and the second formal observation shall be completed by April 15.
- 15.5.3 Formal observations will be reduced to writing and made available to the evaluatee within five (5) working days of their occurrence. The evaluator and the evaluatee shall hold a post-observation conference within ten (10) working days after the formal observation. Evaluators shall use the standard formal observation form attached in Appendix E. The completed observation form shall not be part of the final evaluation.
- 15.5.4 Formal observations shall be scheduled at least two (2) school days in advance.
- 15.5.5 Formal observations are not required for permanent unit members, but the evaluator's decision not to conduct a formal observation shall not excuse the evaluator from meeting the required documentation required for any "Does Not Meet Standards" rating.
- 15.5.6 If the evaluator elects to conduct formal observations of a permanent unit member, the procedures and timelines for formal evaluations in Section 15.5 shall be followed, and any such formal observation(s) shall be completed no later than April 15.

## 15.6 **Alternative Evaluation Procedures**

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

- 15.6.1 **Purpose:** The alternative evaluation process encourages unit members to emphasize professional development and personal growth through the evaluation system. The process offers unit members an alternative to the regular evaluation process. The process is flexible in order to encourage unit members to grow in self-chosen areas of interest that

promote and relate to student learning and instructional leadership through individual or group efforts. The goals, objectives, projects and criteria established under the alternative assessment process serve as the certificated performance evaluation in lieu of the standard evaluation.

- 15.6.2 **Eligibility for Participation:** Permanent unit members with a minimum of five (5) years of effective certificated experience in the District (as evidenced by evaluation ranking the unit member as meeting standards) may, with mutual agreement of the evaluator, participate in the alternative evaluation process. Unit members must submit a request to participate in the alternative evaluation procedure by October 1, and the evaluator must approve or deny the request by October 15. The request to participate should explain how the proposed alternative evaluation relates to any areas of District focus for the year. If the request is denied, the evaluator shall provide the reasons for denial in writing to the unit member.
- 15.6.3 **Alternative Evaluation Plan:** At the pre-evaluation conference held in compliance with timelines established in Section 15.3.3, the unit member and the evaluator shall meet, discuss and mutually agree upon the evaluation plan, including all requirements and timelines. In developing and approving the alternative evaluation plan, the unit member and evaluator shall review and discuss the California Standards for the Teaching Profession as set forth in the regular evaluation form, as well as any areas of District focus for the year. Evaluators and unit members are encouraged to be creative and take risks when developing the plan. The unit member and the evaluator will schedule evaluation updates throughout the evaluation period, including but not limited to the conferences described in Section 15.3. The agreed-upon evaluation plan may extend beyond the traditional school year cycle and the final evaluation conference may be extended by mutual agreement.
- 15.6.4 **Basic Requirements:** While participating in the alternative evaluation process, unit members continue to be responsible for meeting the job requirements, and meeting State and District standards, including those required by the Education Code and set forth in Section 15.4.1 above.
- 15.6.5 **Final Evaluation:** At the conclusion of the alternative evaluation period, the unit member shall present to the evaluator the results of the agreed-upon evaluation plan. The evaluator shall review the results and complete a summary evaluation form for inclusion the unit member's file.
- 15.6.6 **Modification of Plan:** Upon mutual agreement between the unit member and the evaluator, the alternative evaluation plan may be modified during the year, or the unit member may change to the regular evaluation process. In the event of a change to the regular

evaluation process, appropriate timelines and requirements will be mutually established to meet, as closely as reasonably possible, the requirements of the regular evaluation process.

15.7 **Evaluation as A Continuous Process**

15.7.1 The evaluator is expected to address significant concerns and deficiencies with the unit member throughout the year and shall not unreasonably “hold” such concerns for the final evaluation.

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

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

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

15.8 **Evaluators for Itinerant and Non-Classroom Unit Members**

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

15.8.2 For non-classroom unit members who do not have a regular caseload (e.g., nurses, counselors, psychologists, program specialists, librarians, and teacher advisors/instructional coaches, school social worker), the Superintendent or designee shall assign the evaluator who shall be responsible for the evaluation, including meeting with the evaluatee for planning purposes, for convening all evaluation conferences, for completing and signing all evaluation forms, and for obtaining input

from all the appropriate administrators to whom the employee is assigned.

## 15.9 **Ratings**

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

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

15.9.1.1 For the purpose of evaluating a teacher's performance as it reasonably relates to *student progress pursuant to Section 15.4.1.1*, "meets standards" shall mean that the teacher in the aggregate has moved the students the equivalent of one year of progress from the starting point at the beginning of the school year.

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

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

15.10 **Required Comments and Supporting Data**

- 15.10.1 Any designation of “below standards” must be accompanied by a written comment that memorializes an event or fact that either the evaluator observed or that is supported by data that is referenced.
- 15.10.2 The student’s progress in achieving the District’s grade level content standards shall be determined by multiple measures. These shall include the individual teacher’s written report card assessment, any testing device that measures the progress on District and state content standards, and in those instances where applicable, the state criterion referenced exam. Norm referenced tests may not be used to evaluate unit members.

15.11 **General Evaluation Guidelines**

- 15.11.1 The evaluator and evaluatee shall sign all forms. Such signature does not constitute agreement with the judgments of the evaluator, but only that the evaluatee has read the evaluation document and received a copy.
- 15.11.2 Forms used at all stages of the Evaluation process must be mutually agreed upon by the District and the Association and are contained in Appendix E. If there is a conflict between Article 15 and Appendix E, then Article 15 takes precedence.
- 15.11.3 Evaluatees shall have the right to attach written comments to any evaluation documents.
- 15.11.4 An evaluator shall not base his/her evaluation of a unit member on information that the evaluator has not verified, substantiated, or corroborated.
- 15.11.5 The evaluator shall not include elements in the evaluation that constitute harassment or discrimination prohibited by law or District policy.

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

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

15.13 **Problem Solving Procedures**

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

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

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

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

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

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

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

15.14.1.2 Description of measurable improvement required to meet District standards;

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

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

15.14.2 A unit member with permanent status whose most recent final performance evaluation contains an overall "Does Not Meet Standards" including this rating in the areas of subject matter knowledge, teaching strategies, or teaching methods and instruction, must participate in the Peer Assistance Program, attached as Appendix

I, until the unit member receives a positive evaluation or the District determines that further participation is no longer warranted.

**15.15 Unit Member Files**

- 15.15.1 Copies of a unit member's Summary Certificated Personnel Evaluation Report shall be filed only in the District Human Resources Office and the evaluator's office. These files are open for inspection by the unit member and/or a designated representative having the unit member's written authorization.
- 15.15.2 Information of a derogatory nature shall not be entered or filed unless or until the unit member is given notice and an opportunity to review, to comment, and sign an acknowledging receipt.
- 15.15.3 A unit member shall have the right to attach written comments to any derogatory statement. A unit member may review the file during normal Human Resources Office hours.
- 15.15.4 If such derogatory information is placed in the unit member's personnel file in the District Human Resources Office, the unit member shall have the opportunity to review and respond to the information within a reasonable amount of time during normal Human Resources Office hours.
- 15.15.5 Employee's files are confidential. Governing Board members may only review an employee's file at a duly constituted personnel session of the Governing Board.

## **ARTICLE 16: LEAVE PROVISIONS**

### **16.1 Sick Leave**

- 16.1.1 Unit members shall be granted sick leave at the rate of one day for each month of employment, but not to exceed twelve (12) days per year. This sick leave shall be cumulative without a limit. Sick leave is not cumulative month by month, but each year leave shall accrue and be available as of the first workday of that particular year.
- 16.1.2 Sick leave shall only be used as allowed by law and this Article.
- 16.1.3 Unit members who teach a full session of Summer School shall be granted one (1) additional day of sick leave. (See Section 11.4). Sick leave benefits may only be used in summer school to the extent allowed by Article 11, Section 11.4.
- 16.1.4 Unit members working on an extended year basis shall accrue sick leave annually on the following basis:
  - 16.1.4.1 183-187 Work Days: 10 days of sick leave.
  - 16.1.4.2 188 or More Work Days: 11 days of sick leave.
- 16.1.5 Unit members working less than the basic work year shall accrue sick leave on the basis of one day of sick leave for each eighteen (18) days of employment.

