

# **NEGOTIATED AGREEMENT**

**Between the**

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

**And the**

**GOVERNING BOARD OF THE**

**BERRYESSA UNION  
SCHOOL DISTRICT**

**July 1, 2012 to June 30, 2014**

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1 **ARTICLE 1: GENERAL PROVISIONS**

2 1.1 **Agreement**

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

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

11 1.2 **Recognition**

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

22 **ARTICLE 2: DISTRICT RIGHTS**

23 2.1 **Powers and Authorities**

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

43 2.2 **Discipline**

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



50 **ARTICLE 3: ASSOCIATION RIGHTS**

51 3.1 **Association Rights**

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

60 3.2 **Association President Release Time**

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

66 3.3 **Association Release Time**

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

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

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

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

74 **ARTICLE 4: EMPLOYEE RIGHTS**

75 4.1 **Academic Freedom**

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

80 4.2 **Public Complaints**

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

85 4.3 **Formal Complaints**

86 4.3.1 **Level 1**

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

97 4.3.2 **Level 2**

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

105 **OR**

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

108 4.3.3 **Level 3**

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

123 4.3.4 **Level 4**

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

141 4.4 **Parental Classroom Visits**

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

147 4.4.2 The Site Administrator or Designee, in consultation with the unit  
148 member, shall schedule the visit in such a manner that it will minimize  
149 disruption of classroom activities and be consistent with the parent’s  
150 and the unit member’s schedule.

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

154 4.5 **Harassment**

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

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

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

163 4.7 **Specialized Procedures**

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

171 4.8 **IDEA, Section 504**

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

178 4.9 **Effect of Recommendations**

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

182 4.10 **Intellectual Property Rights**

183 4.10.1 All works or products created on District time or for District pay will  
184 be considered the District's property, unless a written agreement  
185 between the unit member and the District states otherwise. The  
186 District will receive fair compensation for the approved use of District  
187 property and equipment of the creation of marketable products.

188 4.10.2 Upon request, the District will provide the Association with a copy of  
189 any contract with an entity providing marketing or production of  
190 instructional programs/materials for the District.

191 4.10.3 Before a unit member creates any intellectual property on the District's  
192 behalf outside the unit member's regular assignment, an individual  
193 contract will be executed with the individual unit member. This  
194 agreement will be format "A1" or "A2" (if the employee is solicited to  
195 do a specific project) or "B" (if the employee presents an independent  
196 product or concept not based on District curriculum). The formats for  
197 these contracts are attached and incorporated into this Agreement as  
198 Appendix H.

199 4.10.4 The Association will be provided a copy of each proposed contract  
200 before the unit member executes the contract. The Association will  
201 have the right to represent the unit member in these discussions, and  
202 will also have the right to represent the entire unit's interests regarding  
203 the pay provisions or other working conditions.

204 4.10.5 The terms and conditions for work undertaken prior to the date of this  
205 Agreement will be completed under the terms agreed to at the outset of  
206 that work. But all work currently conducted either by the District or  
207 by a contracting entity on the District's behalf, will be converted to the  
208 above contractual format as soon as administratively feasible.

209 4.10.6 Notwithstanding other provisions of this Agreement, including but not  
210 limited to the provisions of Appendix H, the terms and conditions of  
211 employment of bargaining unit members shall not be diminished in  
212 any way.

213 **ARTICLE 5: ORGANIZATIONAL SECURITY**

214 5.1 **Member Definition**

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

224 5.2 **Automatic Membership**

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

241 5.3 **Membership Exceptions**

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

251 5.3.1.1 United Way of Santa Clara County

252 5.3.1.2 Red Cross

253 5.3.1.3 Foundation to Assist California Teachers

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

259 5.4 **Membership Proof of Payments**

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

268 5.5 **Grievance Expenses**

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

273 5.6 **Membership Dues**

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

281 5.7 **Association/District Agreement**

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

284 5.8 **Exclusive Rights**

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



293 **ARTICLE 6: PAYROLL DEDUCTIONS**

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

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

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

304 **ARTICLE 7: GRIEVANCE**

305 7.1 **Problem Solving Procedures**

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

312 7.2 **Grievance Alternative**

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

317 7.3 **Definitions**

318 7.3.1 **Grievance**

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

324 7.3.2 **Conferee**

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

329 7.3.3 **Working Day**

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

336 7.3.4 **Grievant**

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

340 7.4 **Procedures for Grievance**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

391 7.7 **Level 3 – Mediation**

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

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

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

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

408 7.8 **Level 4 – Arbitration**

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

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

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

422 7.8.1.1 To hold a hearing concerning the grievance.

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

426 7.8.2 **Selection of the Arbitrator**

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

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

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

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

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

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

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



468 **ARTICLE 8: DISCIPLINE**

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

476 **ARTICLE 9: COMPENSATION**

477 9.1 **2008-2009 Salary Increase**

478 The 2007-2008 salary schedule will be increased by 0.6% effective July 1, 2008,  
479 for the fiscal year 2008-2009. The revised 2008-2009 salary schedule is attached  
480 to this Agreement as Appendix D1, 2008-2009.

481 9.2 **2009-2010 Salary Schedule**

482 The 2009-2010 salary schedule shall remain unchanged from the 2008-2009  
483 salary schedule, and is attached to this Agreement as Appendix D2, 2009-2010.

484 9.3 **2010-2011, 2011-2012, and 2012-2013 Reduced Work –Year Salary Schedule**

485 For the 2010-2011, 2011-2012, and 2012-2013 years only, the salary schedule  
486 shall be reduced to reflect the two (2) day work year reduction specified in Article  
487 14, Section 14.8.2. This salary schedule is attached to this Agreement as  
488 Appendix D4, “2010-2011, 2011-2012, and 2012-2013 Reduced Work Year  
489 Certificated Salary Schedule.”

490 The parties may negotiate regarding the work year and salary schedule for the  
491 2013-2014 year, and the status quo ante for those negotiations shall include the  
492 2009-2010 salary schedule attached to this Agreement as Appendix D2.