### **16.2 Extended Illness Leave**

- 16.2.1 In the event of illness/disability, the unit member shall utilize sick leave in the following order:
  - 16.2.1.1 Use balance of current year's sick leave.
  - 16.2.1.2 Use other accumulated sick leave.
  - 16.2.1.3 During each school year, when a unit member has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from duties on account of illness or accident for an additional period of five (5) school months, the amount paid to unit members during the additional five months in which the absence occurs shall be the difference between the unit member's per diem and the substitute pay or 50% of the per diem, whichever is greater.
- 16.2.2 The District may require a unit member to provide a medical certification from a physician verifying that the absence was necessary due to illness, injury, or disability. Failure by the unit member to

provide such written medical certification shall result in loss of the 50% per diem pay. The District shall continue to make all contributions toward the unit member's health and welfare program that are required by Article 10 during this period of absence.

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

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

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

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

16.4 **Sick Leave for Personal Necessity**

- 16.4.1 Unit members may use up to seven (7) days of sick leave per year reasons of personal necessity. Personal necessity days may not be carried over from one year to the next.
- 16.4.2 Unit members shall request personal necessity leave at least three (3) working days prior to leave unless the reasons occasioning the leave are unforeseen, in which case, notice shall be given as soon as practicable.
- 16.4.3 Absences from duty related to unit member organizational concerns or work stoppage shall not be charged to personal necessity or sick leave.
- 16.4.4 It shall continue to be the responsibility of the unit member to provide a substitute through notification by way of a substitute employee management system.

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

- 16.5.1 In any school year, unit members may use up to six (6) days of sick leave to attend to an illness of the unit member's family member. By the fifth (5<sup>th</sup>) consecutive work day of absence and upon the District's request, the unit member may be required to submit a physician's statement or other acceptable documentation to verify the illness.
- 16.5.2 As used in this subsection 16.5 only, "family member" means a biological, foster, or adopted child, a stepchild, a legal ward, or a child of a domestic partner, a child to whom the employee stands in loco parentis, a biological, adoptive or foster parent, stepparent or legal guardian of a unit member or the unit member's spouse or registered domestic partner, or a who stood in loco parentis when the unit member was a minor child, a spouse, a registered domestic partner, a grandparent, a grandchild, or a sibling.
- 16.5.3 This section does not extend to the maximum period of leave to which a unit member is entitled under the Family and Medical Leave Act of 1993 (29 U.S.C Section 2606, et seq.), the California Family Rights Act (Government Code Section 12945.2), and District policies implementing these Acts regardless of whether the unit member receives sick leave compensation during that absence.
- 16.5.4 Unit members may also use accrued and available sick leave to care for family members pursuant to the Family and Medical Leave Act and the California Family Rights Act as specified in Appendix F.

16.6 **Parental Leave**

16.6.1 **Compliance With Education Code**

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

16.6.2 **Definition of Parental Leave**

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

16.6.3 **Eligibility for Parental Leave Differential Pay**

Parental leave differential pay granted pursuant to this Section 16.6 shall be allowed for unit members whose child was born or placed for adoption on or after January 1, 2016. During each school year, when a unit member has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from his or her duties on account of parental leave pursuant to Government Code Section 12945.2 for a period of up to twelve (12) work weeks whether or not the absence arises out of or in the course of the employment of this employee, the amount deducted from the salary due the unit member for any of the additional twelve (12) work weeks in which the absence occurs shall not exceed the sum that is actually paid a substitute employee employed to fill the unit member's position during the absence or, if no substitute was employed, the amount that would have been paid to the substitute had a substitute been employed. In any event, the unit member shall receive at least 50 percent of his or her regular salary. The District shall make every reasonable effort to secure the services of a substitute teacher.

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

16.6.4 **Calculation of Parental Leave**

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

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

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

- 16.6.4.3 A unit member on parental leave pursuant to Government Code Section 12945.2 shall not be denied access to difference pay while on that leave.
- 16.6.4.4 The parental leave described in this Section and required by Education Code Section 44977.5 shall be applicable whether or not the absence from duty is by reason of a leave of absence granted by the District's governing board.

16.7 **Industrial Leave**

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

16.8 **Family and Medical Leave**

- 16.8.1 Unit members are eligible for leave under the Federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). The Association in collaboration with District will mutually prepare a manual covering the various rights and obligations, including those areas where discretion may be exercised by the District and/or by unit members. This manual is attached to this Agreement as Appendix F and will be updated as needed to reflect changes in the applicable law.
- 16.8.2 The provisions of this Agreement and District policies will be applied in conformance with the FMLA and the CFRA.

16.9 **Pregnancy Disability Leave**

- 16.9.1 Pursuant to Education Code Section 44965, a unit member may use sick leave and/or extended sick leave granted under Section 16.1 for disability due to pregnancy, miscarriage, childbirth, or related medical conditions, and recover there from.
- 16.9.2 The length of pregnancy disability leave, including the date on which the leave shall begin and the date on which the unit member is no longer disabled because of pregnancy and shall return to work, shall be determined by the unit member and the unit member's physician. This does not extend the period of paid sick leave and/or extended sick leave beyond the amount granted by Section 16.1.
- 16.9.3 Additional explanation of Pregnancy Disability Leave is included in Appendix F.

16.10 **Death of Member of Immediate Family**

- 16.10.1 Each unit member is entitled to a leave of absence, not to exceed five (5) days on account of the death of any member of his/her immediate family. Immediate family, as used in this policy, means the mother,

father, grandmother, grandfather, or a grandchild of the unit member or of the spouse of the unit member, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the unit member, domestic partner, or any relative living in the immediate household of the unit member. Such days need not be taken in consecutive order.

16.10.2 Immediate family means: (a) the mother, father, grandmother, grandfather, or a grandchild of the unit member or of the spouse or domestic partner of the unit members; (b) the spouse, domestic partner, son, son-in-law, daughter, daughter-in-law, brother or sister of the unit member; or (c) any relative living in the immediate household of the unit member.

16.10.3 Any absence for a death within the immediate family of a unit member shall be charged against this policy. Additional bereavement leave may be allowed under Section 16.4 (Personal Necessity Leave).

#### 16.11 **Legal Commitments and Transactions**

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

#### 16.12 **Sabbatical Leave**

Upon recommendation of the Superintendent, the Board of Trustees may grant Sabbatical Leave to unit members for purposes of professional study, travel, or a combination of study and travel. The granting of leave is subject to the following conditions:

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

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

16.12.3 Application for Sabbatical leave must be made to the Board of Trustees through the Superintendent and the Human Resources Department on the District Sabbatical leave application form. Application must be made prior to December 31 of the school year preceding the one for which the leave is requested.

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

16.12.5 All requests for Sabbatical leave shall be reviewed by a Sabbatical Leave Committee. This committee shall be composed of:

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

16.13 **Educational Improvement Leave**

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

- 16.13.1 The unit member must have served three consecutive years as a full-time unit member of the District. Requests for the waiver of the three years requirement will be considered by the Superintendent only under the most exceptional circumstances.
- 16.13.2 The application for an educational improvement leave must indicate a significant educational program to be undertaken or define a very unique or significant education opportunity.
- 16.13.3 Application for educational improvement leave shall be made to the Board of Trustees through the Human Resources Department and the Superintendent on the District application form. Application must be submitted to the Human Resources Department prior to March 31 of the school year preceding the one for which the leave is requested.
- 16.13.4 The number of persons allowed educational improvement leave during any given school year shall not exceed two per one hundred certificated unit members.
- 16.13.5 The period of educational improvement leave shall be one school year and there shall be no compensation. An extension of the leave for a second year will be approved only under the most unique circumstances.
- 16.13.6 Unit members on an educational improvement leave shall be eligible for participation in the basic health and welfare program, which is available to all full-time unit members. Unit members who indicate a desire to be covered by the health and welfare programs will sign an agreement to return to the District for not less than one year upon completion of the leave or to restore to the District all health and welfare benefit money received while on leave.
- 16.13.7 A unit member returning from educational improvement leave shall file, with the Superintendent, a detailed report giving evidence that the program of study has been carried out.
- 16.13.8 The Human Resources Department shall attempt to assign certificated unit members returning from educational improvement leave to a position similar to the one held prior to the leave.

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

16.14 **Military**

- 16.14.1 Every unit member who enters the military of the United States of American is entitled to a military leave to the extent required by law. Such absence does not affect classification and does not constitute a "break in service." However, this absence does not count as part of the probationary period required as a condition precedent to classification as a permanent unit member.
- 16.14.2 To the extent required by law, within six (6) months after a unit member honorably leaves the service, he/she is entitled to his/her former position at a salary he/she would have received had he/she not been on military leave. Unit members ordered into military service are entitled to one month pay from the School District if one year of service has been rendered in the District. Members of the National Guard are entitled to leave without regard to the length of their public service (Education Code 44800).
- 16.14.3 The District will also provide military service-connected disability leave to the extent required by Education Code Section 45191.5.

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

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

- 16.15.1 Entitlement is limited to a total of 26 workweeks of leave during a 'single 12-month period' to care for a covered service member 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 a unit member takes leave to care for the covered service member.
- 16.15.2 During the "single 12-month period" described above, an eligible unit member's FMLA leave entitlement is limited to a combined total of 26 workweeks of FMLA leave for any qualifying reason.

16.16 **Catastrophic Illness Benefit**

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

16.16.1 **Definitions**

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

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

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

16.16.2 **Eligibility**

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

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

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

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

16.16.3 **Procedure**

- 16.16.3.1 A unit member who wishes to receive the catastrophic illness benefit must request in writing to the Association and District that sick leave donations be solicited on his or her behalf. The request must be accompanied by a verification of the catastrophic injury or illness.
- 16.16.3.2 Donations will be solicited by a joint announcement of the Association and District on behalf of a specifically named individual who meets the requirements for this benefit.
- 16.16.3.3 Sick leave may be donated in one-hour increments.
- 16.16.3.4 The maximum amount of time that donated leave credits may be used by the recipient bargaining unit member shall not exceed twelve (12) consecutive months.
- 16.16.3.5 All transfers of eligible leave credits shall be irrevocable. However, if the leave is not used within twelve (12) months of donation, it will revert to the donor.
- 16.16.3.6 A bargaining unit member who received paid leave pursuant to this section shall use any leave credits that he/she continues to accrue on a monthly basis prior to receiving paid leave pursuant to this catastrophic illness benefit.
- 16.16.3.7 Donated leave credits shall be used in the order donations are received. However, one day of leave will be used from each donor before a second day is utilized from any other donor. This sequential process will be repeated for all donation rounds thereafter.
- 16.16.3.8 Donated eligible credits shall be utilized on a one to one ration (1:1). The recipient shall be paid at his/her rate of pay.
- 16.16.3.9 The District may adopt rules and regulations for the administration of this benefit as long as the regulations do not conflict with the specific provisions of the collective bargaining agreement. Such rules and regulations will be submitted to the Association for review prior to implementation.

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

- 16.17.1 A permanent unit member who is elected to the Legislature shall be granted a leave of absence from his/her duties as a unit member of the District by the Governing Board.
- 16.17.2 During the term of such leave of absence, the unit member may be employed by the school district to perform such less than full-time service requiring certification qualifications, such as compensation and upon such terms and conditions, as mutually agreed upon.
- 16.17.3 Such absence shall not affect in any way the classification of such unit member.
- 16.17.4 Within six (6) months after the term of office such unit member expires, he/she shall be entitled to return to the position held by him/her at the time of his/her election, at the salary to which he/she should have been entitled had he/she not absented himself/herself from the service of the District under this Section.
- 16.17.5 As stated in Education Code Section 44801, a person employed to take the place of any such unit member shall not have any right to such position following the return of such unit member to the position.
- 16.17.6 This Section shall apply to any permanent unit member who held the office of Member of the Assembly or State Senator on or after January 4, 1965.

16.18 **Other Leaves Required by Law**

To the extent required by state or federal law, the District will provide unit members with leave of absence for reasons not specifically listed in this Article. For example, unit members may be entitled to leaves pursuant to Labor Code Section 230 (crime victims), 230.1 (domestic violence), 230.8 (school or child care enrollment or emergencies). Personal necessity leave may be available for these purposes pursuant to Section 16.4 above.

16.19 **Other Leaves Without Pay**

- 16.19.1 Leaves of absence for reasons not covered in other provisions of this Agreement, leave without compensation, increment, seniority or tenure credit, upon recommendation of the Superintendent or his/her designee, and approval by the Board of Trustees, may be granted for a period determined by the Superintendent or his/her designee. Prior approval is required for any such leave.
- 16.19.2 A written decision of the rejection of a leave request shall be made upon request.

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

## **ARTICLE 17: RETIREMENT PROGRAMS**

### **17.1 Retiree Fringe Benefits**

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

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

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

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

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

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

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

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

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

- 17.1.4 The payment of the premiums (if any) required under the above provisions will continue until the retired unit member- is eligible for Medicare or reaches the age 65, whichever event occurs first. When the retired unit member is eligible for Medicare or reaches the age of 65 (whichever occurs first), the unit member-retiree shall be eligible only for the District Basic Contribution as required by Section 10.1.1 and Government Code Section 22892, and only to the extent that such contribution is required by law.
- 17.1.5 To be eligible for retiree medical benefits under this Article, the unit member must have been on paid status in the District or on approved leave at the time of retirement and comply with all applicable rules and requirements for eligibility and participation in retiree medical benefits through CalPERS, including, but not limited to the requirement that the unit member retires under CalPERS, and that the unit member must have been enrolled in a CalPERS health plan as an active employee at the time of retirement.
- 17.1.6 In lieu of any fringe benefits for those qualifying under Section 17.1.2 above, a unit member with 20 or more years of Berryessa Union School District service, may elect to receive a one-time payment calculated on \$500 per each year of District service, up to a maximum of \$15,000.

17.2 **Full Retirement Credit with Pre-Retirement Plans**

- 17.2.1 The District shall allow unit members (55 years or older) to be employed on a part-time basis but with full-time retirement credit, provided all the qualifications set forth in Education Code Section 22713 or its successor are met.
- 17.2.2 The District and the unit member shall agree to make appropriate contributions to the State Teacher's Retirement System (STRS) equal to the amount required as if serving as a full-time unit member.
- 17.2.3 The minimum part-time employment shall be the equivalent of one-half the number of days of a full-time position during the final year of service in a full-time position. If the Governing Board agrees, the reduced service may be full-time for at least one-half year, or may be on a daily schedule.
- 17.2.4 Because this program requires a shared teaching position, final determination as to which unit members will participate as shared staff, the assignment, location, and the form of the shared employment rests within the Governing Board's sole discretion.

17.3 **Substitute Service by Retired Unit Members**

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

## **ARTICLE 18: SAFETY**

### **18.1 Healthful and Safe Conditions**

- 18.1.1 Every effort shall be made to maintain healthful and safe conditions in all classrooms. Teachers shall not be required to work under unsafe conditions or to perform tasks which endanger their health, safety, or well-being.
- 18.1.2 It shall be the responsibility of unit members to report unsafe, hazardous or unsanitary conditions as soon as possible to the building supervisor who shall report the condition to the administrator as soon as possible.
- 18.1.3 The District emergency plan will go into effect immediately when unsafe, hazardous, or unsanitary conditions exist. Unsafe, hazardous, or unsanitary conditions shall be corrected as soon as possible.
- 18.1.4 In the event a hazardous, unsafe, or unsanitary condition exists within a school, making it necessary to dismiss students, teachers will not be required to remain in the building, but may be reassigned to other instructional activities.
- 18.1.5 A District-wide Safety Committee will be established. The California Teachers Association of Berryessa may appoint representatives from its bargaining unit as part of the committee. The committee shall be made up of equal members of management and certificated personnel.
- 18.1.6 Unit members shall be informed on the first day of each work year by the District, concerning student, parent, and teacher rights with regard to student behavior.