493 9.4 **Experience Movement**

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

496 9.5 **Class Change Bonus**

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

499 9.6 **Rate for Hourly Work**

500 Effective July 1, 2002, the District will pay for extra duties and responsibilities  
501 that are set forth in Appendix E, “Supplemental Pay Activities.” This will include  
502 the compensation rate of authorized hourly work shall be calculated as (.000836)  
503 x Step 1, Column C of the salary schedule. The rate for hourly work for all of the  
504 2006-2007 fiscal year shall be calculated using the 2005-2006 salary schedule.



505 9.7 **Professional Growth**

506 9.7.1 Professional employees are encouraged to pursue a Professional  
507 Growth Program composed of (a) graduate study for advanced degrees  
508 or (b) a selection of upper division and graduate level courses designed  
509 to improve teaching ability, or (c) lower division courses in Math,  
510 Science, Computers, and Foreign Language, or courses approved in  
511 advance by the Superintendent or Designee. Salary schedule and  
512 professional growth movement regulations are delineated in Appendix  
513 A of this Agreement.

514 9.7.2 No unit member may move from one class to another on the salary  
515 schedule unless course work units are earned at an accredited  
516 university or college and the unit member complies with the other  
517 provisions contained in the Salary Schedule. The unit member should  
518 contact the Personnel Officer if the unit member has any questions  
519 regarding whether specific courses qualify for credit toward class  
520 movement prior to taking the course. Unit members are encouraged to  
521 submit all professional growth units regardless of their placement on  
522 the salary schedule.

523 9.8 **Doctorate Stipend**

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

526 9.9 **ELD Compensation**

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

530 9.10 **National Board Certification Compensation**

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

533 **ARTICLE 10: FRINGE BENEFITS**

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

536 10.1 **Medical Premiums**

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

544 10.1.1 **District Basic Contribution for Medical Premiums**

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

554 10.1.2 **District Supplemental Benefits Contribution for Medical**  
555 **Premiums**

556 10.1.2.1 From January 1, 2007 – December 31, 2007, the District  
557 will provide to each eligible full-time unit member a  
558 supplemental monthly contribution toward the costs of the  
559 medical plans that, when added to the District Basic  
560 Contribution in Section 10.1.1, will not exceed \$1121.04  
561 per month.

562 10.1.2.2 Notwithstanding the caps listed in Section 10.1.2.3, from  
563 January 1, 2008 – October 31, 2008 only, the District will  
564 provide each eligible full-time unit member a supplemental  
565 monthly contribution toward the cost of the medical plans  
566 that when added to the District Basic Contribution in  
567 Section 10.1.1 will not exceed \$1255 per month.

568 10.1.2.3 Beginning November 1, 2008, the District will provide to  
569 each eligible full-time unit member a supplemental  
570 monthly contribution toward the costs of the medical plans  
571 that, when added to the District Basic Contribution in  
572 Section 10.1.1 will not exceed the following monthly  
573 amounts:

574 10.1.2.3.1 For unit members enrolled in employee only  
575 medical benefits plans: \$525.00.

576 10.1.2.3.2 For unit members enrolled in two-party  
577 medical benefits plans: \$1050.00

578 10.1.2.3.3 For unit members enrolled in family medical  
579 benefits plans: \$1255.00

580 10.1.2.4 If both spouses are unit members, any employee  
581 contribution to medical premiums up to the full family cap  
582 listed in Section 10.1.2.3 will be paid by the District.

583 10.2 **Domestic Partners**

584 10.2.1 Domestic partners will be covered by the District's fringe benefit plans  
585 to the extent that the District's carriers provide such coverage.

586 10.2.2 The District will provide health benefits for qualified domestic  
587 partners of bargaining unit members to the same extent, and subject to  
588 the same terms and conditions, as health benefits are available to  
589 dependents of unit members under this Agreement. This coverage is  
590 conditioned upon the domestic partner meeting all the criteria of  
591 California Family Code Section 297, and upon the unit member  
592 presenting the District with proof that a valid declaration of domestic  
593 partnership has been filed pursuant to the above Family Code Section  
594 or with any local agency registering domestic partnerships.

595 10.3 **Dental and Vision Premiums**

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

600 10.4 **Part-Time Unit Members**

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

604 10.5 **Section 125 Plan**

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

606 10.6 **Purchase Option for Retirees**

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

611 **ARTICLE 11: SUMMER SCHOOL**

612 11.1 **Summer School Notification**

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

615 11.1.1 The District shall notify the Association of the plan to provide  
616 Summer School.

617 11.1.2 The Association shall have the opportunity to provide input into the  
618 Summer School Program to be offered to meet student needs as  
619 determined by the District.

620 11.2 **Organizational and Curriculum Structure**

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

626 11.3 **Summer School Pay Rate**

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

633 11.4 **Summer School Sick Leave**

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

637 11.5 **Staff Selection Criteria**

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

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

649 11.6 **Written Expectations**

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

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

656 12.1 **General Provisions for Assignment and Transfer**

657 12.1.1 Insofar as conditions permit, the District shall make specific school  
658 and grade level assignments no later than May 1.

659 12.1.2 In the event that unforeseen circumstances occur which result in an  
660 opening subsequent to May 1, the District shall attempt to notify the  
661 affected teacher(s) immediately. Written notice will be provided, and  
662 the District, to every extent possible, shall follow the appropriate  
663 contractual provisions.

664 12.1.3 In the case of bargaining unit members who transfer for any reason,  
665 the District shall provide transportation and personnel to move  
666 classroom/learning materials to the new school site. In the case of  
667 involuntary transfer or an involuntary move to a new classroom within  
668 a school site, in order to inventory, pack, and move teacher property  
669 and authorized school property, teachers will be paid at the hourly rate  
670 for work authorized to be performed on weekends or non-school days  
671 and after the last bell ending the regular school day for all students, up  
672 to a maximum of twenty (20) hours. All administratively initiated  
673 moves within school sites and to other school sites will be paid by the  
674 District.

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

677 12.1.5 Nothing in Article 12 shall be implemented in a manner inconsistent  
678 with the requirements of Education Code Section 35036. (Copy  
679 attached as Appendix K.)

680 12.1.6 Notwithstanding any provisions of this Article, the site administrator  
681 of any school ranked in deciles 1 to 3 inclusive on the Academic  
682 Performance Index may refuse to accept a teacher who applies for a  
683 transfer to a vacancy in the site administrator's school.