### **18.2 Assault and Battery**

- 18.2.1 Unit members shall immediately report cases of assault and battery suffered by them in connection with their employment to their site administrator or immediate supervisor. The victim and the supervisor shall immediately report the incident to the police and submit a written report to the Superintendent. To the extent permitted by law, the Superintendent or designee shall provide the victim with information relating to the incident.
- 18.2.2 The employer shall reimburse unit members up to \$150 for the repair or replacement cost of personal property lost or damaged due to assault and battery. Personal property is limited to items exceeding \$10 in value and necessary for the discharge of unit member's duties. Said reimbursement shall be processed as long as the unit members' insurance does not cover the lost or damaged item. Verification of

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

18.3 **Personal Property Protection and Liability Coverage**

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

## **ARTICLE 19: SHARED CONTRACT**

### **19.1 Shared Contract Application and Renewal**

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

### **19.2 Proration of Salary and Benefits**

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

### **19.3 Return to Full-Time**

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

### **19.4 Mutual Agreement Required**

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

### **19.5 Step and Column Movement**

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

19.6 **Plan for Shared Responsibilities**

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

19.7 **Evaluation Procedures**

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

**ARTICLE 20: NOTICE OF LAYOFF**

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

**ARTICLE 21: COLLABORATIVE ORGANIZATIONAL  
PROCESSES**

- 21.1 The District and the Association, on behalf of its unit members, are committed to developing and implementing a shared decision-making process which allows for the following:
  - 21.1.1 A model of site decision making initiated at each school;
  - 21.1.2 Broad based input from staff, community, and when appropriate, students; and
  - 21.1.3 Incorporation of District-wide needs and perspective in support of the programmatic and instructional needs of students.
- 21.2 To this end, the District and Association will collaborate to develop a District-wide process, which incorporates the elements cited above.

## **ARTICLE 22: CONCERTED ACTIVITIES**

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

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

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

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

## **ARTICLE 23: EFFECT OF AGREEMENT**

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

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

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

## **ARTICLE 25: SAVINGS PROVISIONS**

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

## **ARTICLE 26: LENGTH OF CONTRACT**

- 26.1 This Agreement shall remain in full force and effect from July 1, 2020 up to and including June 30, 2023, and shall remain in effect until one of the parties notifies the other in writing of a request to modify, amend or terminate this Agreement.
- 26.2 Notwithstanding Article 24, the parties agree to the following re-openers during the term of this Agreement:
- At the request of either party, the parties will negotiate regarding the implementation of the new employee orientation and unit member contact information requirements of AB 119, and
  - Re-openers for 2021-2022 and 2022-2023 will include Article 9 (Compensation), Article 10 (Benefits), and up to two (2) articles selected by each party.
- 26.3 Proposals to modify, amend, or terminate this Agreement shall be presented in writing at a public meeting of the Board of Trustees as required by Government Code Section 3547.

**ARTICLE 27: EXECUTION OF AGREEMENT**

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

**MEMBERS OF THE COLLABORATIVE BARGAINING TEAM:**

**CTAB**

Kris Clarke, CTA Executive Director  
  
Amy Swain, Teacher, Morrill  
Joe Hermann, Teacher Brooktree  
Nadya Houston, Teacher, Toyon  
  
Heather Du Bose, Teacher, Toyon  
Meghan Chiechi, School Psychologist

**DISTRICT**

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.

**Signature for CTAB**

**Signature for the District**

\_\_\_\_\_  
Amy Swain  
CTAB Bargaining Chair

\_\_\_\_\_  
Darrien Johnson, Assistant Superintendent-  
Human Resources

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**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 6<sup>th</sup> 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 4<sup>th</sup> 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, 4<sup>th</sup> 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 3<sup>rd</sup> 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: 2019-2020 CERTIFICATED SALARY SCHEDULE

Regular 2019-20 Teachers Salary Schedule Effective 07/01/2019 3.5%

Appendix C7  
Master Stipend \$1,725

RSP/SDC stipend \$3,000

Counselor stipend \$1,000  
School Social Worker Stipend \$1,000

Doctoral Stipend 3% 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 \$51.25

Without ELD certification  
-9835 of cell placement

**Work Year**  
Counselor 194 days  
Program Specialist 194 days  
Librarian 194 days  
Nurse 196 days  
Teacher 183 days  
Teacher Advisor/Instructional Coach 192 days  
**School Social Worker 196 days**  
**After February 27, 2018 186 days**

Longevity:

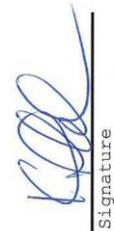
Year 22 - 25 add \$2,000 to Year 21  
Year 26 - 29 add \$3,000 to Year 21  
Year 30 and after add \$4,000 to Year 21

Step/Range	C			D			E			F			G		
	BA+30	MA	BA+45	BA+50	MA	BA+60	MA	BA+75	MA	BA+90	MA	BA+105	MA	BA+120	MA
1	61,298	63,023	64,225	62,500	64,225	63,702	65,427	64,044	65,769	67,188	68,913	70,089	71,814	72,989	74,713
2	62,500	64,225	65,427	63,702	65,427	64,903	66,628	66,945	68,672	70,089	71,814	72,989	74,713	75,888	77,613
3	63,702	65,427	66,628	64,903	66,628	66,837	68,562	69,845	71,570	72,989	74,713	75,888	77,613	78,786	80,511
4	64,903	66,628	68,187	66,462	68,187	69,722	71,447	72,740	74,465	75,888	77,613	78,786	80,511	81,684	83,409
5	66,219	67,944	70,643	70,643	72,368	72,613	74,338	75,639	77,364	78,786	80,511	81,684	83,409	84,582	86,307
6	69,118	70,843	73,869	73,869	75,594	75,500	77,225	78,539	80,264	81,684	83,409	84,582	86,307	87,480	89,205
7	72,019	73,744	77,089	77,089	78,814	78,384	80,109	81,442	83,167	84,582	86,307	87,480	89,205	90,378	92,103
8	74,918	76,643	80,312	80,312	82,037	81,271	82,996	84,344	86,069	87,480	89,205	90,378	92,103	93,276	95,001
9	77,816	79,541	83,536	83,536	85,261	84,157	85,882	87,243	88,968	90,378	92,103	93,276	95,001	96,174	97,900
10	77,816	79,541	86,755	86,755	88,480	87,042	88,767	90,140	91,865	93,276	95,001	96,174	97,900	99,073	100,800
11	77,816	79,541	86,755	86,755	88,480	89,929	91,654	93,040	94,765	96,174	97,900	99,073	100,800	101,973	103,700
12	77,816	79,541	86,755	86,755	88,480	91,456	93,181	95,939	97,664	99,073	100,800	101,973	103,700	104,873	106,600
13	77,816	79,541	86,755	86,755	88,480	92,983	94,708	98,840	100,565	101,973	103,700	104,873	106,600	107,700	109,425
14	77,816	79,541	86,755	86,755	88,480	94,510	96,235	98,840	100,565	101,973	103,700	104,873	106,600	107,700	109,425
15	77,816	79,541	86,755	86,755	88,480	96,038	97,763	102,234	103,959	105,375	107,100	108,273	110,000	111,173	112,900
16	77,816	79,541	86,755	86,755	88,480	96,038	97,763	102,234	103,959	105,375	107,100	108,273	110,000	111,173	112,900
17	77,816	79,541	86,755	86,755	88,480	99,093	100,818	105,627	107,352	108,771	110,496	111,669	113,393	114,566	116,290
18	77,816	79,541	86,755	86,755	88,480	99,093	100,818	105,627	107,352	108,771	110,496	111,669	113,393	114,566	116,290
19	77,816	79,541	86,755	86,755	88,480	102,150	103,875	109,023	110,748	112,168	113,893	115,066	116,790	117,963	119,687
20	77,816	79,541	86,755	86,755	88,480	102,150	103,875	109,023	110,748	112,168	113,893	115,066	116,790	117,963	119,687
21	77,816	79,541	86,755	86,755	88,480	103,677	105,402	110,721	112,446	113,864	115,589	116,761	118,486	119,659	121,384