684 12.1.7 Nothing in this Article limits the Governing Board's authority to make  
685 transfers, assignments, and reassignments pursuant to Education Code  
686 44955.

687 12.2 **Assignment of Unit Members**

688 12.2.1 Unit members shall not be assigned arbitrarily or capriciously.

689 12.2.2 Unit members new to the District shall receive assignment from the  
690 Personnel Office. All other unit members will be assigned annually by  
691 the site administrator or the appropriate supervisor.

692 12.2.3 A unit member will be assumed to prefer his/her current assignment at  
693 the school site unless that unit member notifies the site administrator  
694 of a desire to change assignment. This interest in change of  
695 assignment must be submitted by March 1.

696 12.2.4 By March 15 the site administrator shall provide all unit members with  
697 their preliminary assignments for the following school year.

698 12.3 **Reassignment**

699 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  
700 shall not apply to unit members assigned to middle schools. Only  
701 subsection 12.3.3 of section 12.3 (Reassignment) applies to middle  
702 schools.

703 12.3.2 Definition for elementary schools only: Reassignment is the change of  
704 assignment within the same elementary school building or site. At the  
705 elementary school level, unit members serving as regular education  
706 classroom teachers are assigned to a particular grade level(s).

707 12.3.3 Unit members requesting reassignment within a school shall be given  
708 priority placement into open assignments within the school before  
709 outside voluntary transferees are considered. In all instances, for the  
710 purposes of selection between two or more unit members with the  
711 required credential for a vacant position, all factors being equal, the  
712 more senior member will be selected. In the determination of equality  
713 between two or more unit members who have requested reassignment,  
714 the site staff shall consider: special program needs, the applicant's  
715 special training, professional skills, academic preparation, experience,  
716 and major/minor fields of study of each unit member.

717 12.3.4 The District shall not reassign unit members for arbitrary or capricious  
718 reasons.

719 12.3.5 At the written request of the unit member, the District shall provide the  
720 reasons for the reassignment in writing.



721 12.3.6 Except when the needs of the District require it or the unit member  
722 requests a change in assignment, a unit member in an elementary  
723 school assignment will not be subject to reassignment more often than  
724 once in two consecutive school years. Assignments to and from  
725 combination classes at the elementary school level are governed by  
726 subsection 12.3.8. (See also subsection 12.3.8 regarding combination  
727 classes.)

728 12.3.7 Whenever possible, a unit member shall be given at least ten working  
729 days notice of a reassignment.

730 12.3.8 A unit member reassigned during the school year (i.e. after the student  
731 school year has begun) shall be allowed at least three (3) days of  
732 release time for the purpose of preparing for the new assignment. The  
733 unit member shall receive assistance in moving materials, or shall  
734 receive hourly pay for authorized time spent moving as specified in  
735 12.1.3.

736 12.3.9 Elementary school site administrators will discuss the assignment of  
737 regular education combination classes with certificated staff before  
738 making such assignments. Elementary school site administrators will  
739 seek volunteers to teach combination classes before making decisions  
740 to assign unit members to teach combination classes. Elementary  
741 school site administrators shall consider volunteers to teach  
742 combination classes before making assignments to combination  
743 classes, but shall not be required to select the volunteer. Unless the  
744 needs of the District and students call for it, probationary unit  
745 members will generally not be assigned to teach elementary school  
746 combination classes. An elementary school unit member assigned to  
747 teach a combination class pursuant to this subsection who requests a  
748 change in assignment to a single grade pursuant to subsection 12.2.3  
749 shall be reassigned to a single grade in the following school year if at  
750 all possible. This subsection 12.3.9 does not apply to special  
751 education classes containing students from more than one grade level  
752 or age level.

753 12.4 **Voluntary Transfer Between School Sites**

754 12.4.1 Site administrators shall notify the Personnel Office by March 15 of  
755 vacant positions at their school sites remaining after assignments are  
756 made. The Personnel Office shall communicate to all certificated unit  
757 members a list of known vacant positions for the following school year  
758 by March 25 of each school year. A Certificated Request For Transfer  
759 Form will be included with this communication. Unit members who  
760 seek placement in open positions shall be placed in the following  
761 priority order: individuals transferred due to school closure;  
762 individuals subject to involuntary transfer; individuals who seek

- 763 reassignment to open positions in their own school site; and  
764 individuals who seek voluntary transfers.
- 765 12.4.2 Requests for transfer between schools shall be in writing on forms  
766 obtained from the Personnel Office. Such requests must be submitted  
767 to the Personnel Office by April 1. Forms shall be filled out in  
768 triplicate, with copies to the site administrator where the vacancy  
769 exists, the teacher initiating the request, and the Personnel Office.  
770 These requests shall include the school, the grade and/or subject to  
771 which the teacher desires to be assigned. A unit member requesting a  
772 transfer shall be notified by the Personnel Office within 10 working  
773 days of the request.
- 774 12.4.3 It shall be the responsibility of the Personnel Office to process all  
775 transfer requests. In determining which teacher shall be transferred,  
776 the Personnel Office shall give consideration to any special program  
777 needs, and the applicant's special training, professional skills,  
778 academic preparation, experience in the grade level of vacancy,  
779 experience in related fields and length of service in the District.
- 780 12.4.4 In all instances, for the purposes of selection between two or more unit  
781 members, with the required credential for a vacant position, all factors  
782 being equal, the District shall select the more senior member if the  
783 selection decision is made on or before April 15 for the following  
784 school year. As required by Education Code Section 35036, after  
785 April 15, the seniority priority described in this subsection shall not  
786 apply. In the determination of equality between two or more unit  
787 members who have applied for an open position, the District shall  
788 consider: special program needs, the applicant's special training,  
789 professional skills, academic preparation, experience, and major/minor  
790 fields of study, competencies, past evaluations, and advanced degrees  
791 of each unit member.
- 792 12.4.5 The Personnel Officer shall provide unit members requesting a transfer  
793 from one school to another with a written statement regarding the  
794 status of their request within ten (10) working days after receipt of the  
795 transfer request. Written notice will also be given upon final decision.
- 796 12.4.6 In those cases where the needs of the District make it necessary to  
797 deny the request of the unit member, it shall be the responsibility of  
798 the Superintendent or his/her designee to make the reasons for such  
799 denial clear to the unit member requesting transfer. At the unit  
800 member's written request, the District shall provide the reasons for the  
801 denial in writing.

802 12.4.7 A permanent unit member's request for transfer to another school shall  
803 have first consideration over newly employed certificated personnel,  
804 unless the selection decision is made after April 15 for the following  
805 school year, in which case this consideration priority shall not apply.

806 12.5 **Involuntary Transfer due to Reduced Enrollment**

807 12.5.1 In those cases where transfer or reassignment is necessary, during the  
808 school year, it shall be the District's policy to: (1) give first  
809 consideration to voluntary transfers or reassignment, (2) seek such  
810 changes through consultation with individuals requested to transfer or  
811 be reassigned, (3) provide ample time to make necessary arrangements  
812 for such transfer or reassignment, and (4) in the case of involuntary  
813 transfer, the site administrator shall first seek volunteers. If no  
814 volunteers are found, the site administrator must select the least senior  
815 unit member (based on the District's Certificated Seniority List).

816 12.5.2 The Personnel Officer shall provide a unit member transferred under  
817 this policy with a listing of current openings in the District and make  
818 reasonable effort to find a satisfactory reassignment similar to the one  
819 vacated.

820 12.5.3 In no event shall transfer or reassignment of a certificated unit member  
821 be initiated, prior to a conference with the unit member being  
822 transferred. No information regarding the decision to transfer or  
823 reassign shall be publicized prior to a conference with the unit  
824 member.

825 12.6 **Involuntary Transfers**

826 12.6.1 **Standards for Transfers**

827 Unit members shall not be transferred arbitrarily or capriciously.

828 12.6.2 **Site Administrator Initiated Transfer**

829 12.6.2.1 The site administrator may request the transfer of a unit  
830 member. Such a request shall be initiated with a  
831 conference between the unit member and site administrator.

832 12.6.2.2 The unit member may be accompanied by a representative.  
833 This conference and notification must take place by June 1.

834 12.6.2.3 The following criteria must be used in determining a  
835 decision to administratively transfer a unit member: (1)  
836 warning with documentation of behavior; and (2)  
837 intervention(s) with documentation. These steps must be  
838 taken prior to notifying a unit member of administrative  
839 transfer.

- 840 12.6.2.4 The conference shall be summarized in writing by the site  
841 administrator with copies sent to the unit member, the  
842 representative, and the Superintendent or designee.
- 843 12.6.2.5 A unit member being considered for an administrative  
844 transfer may request a conference with the Superintendent  
845 or designee within five (5) working days following the site  
846 administrator/unit member conference.
- 847 12.6.2.6 In the event of an egregious act(s) by a unit member, a site  
848 administrator may recommend an immediate involuntary  
849 transfer. The transfer may be implemented only after  
850 review by the Association and District. This review will  
851 take place within five (5) working days of the site  
852 administrator's recommendation.

853 12.6.3 **Superintendent Initiated Transfer**

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

859 12.7 **Transfer due to School Closure**

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

867 12.7.1 **Criteria for Transferring Unit Members due to School Closure**

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

- 870 12.7.1.1 The individual desires of the unit member as indicated on  
871 the request for transfer form.
- 872 12.7.1.2 The unit member's professional training and skills, and  
873 length of service in the District.

874 12.7.1.3 As positions become available in the District, affected unit  
875 members will be informed of those positions and will be  
876 given first choice. In addition, they will receive priority in  
877 terms of placement at schools receiving their students.  
878 Efforts will be made to confirm their new assignments for  
879 the coming school year prior to the last day of school.

880 12.7.2 **Moving Assistance for Unit Members Transferred due to School**  
881 **Closure**

882 12.7.2.1 The District shall provide transportation and personnel to  
883 move classroom materials to the new school site.

884 12.7.2.2 In order to inventory, pack, and move teacher property and  
885 authorized school property, unit members will be paid at  
886 the hourly rate for work authorized to be performed on  
887 weekends or non-school days and after the last bell ending  
888 the regular school day for all students, up to a maximum of  
889 twenty (20) hours.

890 **ARTICLE 13: CLASS SIZE**

891 For the 2012-2013 and 2013-2014 school years only, Sections 13.1-13.4 shall be revised  
892 as indicated below. With the exception of Subsections 13.4.1-13.4.3, the changes to  
893 these sections shall cease to be operative on June 30, 2014. Unless otherwise changed in  
894 re-opener negotiations pursuant to Article 26, Section 26.2.2, the status quo ante for  
895 negotiations regarding Article 13, Sections 13.1-13.2 for 2014-2015 shall be the language  
896 of those sections in effect in the Negotiated Agreement that expired on June 30, 2010.

897 13.1 **Staffing**

898 13.1.1 For the 2012-2013 and 2013-2014 school years only, staff will be  
899 assigned according to the following ratio:

900 13.1.1.1 24:1 at K-3 level, as long as the District participates in the  
901 State Program for class size reduction;

902 13.1.1.2 32:1 at grades 4-5 level; and

903 13.1.1.3 32:1 at the middle school.

904 13.1.2 **2012-2013 and 2013-2014 Staffing Ratio Calculation**

905 13.1.2.1 **Grade K-3**

906 For purposes of determining the grade K-3 staffing ratio,  
907 divide the total enrollment at the school in grades K-3 by  
908 24. The resulting quotient represents the number of  
909 teachers necessary to maintain the 24:1 staffing ratio. If the  
910 quotient is not a whole number, it will be rounded up if any  
911 fractional amount is equal to or greater than 0.5, and  
912 rounded down if any fractional amount is less than 0.5.  
913 The 24:1 staffing ratio will be deemed met if the school's  
914 total K-3 enrollment at the school divided by the number of  
915 teachers assigned to teach grades K-3 is 24.49 or less.

916 13.1.2.2 **Grade 4-5 and Grade 6-8**

917 For purposes of determining the grade 4-5 and grade 6-8  
918 staffing ratios, divide the total enrollment at the school in  
919 grades 4-5 or grades 6-8 (as applicable) by 32. The  
920 resulting quotient represents the number of teachers  
921 necessary to maintain the 32:1 staffing ratio at the school.  
922 If the quotient is not a whole number, it will be rounded up  
923 if any fractional amount is equal to or greater than 0.5, and  
924 rounded down if any fractional amount is less than 0.5.  
925 The 32:1 staffing ratio will be deemed met if the school's  
926 total grade level enrollment in grades 4-5 or grades 6-8 (as

927 applicable) divided by the number of teachers assigned to  
928 teach those grades is 32.49 or less.