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 11/2/19

Date 11/3/19

  
Signature

# APPENDIX C2: 2019-2020 Y-RATED CERTIFICATED SALARY SCHEDULE

**Y Rated 2019-20 Teachers Salary Schedule Effective 07/01/2019 3.5%**

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	61,298	63,023	62,500	64,225	63,702	65,427	64,044	65,769	67,188	68,913
2	62,500	64,225	63,702	65,427	64,903	66,628	66,947	68,672	70,089	71,814
3	63,702	65,427	64,903	66,628	66,837	68,562	69,845	71,570	72,988	74,713
4	64,903	66,628	66,462	68,187	<b>69,740</b>	71,465	72,740	74,465	75,888	77,613
5	66,219	67,944	70,643	72,368	<b>72,644</b>	74,373	75,639	77,364	78,786	80,511
6	69,118	70,843	73,869	75,594	<b>76,844</b>	78,569	78,539	80,264	81,667	83,392
7	72,019	73,744	77,089	78,814	<b>80,072</b>	81,797	81,442	83,167	84,586	86,311
8	74,918	76,643	80,312	82,037	<b>83,301</b>	85,026	84,344	86,069	87,488	89,213
9	77,816	79,541	83,536	85,261	<b>86,530</b>	88,255	87,243	88,968	90,380	92,105
10	77,816	79,541	86,755	88,480	<b>89,756</b>	91,481	90,140	91,865	93,281	95,006
11	77,816	79,541	86,755	88,480	<b>92,983</b>	94,708	93,040	94,765	96,181	97,906
12	77,816	79,541	86,755	88,480	<b>92,983</b>	94,708	95,939	97,664	99,078	100,803
13	77,816	79,541	86,755	88,480	92,983	94,708	96,235	98,840	101,978	103,703
14	77,816	79,541	86,755	88,480	96,038	97,763	98,840	100,565	101,978	103,703
15	77,816	79,541	86,755	88,480	96,038	97,763	102,234	103,959	105,375	107,100
16	77,816	79,541	86,755	88,480	99,093	100,818	102,234	103,959	105,375	107,100
17	77,816	79,541	86,755	88,480	99,093	100,818	105,627	107,352	108,771	110,496
18	77,816	79,541	86,755	88,480	102,150	103,875	105,627	107,352	108,771	110,496
19	77,816	79,541	86,755	88,480	102,150	103,875	109,023	110,748	112,168	113,893
20	77,816	79,541	86,755	88,480	103,875	105,402	109,023	110,748	112,168	113,893
21	77,816	79,541	86,755	88,480	103,875	105,402	110,721	112,446	113,864	115,589

**Appendix C8**

Master Stipend	\$1,725
ESP/SDC stipend	\$3,000
Counselor stipend	\$1,000
School Social Worker Stipend	\$1,000
Doctoral Stipend 3% 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	\$51.25
Without ELD certification	
.9835 of cell placement	
Work Year	
Counselor	194 days
Program Specialist	194 days
Librarian	196 days
Nurse	183 days
Teacher	183 days
Teacher Advisor/Instructional Coach	192 days
School Social Worker	196 days
After February 27, 2018	186 days

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 11/12/19

  
Signature

Date 11/13/19

Longevity:  
Year 22 - 25 add \$2,000 to Year 21  
Year 26 - 29 add \$3,000 to Year 21  
Year 30 and after add \$4,000 to Year 21

# APPENDIX C3: 2019-2020 CERTIFICATED PSYCHOLOGIST SALARY SCHEDULE

**Appendix C9**  
**2019-20 Psychologist Salary Schedule Effective 07/01/2019 3.5%**

Step/Range	C		D		E		F		G		Master Stipend \$1,725
	BA+30	MA	BA+45	MA	BA+60	MA	BA+75	MA	BA+90	MA	
1	71,481	73,206	72,882	74,607	74,283	76,008	74,683	76,408	78,349	80,074	
2	72,882	74,607	74,283	76,008	75,686	77,411	78,068	79,793	81,731	83,456	
3	74,283	76,008	75,686	77,411	77,939	79,664	81,448	83,173	85,113	86,838	
4	75,686	77,411	77,502	79,227	81,305	83,030	84,824	86,549	88,494	90,219	
5	77,220	78,945	82,378	84,103	84,676	86,401	88,205	89,930	91,873	93,598	
6	80,599	82,324	86,140	87,865	88,042	89,767	91,586	93,311	95,233	96,958	
7	83,982	85,707	89,895	91,620	91,405	93,130	94,971	96,696	98,638	100,363	
8	87,364	89,089	93,654	95,379	94,771	96,496	98,354	100,079	102,021	103,746	
9	90,742	92,467	97,413	99,138	98,138	99,863	101,735	103,460	105,394	107,119	
10	90,742	92,467	101,168	102,893	101,502	103,227	105,114	106,839	108,777	110,502	
11	90,742	92,467	101,168	102,893	104,868	106,593	108,494	110,219	112,158	113,883	
12	90,742	92,467	101,168	102,893	106,649	108,374	111,876	113,601	115,537	117,262	
13	90,742	92,467	101,168	102,893	108,429	110,154	115,259	116,984	118,919	120,644	
14	90,742	92,467	101,168	102,893	110,210	111,935	115,259	116,984	118,919	120,644	
15	90,742	92,467	101,168	102,893	111,992	113,717	119,217	120,942	122,880	124,605	
16	90,742	92,467	101,168	102,893	111,992	113,717	119,217	120,942	122,880	124,605	
17	90,742	92,467	101,168	102,893	115,555	117,280	123,175	124,900	126,840	128,565	
18	90,742	92,467	101,168	102,893	115,555	117,280	123,175	124,900	126,840	128,565	
19	90,742	92,467	101,168	102,893	119,119	120,844	127,135	128,860	130,801	132,526	
20	90,742	92,467	101,168	102,893	119,119	120,844	127,135	128,860	130,801	132,526	
21	90,742	92,467	101,168	102,893	120,901	122,626	129,114	130,839	132,780	134,505	

Doctoral Stipend  
3% of cell placement

Longevity:  
Year 22 - 25 add \$2,000 to Year 21  
Year 26 - 29 add \$3,000 to Year 21  
Year 30 and after add \$4,000 to Year 21

Annual Stipend \$5,000

Date 11/13/19

  
Signature

Board Approve Date 11/12/19

# APPENDIX C4: 2019-2020 CERTIFICATED SPEECH LANGUAGE PATHOLOGIST SALARY SCHEDULE

2019-20 Speech Language Pathologists Salary Schedule Effective 07/01/2019  
Appendix C10

Step\Range	C		D		E		F		G		Master Stipend \$1,725
	BA+30	MA	BA+45	MA	BA+60	MA	BA+75	MA	BA+90	MA	
1	67,428	69,153	68,749	70,474	70,072	71,797	70,449	72,174	73,907	75,632	
2	68,749	70,474	70,072	71,797	71,394	73,119	73,642	75,367	77,097	78,822	
3	70,072	71,797	71,394	73,119	73,521	75,246	76,830	78,555	80,286	82,011	
4	71,394	73,119	73,109	74,834	76,694	78,419	80,014	81,739	83,476	85,201	
5	72,841	74,566	77,707	79,432	79,875	81,600	83,204	84,929	86,664	88,389	Doctoral Stipend 3% of cell placement
6	76,030	77,755	81,256	82,981	83,050	84,775	86,393	88,118	89,833	91,558	
7	79,220	80,945	84,798	86,523	86,222	87,947	89,586	91,311	93,045	94,770	
8	82,410	84,135	88,343	90,068	89,398	91,123	92,778	94,503	96,237	97,962	
9	85,597	87,322	91,890	93,615	92,573	94,298	95,967	97,692	99,417	101,142	
10	85,597	87,322	95,432	97,157	95,746	97,471	99,153	100,878	102,609	104,334	
11	85,597	87,322	95,432	97,157	98,922	100,647	102,343	104,068	105,798	107,523	
12	85,597	87,322	95,432	97,157	100,602	102,327	105,532	107,257	108,985	110,710	
13	85,597	87,322	95,432	97,157	102,281	104,006	108,724	110,449	112,176	113,901	
14	85,597	87,322	95,432	97,157	103,962	105,687	108,724	110,449	112,176	113,901	
15	85,597	87,322	95,432	97,157	105,642	107,367	112,457	114,182	115,912	117,637	Longevity: Year 22 - 25 add \$2,000 to Year 21 Year 26 - 29 add \$3,000 to Year 21 Year 30 and after add \$4,000 to Year 21
16	85,597	87,322	95,432	97,157	105,642	107,367	112,457	114,182	115,912	117,637	
17	85,597	87,322	95,432	97,157	109,003	110,728	116,191	117,916	119,648	121,373	
18	85,597	87,322	95,432	97,157	109,003	110,728	116,191	117,916	119,648	121,373	
19	85,597	87,322	95,432	97,157	112,365	114,090	119,926	121,651	123,385	125,110	
20	85,597	87,322	95,432	97,157	112,365	114,090	119,926	121,651	123,385	125,110	
21	85,597	87,322	95,432	97,157	114,045	115,770	121,793	123,518	125,251	126,976	

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 11/2/19

Date 11/13/19

  
Signature

## **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):

1<sup>st</sup> Observation Date:

1<sup>st</sup> Observation Conference Date:

2<sup>nd</sup> Observation Date:

2<sup>nd</sup> 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"/>	

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							

<b>Overall Rating on Criterion #2</b>	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"/>

<b>Overall Rating on Criterion #3</b>	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"/>
<b>Overall Rating on Criterion #4</b>							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							
B. Establishing and articulating goals for student learning. (CSTP 4.2)	MID YEAR						<input type="checkbox"/>	<input type="checkbox"/>
	END							
C. Reviewing data, both individually and with colleagues, to monitor student learning. (CSTP 5.3)	MID YEAR						<input type="checkbox"/>	<input type="checkbox"/>
	END							
D. Using assessment information to share timely and comprehensive feedback with students and their families. (CSTP 5.7)	MID YEAR						<input type="checkbox"/>	<input type="checkbox"/>
	END							
<b>Overall Rating on Criterion #5</b>							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		EMERGING	EXPLORING	APPLYING	INTEGRATING	INNOVATING	LEVEL OF STANDARDS PERFORMANCE	
							Meets	Does Not Meet
F. Demonstrating professional responsibility, integrity, and ethical conduct. (CSTP 6.7)	MID YEAR						<input type="checkbox"/>	<input type="checkbox"/>
	END						<input type="checkbox"/>	<input type="checkbox"/>

<b>Overall Rating on Criterion #6</b>	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.

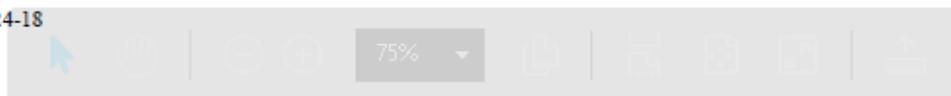
**Evaluator:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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*

## CERTIFICATED ALTERNATIVE FINAL SUMMARY EVALUATION FORM

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

School Year: \_\_\_\_\_

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

**Assessment Review Narrative (To be completed by evaluator)**

**Final Summary Evaluation:**

**Meet Standards**

**Does Not Meet Standards**

\_\_\_\_\_  
**Signature of Evaluatee(s)**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature of Evaluator**

\_\_\_\_\_  
**Date**

**Berryessa Union School District**

Appendix E

# 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)**

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**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)**

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

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**This signed form is due to the H.R. Dept. by October 15<sup>th</sup>.**

**Reviewed and Approved**

**Denied for following reason:** \_\_\_\_\_

\_\_\_\_\_  
Evaluator's signature

\_\_\_\_\_  
Date

Appendix E



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

Form to be completed and signed by September 25<sup>th</sup>

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><b>1. PLANNING/ORGANIZATION:</b> The specialist plans for all services to be delivered.</p> <ul style="list-style-type: none"><li>• Provides information and resources to school staff and administration</li><li>• Coordinates appropriate resources for students</li></ul> <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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Appendix E

**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)**

<b>Element A</b>	<b>Does Not Meet Standards</b>		<b>Meets Standards</b>		
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.		
<b>Element B</b>	<b>Does Not Meet Standards</b>		<b>Meets Standards</b>		
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"> <li>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.</li> <li>Monitors the effectiveness of supplemental instruction and adjusts instruction as needed.</li> </ul>		
<b>Element C (CSTP 3.5)</b>	<b>Emerging</b>	<b>Exploring</b>	<b>Applying</b>	<b>Integrating</b>	<b>Innovating</b>
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 standards-aligned 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.
<b>Element D (CSTP 4.3)</b> Developing and sequencing long-term and short-term instructional plans to support student learning.	<b>Emerging</b> Uses available curriculum guidelines for daily, short- and long-term plans.	<b>Exploring</b> Begins to plan curriculum units that include a series of connected lessons and are linked to long-term planning to support student learning.	<b>Applying</b> Establishes short and long-term curriculum plans for subject matter concepts and essential related academic language and formats that support student learning.	<b>Integrating</b> Refines sequence of long-term plans to reflect integration of curriculum guidelines, frameworks, and content standards with assessed instructional needs to ensure student learning.	<b>Innovating</b> 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.
<b>Element E (CSTP 5.4)</b> Using assessment data to establish learning goals and to plan, differentiate, and modify instruction.	<b>Emerging</b> Uses data from assessments provided by site and district to set learning goals for the class. Plans instruction using available curriculum guidelines.	<b>Exploring</b> 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.	<b>Applying</b> 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.	<b>Integrating</b> 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.	<b>Innovating</b> 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.
<b>Element F (CSTP 4.4)</b> Planning instruction that incorporates appropriate strategies to meet the learning needs of all students.	<b>Emerging</b> Plans instruction that incorporates strategies suggested by curriculum guidelines. Is aware of student content, learning, and language needs through data provided by the	<b>Exploring</b> Selects strategies for single lessons or sequence of lessons that respond to students' diverse learning needs. Seeks to learn about students' diverse learning	<b>Applying</b> 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	<b>Integrating</b> Plans differentiated instruction using strategies to address learning styles and meet students' assessed language and learning needs. Incorporates appropriate support and challenge for students.	<b>Innovating</b> Plans instruction incorporating a repertoire of strategies to specifically meet students' diverse language and learning needs and styles to advance learning for all. Facilitates 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
<b>Element A (CSTP 1.5)</b> 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
<b>Element B (CSTP 2.2)</b> Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students.	Is aware of the importance of the physical and/or virtual learning environments that support student learning. Is aware that structured interaction between students can support learning. Some students use available resources in learning environments during instruction.	Experiments with adapting the physical and /or virtual learning environment that support student learning. Structures for interaction are taught in single lessons or sequence of lessons to support student learning. Students use resources provided in learning environments and interact with each other to	Develops physical and/or virtual learning environments that reflect student diversity and provide a range of resources for learning. Utilizes a variety of structures for interaction during learning activities that ensure a focus on and completion of learning tasks. Students use a variety of resources in learning environments and interact in ways that deepen their understanding of the content and develop constructive	Maintains physical and/or virtual learning environments that reflect student diversity and provides a broad range of resources, displays, and artifacts that are current and integral to instruction. Integrates a variety of structures for interaction that engage students constructively and productively in learning.	Adapts physical and/or virtual learning environments flexibly to facilitate access to a wide range of resources that engage students in learning. Ensures that environments enhance learning and reflect diversity within and beyond the classroom. Selects from a repertoire of structures for interaction to ensure accelerated learning for the full range of students.