929 13.1.3 For the purpose of staffing at the beginning of the school year, as soon  
930 as the average regular class size in a school exceeds the staffing ratio  
931 per school, the principal shall contact the District Office and determine  
932 what action can be taken to accommodate the excess of students in the  
933 school. The District will take action as soon as practicable, and in no  
934 instance later than 20 school days from the beginning of the school  
935 year. For the 2012-2013 and 2013-2014 school years, the required  
936 action shall include, but need not be limited to the overload provisions  
937 of section 13.2 below.

938 13.1.4 At the middle school, different strategies may be employed to maintain  
939 the 32:1 ratio, including allowing existing staff to teach extra sections,  
940 up to a maximum of ten (10) sections at each middle school.

941 13.1.4.1 Teachers who agree to teach an extra period shall receive  
942 compensation based on the following formula: base salary  
943  $\times .167/180 =$  rate per section per day which will not be  
944 creditable to the STRS Defined Benefits Plan, but may be  
945 credited to the STRS Supplemental Plan. If the period  
946 occurs during the periods 1-6, teachers shall be required to  
947 extend their school day by one period. Teachers electing  
948 this option shall conform to Article 14.3.

949 13.1.4.2 The site administrator and school staff will determine  
950 variations in class size according to program needs.

951 13.1.4.3 Special Education staff shall not be included in determining  
952 student ratio.

953 13.2 **Overload Procedures**

954 13.2.1 When the individual classroom enrollment in grades K-5 exceed 33  
955 students (34 students when the school has created a resource teacher  
956 position out of the teacher/student ratio), the site administrator shall:  
957 (1) reorganize classes in a manner so as to reasonably balance class  
958 size, or (2) if reorganization is impractical, contact the District office  
959 to determine what action can be taken to accommodate the excess  
960 number of students in the class(es).

961 13.2.2 For the 2012-2013 and 2013-2014 school years only (subject to  
962 reopening for 2011-2012 pursuant to Article 26), the following staffing  
963 and class size payments shall apply:

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13.2.2.1 **Grade K-3 School-wide Staffing Payment**

- 13.2.2.1.1 If the K-3 school-wide staffing ratios set forth in Section 13.1.1 above are met, there shall be no Grade K-3 school-wide staffing payment.
- 13.2.2.1.2 If the school-wide staffing ratio set forth above in grades K-3 at a school is exceeded, each teacher assigned to teach at grades K-3 at the school shall receive \$150 per attendance period in which the school-wide staffing ratio in grades K-3 is exceeded.

13.2.2.2 **Elementary School Grade-Level Staffing/Class Size Payment**

Regardless of whether any Grade K-3 school-wide staffing payment applies, the District will provide class size payments in elementary schools under the following conditions:

13.2.2.2.1 **K-3 Class Size Payments:**

- 13.2.2.2.1.1 If the average number of students enrolled per teacher at a single grade level in grades K-3 is 24 students or fewer, no grade-level staffing/class size payment shall apply. For purposes of this calculation, the grade-level averages for kindergarten, first grade, second grade, and third grade shall be calculated separately.
- 13.2.2.2.1.2 If the average number of students enrolled per teacher at a single grade level in grades K-3 is more than 24 students, all teachers in the K-3 grade level who have more than 24 students enrolled in their classes shall receive a class size payment of \$5/student/day for each student over 24. Teachers at



1005 the grade level with 24 or  
1006 fewer students enrolled in the  
1007 class shall receive no class  
1008 size payment.

1009 13.2.2.2.2 **Grades 4-5 Class Size Payments:**

1010 13.2.2.2.2.1 If the average number of  
1011 students enrolled per teacher  
1012 at a single grade level in  
1013 grades 4-5 is 32 students or  
1014 fewer, no grade-level  
1015 staffing/class size payment  
1016 shall apply. For purposes of  
1017 this calculation, the grade-  
1018 level averages for grades 4  
1019 and 5 shall be calculated  
1020 separately.

1021 13.2.2.2.2.2 If the average number of  
1022 students enrolled per teacher  
1023 at a single grade level in  
1024 grades 4-5 is more than 32  
1025 students, all teachers in the  
1026 grades 4-5 grade level who  
1027 have more than 32 students  
1028 enrolled in their classes shall  
1029 receive a class size payment  
1030 of \$5/student/day for each  
1031 student over 32. Teachers at  
1032 a grade level with 32 or fewer  
1033 students enrolled in the class  
1034 shall receive no class size  
1035 payment.

1036 13.2.2.2.3 **Combination Class Calculation:**

1037 For purposes of calculating staffing ratios  
1038 and class size payments at elementary  
1039 schools, a combination class shall be  
1040 counted as part of the lowest grade level in  
1041 the combination (e.g., a grade 3/4  
1042 combination will be covered as a grade 3  
1043 class).

- 1044                            13.2.2.3    **Middle School Grade-Level Staffing/Class Size Penalty**
- 1045                            13.2.2.3.1    The District will provide class size payments  
1046                            in middle schools to any teacher when the  
1047                            total number of students enrolled in the  
1048                            teacher’s classes exceeds the following  
1049                            numbers:
- 1050                            13.2.2.3.1.1    160 students in required core  
1051                            classes in math, science,  
1052                            English language arts, social  
1053                            sciences, and any English  
1054                            Language Development  
1055                            classes in these required core  
1056                            subjects;
- 1057                            13.2.2.3.1.2    180 students in physical  
1058                            education classes;
- 1059                            13.2.2.3.1.3    170 students in elective  
1060                            classes other than music;
- 1061                            13.2.2.3.1.4    210 students in music classes.
- 1062                            13.2.2.3.2    The middle school class size payment shall  
1063                            be \$1 per day per student in excess of the  
1064                            number of students listed above. The  
1065                            student thresholds listed above shall be  
1066                            prorated if the teacher is assigned to teach  
1067                            classes in more than one of the subject areas  
1068                            listed above.
- 1069                            13.2.2.4    **General Class Size Payment**
- 1070                            13.2.2.4.1    The District will endeavor to balance class  
1071                            enrollments at grade levels at each school to  
1072                            the extent such balancing is reasonably  
1073                            practicable and meets the needs of the  
1074                            District and students’ instructional needs.
- 1075                            13.2.2.4.2    No class size payments shall be assessed  
1076                            during the first attendance accounting period  
1077                            of each school year. (This does not apply to  
1078                            SDC class size payments required under  
1079                            Section 13.4.4 which begins on the first day  
1080                            of school.) Attendance accounting periods  
1081                            are approximately 20 student instructional  
1082                            days. In order to avoid the need to calculate  
1083                            actual enrollment and staffing on a daily

1084 basis, all class size payments shall be  
1085 determined based on the enrollments,  
1086 staffing ratios, and/or class sizes calculated  
1087 on the last day of each attendance  
1088 accounting period. The enrollments,  
1089 staffing ratios, and/or class sizes calculated  
1090 on this date shall be deemed to have been in  
1091 place for the entire attendance accounting  
1092 period, and any class size calculated on the  
1093 date shall be deemed to have been in place  
1094 for the entire attendance accounting period,  
1095 and any class size payments shall be based  
1096 on the data derived from the last day of the  
1097 applicable attendance accounting period.

1098 13.2.2.4.3 All class size payments shall be prorated for  
1099 part-time teachers.

1100 13.3 **Overload Plan**

1101 The plan, according to 13.2 above, shall be communicated to involved staff by the  
1102 site administrator within five (5) working days of the assignment of a student who  
1103 creates the overload. The implementation of the plan shall be completed within  
1104 twenty (20) working days. When resource specialist case loads exceed twenty-  
1105 eight (28) students, the District shall: (1) reorganize in a manner so as to  
1106 reasonably balance case loads; or (2) if reorganization is impractical, the  
1107 Association and the District will meet to determine what action can be taken to  
1108 accommodate the excess case load.

1109 13.4 **Provisions for Special Education Teachers**

1110 13.4.1 The District will follow the caseload limits for Resource Specialist as  
1111 set forth in Education Code 56362 (28); and for 3-5 year-olds in  
1112 Education Code 56441.5 adult to child ratio (5 to 1).

1113 13.4.2 K-8 Language Speech Hearing (LSH) therapists shall have a caseload  
1114 not to exceed 55 unless Education Code 56363.3 is revised. The  
1115 caseload shall not exceed the number specified in the Education Code.

1116 13.4.3 LSH therapists who serve 3-5 year olds shall have a caseload not to  
1117 exceed 40 unless Education Code 56441.7 is revised. The caseload  
1118 shall not exceed the number specified in the Education Code.

1119 13.4.4 For the 2012-2013 and 2013-2014 years only, if Special Day Classes  
1120 exceed the following maximums, the District shall pay the teachers in  
1121 those classes the amounts specified in Section 13.4.4.3:

1122 13.4.4.1 Moderate to Severe (in all schools): 10 students per  
1123 teacher.

- 1124 13.4.4.2 Mild to Moderate (in elementary schools only): 14  
1125 students per teacher.
- 1126 13.4.4.3 If the number of students assigned to Special Day Classes  
1127 exceeds the amounts specified in Sections 13.4.4.1 and  
1128 13.4.4.2, the teachers assigned to those classes shall receive  
1129 a payment of \$5/student/day for each student in the Special  
1130 Day Class over the specified amounts.
- 1131 13.4.4.4 In order to avoid the need to calculate actual enrollment  
1132 and staffing on a daily basis, all class size payments shall  
1133 be determined based on the enrollments, staffing ratios,  
1134 and/or class sizes calculated on the last day of each  
1135 attendance accounting period. The enrollments, staffing  
1136 ratios, and/or class sizes calculated on this date shall be  
1137 deemed to have been in place for the entire attendance  
1138 accounting period, and any class size calculated on the date  
1139 shall be deemed to have been in place for the entire  
1140 attendance accounting period, and any class size payments  
1141 shall be based on the data derived from the last day of the  
1142 applicable attendance accounting period.

1143 **ARTICLE 14: HOURS, RESPONSIBILITIES, WORK**  
1144 **YEAR**

1145 14.1 **Work Day and Responsibilities**

1146 14.1.1 Unit members shall be at their respective work sites at least one-half  
1147 (1/2) hour prior to their first scheduled class of the student day.

1148 14.1.2 The school day for students is set forth in Section 14.11. The regular  
1149 student contact day for a classroom teacher will be a minimum of:

1150 14.1.2.1 280 minutes K-3

1151 14.1.2.2 300 minutes 4-5

1152 14.1.2.3 260 minutes 6-8

1153 14.1.3 In addition, unit members are responsible for the following:

1154 14.1.3.1 Implementing the classroom instructional program with  
1155 students;

1156 14.1.3.2 Planning for the implementation of the classroom  
1157 instructional program;

1158 14.1.3.3 Planning and implementing extracurricular activities for  
1159 students;

1160 14.1.4.4 Supervising the conduct and providing for the safety of  
1161 children using the playground or building, including yard  
1162 duty;

1163 14.1.3.5 Reporting to parents and students on student progress;

1164 14.1.3.6 Participating in groups and activities that include District  
1165 parents and staff working jointly for the improvement of  
1166 the educational program;

1167 14.1.3.7 Participating in Back-to-School and Open House;

1168 14.1. 3.8 Fulfilling other assigned activities when provided release  
1169 time from normal instructional activities, and

1170 14.1.3.9 Adjunct duties as defined in Section 14.2 below.