		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 analysis and 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
<b>Element A (CSTP 2.3)</b> 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
<b>Element B (CSTP 2.7)</b> 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.	
<b>Element B (CSTP 4.2)</b> Establishing and articulating goals for student learning.	<b>Emerging</b> Establishes learning goals for single lessons to students based on content standards and available curriculum guidelines.	<b>Exploring</b> Establishes and shares learning goals for skill development with students in single lessons and sequence of lessons based on standards and curriculum.	<b>Applying</b> Establishes and communicates clear learning goals to students that are accessible, challenging, and differentiated to address students' diverse learning needs.	<b>Integrating</b> Establishes and articulates comprehensive short-and-long-term learning goals for students. Plans for students to articulate and monitor learning goals.	<b>Innovating</b> Establishes and articulates learning goals that are communicated clearly, referred to frequently, and utilized by students to monitor and advance their learning.
<b>Element C (CSTP 5.3)</b> Reviewing data, both individually and with colleagues, to monitor student learning.	<b>Emerging</b> Reviews and monitors available assessment data as required by site and district processes.	<b>Exploring</b> Reviews and monitors additional assessment data individually and with colleagues and identifies learning needs of individual students.	<b>Applying</b> Reviews and monitors a variety of data on student learning individually and with colleagues to identify trends and patterns among groups of students.	<b>Integrating</b> Reviews and monitors a broad range of data individually and with colleagues to analyze student thinking and identify underlying causes for trends.	<b>Innovating</b> Facilitates collaborative work and fosters colleagues ability to identify and address underlying causes for achievement patterns and trends.
<b>Element D (CSTP 5.7)</b> Using assessment information to share timely and comprehensible feedback with students and their families.	<b>Emerging</b> Provides students with feedback through assessed work and required summative assessments. Notifies families of student proficiencies, challenges, and behavior issues through school mandated procedures.	<b>Exploring</b> 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	<b>Applying</b> 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.	<b>Integrating</b> 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.	<b>Innovating</b> 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
<b>Element A (CSTP 6.2)</b> 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.

	Emerging	Exploring	Applying	Integrating	Innovating
<b>Element B (CSTP 6.3)</b> 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
<b>Element C (CSTP 6.4)</b> 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
<b>Element D (CSTP 6.5)</b> 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
<b>Element E (CSTP 6.6)</b> 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><b>Element F (CSTP 6.7)</b> Demonstrating professional responsibility, integrity, and ethical conduct.</p>	<p><b>Emerging – Exploring - Applying</b></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"> <li>• Takes responsibility for student academic learning outcomes.</li> <li>• Is aware of own personal values and biases and recognizes ways in which these values and biases affect the teaching and learning of students.</li> <li>• Adheres to legal and ethical obligations in teaching the full range of learners, including English learners and students with special needs.</li> <li>• Reports suspected cases of child abuse, and/or neglect as outline din the California Child Abuse and Neglect Reporting Act.</li> <li>• Maintains a non-hostile classroom environment and carries out laws and district guidelines for reporting cases of sexual harassment.</li> <li>• Understands and implements school and district policies state and federal law in responding to inappropriate or violent student behavior.</li> <li>• Complies with legal and professional obligations to protect the privacy, health, and safety of students, families, and other school professionals.</li> <li>• Models appropriate behavior for students, colleagues, and the profession.</li> <li>• Acts in accordance with ethical considerations for students.</li> <li>• Maintains professional conduct and integrity in the classroom and school community.</li> </ul>	<p><b>Integrating - Innovating</b></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).

- 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

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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

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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.

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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

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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 Appendix H 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.

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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.

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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.

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**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.

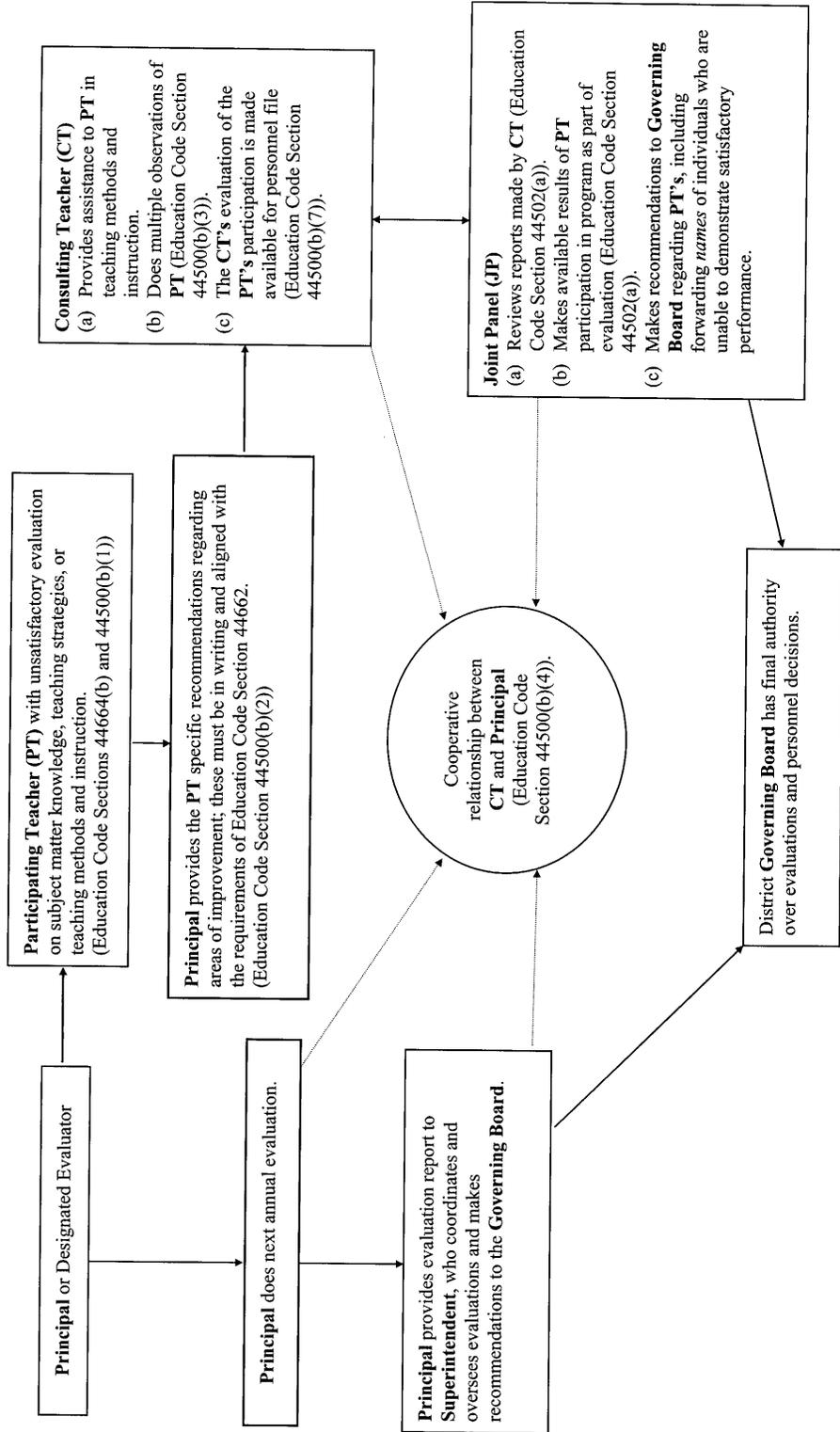
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Consulting Teacher