- 1171 14.2 **Adjunct Duties**
- 1172 14.2.1 Adjunct duties are part of a unit member’s required responsibilities,  
1173 are divided into District and Site requirements, and are not  
1174 compensated with additional pay.
- 1175 14.2.2 Required District-wide adjunct duties include, but are not limited to,  
1176 department leadership, site council membership, and leadership team.
- 1177 14.2.3 Required Site adjunct duties will consist of those duties that are  
1178 decided by the staff in collaboration with the site administrator.
- 1179 14.2.4 The leadership team at each site in collaboration with the site  
1180 administrator will annually determine the fair and equitable  
1181 distribution of adjunct duties. In determining the distribution of  
1182 adjunct duties, the leadership team and site administrator shall  
1183 consider the additional workload associated with special education unit  
1184 members’ regular professional responsibilities and make appropriate  
1185 adjustments.
- 1186 14.2.5 Special education teachers who have not attained permanent status will  
1187 not be required to perform adjunct duties.
- 1188 14.3 **Lunch Period**
- 1189 All unit members shall be entitled to a minimum duty-free lunch period of thirty  
1190 (30) minutes per day.
- 1191 14.4 **Preparation Periods and School Schedule**
- 1192 14.4.1 The middle school schedule shall include:
- 1193 14.4.1.1 A 6-period day schedule including 5 instructional periods  
1194 and 1 period set aside exclusively for teacher preparation  
1195 and planning.
- 1196 14.4.1.2 In addition to (1) above, 1 homeroom/advisory period shall  
1197 be included in the Middle School schedules.
- 1198 14.4.2 Elementary special day class teachers shall receive the equivalent of  
1199 six (6) days per year of release time (can be broken into half days) to  
1200 provide additional time to be used for IEPs, testing and related special  
1201 education duties. The release time must be requested at least ten (10)  
1202 days in advance, is subject to approval of the site administrator, and  
1203 may not be taken adjacent to scheduled school holidays or vacation  
1204 breaks.
- 1205 14.4.3 Pre-K, K-8 teachers will be provided preparation time on at least 18  
1206 days per school year when students are released early. This time will

1207 be reserved exclusively for teacher preparation. Other early released  
1208 days will be utilized for activities determined by the District.

1209 14.4.4 In addition, teachers in grades 4-5 will be provided two 50-minute  
1210 preparation periods during each full week of instruction. Grade 4-5  
1211 teachers will be encouraged by the parties to develop a core  
1212 curriculum approach to further reduce the requirement for multiple  
1213 subject preparation.

1214 14.5 **Mandatory Staff, Grade-Level, And Staff Development Meetings On Early**  
1215 **Release Days**

1216 On days on which students are released early, faculty meetings, grade  
1217 level/department meetings, staff development, and other mandatory District or  
1218 site directed activities shall be scheduled to commence as soon as practicable, but  
1219 not later than 15 minutes after the student instructional day ends. These activities  
1220 shall be no more than 90 minutes long on early release days.

1221 14.6 **Schedule Development**

1222 14.6.1 Each site staff in collaboration with the site administrator shall:

1223 14.6.1.1 Develop a daily and weekly schedule (with or without  
1224 staggered sessions as defined in District Policy) that  
1225 provides for the required minutes of instruction exclusive  
1226 of recesses (except kindergarten and pre-school, where all  
1227 minutes are included as instructional minutes) and lunch  
1228 time.

1229 14.6.1.2 Establish the frequency and length of staff meetings, and  
1230 establish the guidelines for development of the agenda.  
1231 However, the site administrator may call special school  
1232 level staff meetings in an emergency (see Appendix C).

1233 14.6.1.3 Develop and implement a process to place students  
1234 equitably at each grade level based upon their unique  
1235 needs.

1236 14.6.1.4 Establish a break/yard duty schedule that is equitable and  
1237 promotes staff wellness.

1238 14.7 **Voluntary Activities**

1239 All the duties listed in Appendix E, (“Supplemental Pay Activities”) are  
1240 voluntary. If no unit members volunteer, the District shall make all reasonable  
1241 efforts to find non-unit District employees or persons not employed by the District  
1242 to perform the duties. If the District cannot meet the identified student needs  
1243 through these efforts, the site administrator may assign the duty to unit

1244 member(s). Performance of these extra duties will not be considered in the  
1245 equitable allocation of the adjunct duties.

1246 14.8 **Work Year**

1247 14.8.1 The basic work year shall be 184 days for new unit members and 183  
1248 for returning unit members, with the following exceptions:

1249 14.8.1.1 Psychologist 194

1250 14.8.1.2 Program Specialist 194

1251 14.8.2.3 Counselor 194

1252 14.8.2.4 Librarian 194

1253 14.8.2.5 Nurse 196

1254 14.8.1.6 Teacher Advisor 192

1255 14.8.2 For the 2012-2013 school year only, the work year shall be reduced,  
1256 and unit members' salaries and the salary schedule shall be reduced  
1257 pursuant to Section 14.8.4 and Article 9, Section 9.3. For this one-  
1258 year reduced work year period, the work year shall be 182 days for  
1259 new unit members and 181 days for returning unit members, with the  
1260 following exceptions:

1261 14.8.2.1 Psychologist 192

1262 14.8.2.2 Program Specialist 192

1263 14.8.2.3 Counselor 192

1264 14.8.2.4 Librarian 192

1265 14.8.2.5 Nurse 194

1266 14.8.2.6 Teacher Advisor 190

1267 14.8.3 The parties may negotiate regarding the work year for the 2013-2014  
1268 year, and the status quo ante for those negotiations shall include the  
1269 basic work year described in Section 14.8.1.

1270 14.8.4 Any increase in the length of the year shall result in an increase of one  
1271 current salary per diem for each day of increase. Any reduction in the  
1272 work year shall result in a salary reduction of one per diem for each  
1273 day of reduction.

1274 14.8.5 If program needs arise, unit members can request increased days in  
1275 their work year on an as needed basis.