\_\_\_\_\_  
Date

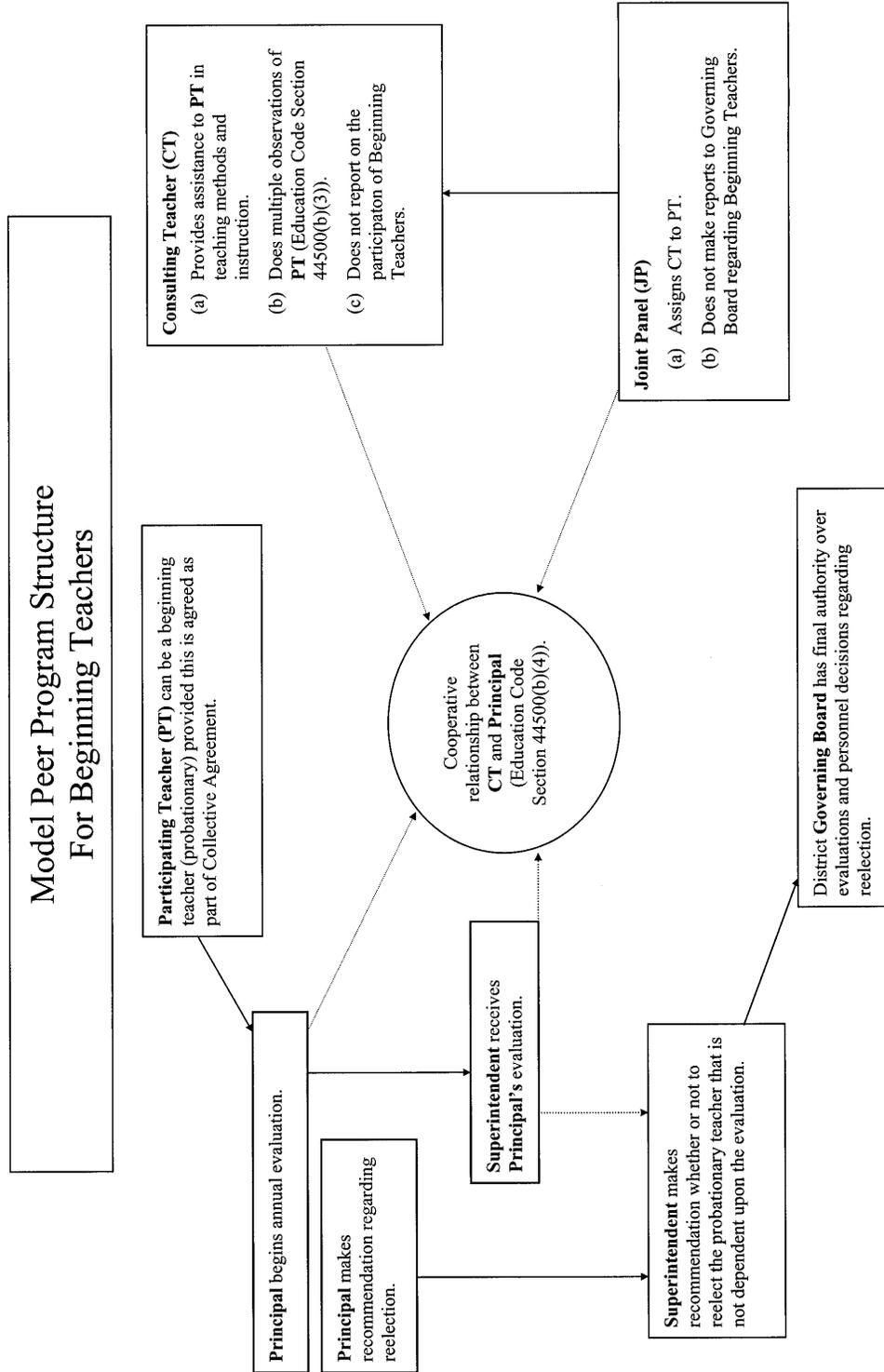
\_\_\_\_\_  
Signature of Participating Teacher

# Diagram 1 Model Peer Program Structure For Participating Teachers With Unsatisfactory Evaluations



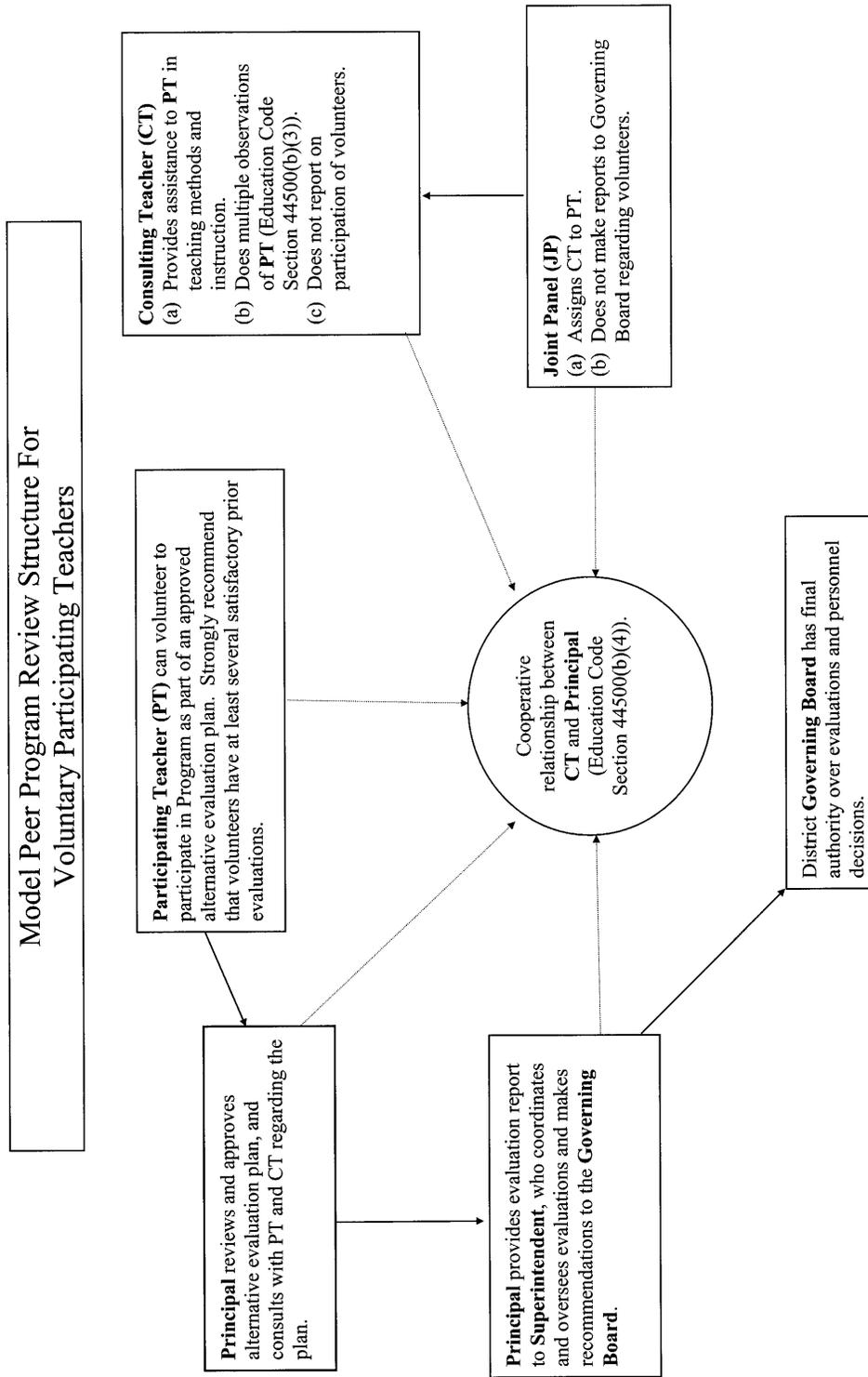
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Diagram 2



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Diagram 3



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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.