- 1276 14.8.6 Psychologist, Program Specialist, Counselor, Nurse, Teacher Advisor,  
1277 and Librarian workdays will be scheduled by the appropriate  
1278 administrator in collaboration with the individual before the school  
1279 year begins.
- 1280 14.8.7 For the Resource Specialist, the District will budget a pool of extra  
1281 paid days that the Resource Specialists may utilize for additional job  
1282 requirements or projects. Individual requests for such days must be  
1283 pre-approved by the site administrator and the Director of Special  
1284 Education. The additional days will be paid at the per diem rate and  
1285 scheduled in collaboration between the site administrator and Resource  
1286 Specialist.
- 1287 14.9 **Development Of Work Calendar**
- 1288 14.9.1 The basic work year for unit members shall consist of 183 work days  
1289 and 180 instructional days.
- 1290 14.9.2 The reduced work year required by Section 14.8.2 shall include 178  
1291 student instructional days.
- 1292 14.9.3 **Development of Work Calendar**
- 1293 14.9.3.1 Each year the parties will negotiate the work calendar for  
1294 unit members. Prior to the onset of negotiations, and no  
1295 later than the end of February, a draft of the work calendar  
1296 will be submitted to the parties by a committee consisting  
1297 of two members selected by the Association and two by the  
1298 District.
- 1299 14.9.3.2 For the 2012-2013 school year, the work calendar for unit  
1300 members shall be revised to establish December 21, 2012,  
1301 and May 24, 2013 as unpaid non-work days.
- 1302 14.10 **Elementary School Parent Conferencing**
- 1303 14.10.1 Parent conferencing on student progress shall be scheduled and  
1304 performed before or after the regular school day during a three-week  
1305 period designated by the site staff in collaboration with the site  
1306 administrator in each of the first and second trimesters or quarters  
1307 unless the staff and the site administrator at the school site agree to  
1308 schedule parent conferences on ten (10) minimum days (5 days in the  
1309 fall and 5 days in the spring to be agreed upon prior to the end of  
1310 school in the previous year) and adjust the remaining school days  
1311 sufficient instructional minutes to meet the minimum annual  
1312 instructional minute standard for students.
- 1313 14.10.2 Each teacher shall submit the schedule of parent conferences to be  
1314 held at the school site in writing to the teacher's principal prior to the

1315 start of each conference period. Teachers shall provide all parents  
1316 with an opportunity to schedule a conference. Parent conferences shall  
1317 be scheduled where special needs and concerns are present.

1318 14.10.3 The District will provide teachers in grades 4 through 5 with release  
1319 time for two (2) additional parent conferencing days, one in the fall,  
1320 and one in the spring. The school site administrator will schedule  
1321 these days in order to ensure the employment of substitute teachers.  
1322 The District will make all reasonable efforts to adhere to the  
1323 established substitute schedule, and will not arbitrarily cancel the  
1324 scheduled substitutes.

1325 14.11 **Instructional Minutes Per Day and Year**

1326 14.11.1 The school day for students shall provide for the following:

1327 14.11.1.1 **Kindergarten**

1328 An average of 240 minutes of instruction daily, inclusive of  
1329 20 minutes of recess, and a minimum of an annual total of  
1330 360 additional minutes of contingencies. The students'  
1331 instructional day shall be no less than 180 minutes.

1332 14.11.1.2 **Grades 1, 2, 3**

1333 An average of 280 minutes of instruction daily, and a  
1334 minimum of an annual total of 504 additional minutes for  
1335 contingencies. The students' instructional day shall be no  
1336 less than 240 minutes.

1337 14.11.1.3 **Grades 4 & 5 and Alternative 6,7,8**

1338 An average of 300 minutes of instruction daily, and a  
1339 minimum of an additional 504 minutes annually for  
1340 contingencies. The students' instructional day shall be no  
1341 less than 240 minutes.

1342 14.11.1.4 **Middle School: Grades 6,7,8**

1343 An average of 310 minutes of instruction daily, exclusive  
1344 of passing time. The students' instructional day shall be no  
1345 less than 240 minutes.

1346 14.11.2 The Superintendent may authorize minimum school days as defined in  
1347 the California Education Code for parent-teacher conferences, in-  
1348 service education and special events. If minimum school days are  
1349 authorized, students shall be provided at least the same number of  
1350 annual instructional minutes specified in this policy.

1351 14.12 **Substitute Services – Middle School Level**

1352           Certificated unit members at the middle school who serve as substitutes shall be  
1353           compensated at the hourly rate for each period that they serve as a substitute.

1354 14.13 **Additional Assignments**

1355           Summer School assignments, temporary administrative assignments, and special  
1356           summer projects (such as curriculum development, etc.) shall not fall under the  
1357           provisions of this Article.

1358 **ARTICLE 15: EVALUATION**

1359 15.1 **Evaluation Procedures**

1360 15.1.1 **Evaluation Timelines**

1361 15.1.1.1 On or before September 15: All unit members who will be  
1362 formally evaluated that school year will be notified and  
1363 informed of who the designated evaluator will be.

1364 15.1.1.2 Unit members eligible for the Self-Evaluation Option  
1365 (Section 15.2.2) submit requests to use such option to the  
1366 designated evaluator no later than October 1, and the  
1367 designated evaluator shall approve or deny the request by  
1368 October 15.

1369 15.1.1.3 The planning conference between evaluator and evaluatee  
1370 shall take place by October 15.

1371 15.1.1.4 January 31: First formal observation for non-permanent  
1372 unit members shall be completed.

1373 15.1.1.5 March 1: Any unit member who the evaluator determines  
1374 is at risk of receiving an overall unsatisfactory final  
1375 evaluation (“Does Not Meet Standards”) shall be notified  
1376 of this fact in a conference and informed of the evaluator’s  
1377 concerns.

1378 15.1.1.6 April 15: Second formal observation shall be completed  
1379 for non-permanent unit members. For permanent unit  
1380 members, if the evaluator decides to conduct formal  
1381 observation(s), any formal observation(s) shall be  
1382 conducted by April 15.

1383 15.1.1.7 30 Days Before Last Day of School: Final written  
1384 evaluation must be given to unit members being evaluated.

1385 15.1.2 **Evaluation Criteria**

1386 15.1.2.1 The District shall evaluate and assess certificated unit  
1387 members’ performance as it reasonably relates to:

1388 15.1.2.1.1 The progress of students toward the  
1389 District’s content standards, and if  
1390 applicable, the state adopted academic  
1391 content standards as measured by state  
1392 adopted criterion referenced assessments;

- 1393 15.1.2.1.2 The instructional techniques and strategies  
1394 used by the unit member;
- 1395 15.1.2.1.3 The unit members' adherence to the  
1396 District's curriculum;
- 1397 15.1.2.1.4 The establishment and maintenance of the  
1398 learning environment;
- 1399 15.1.2.1.5 The unit member's ability to communicate  
1400 effectively;
- 1401 15.1.2.1.6 The fulfillment of professional  
1402 responsibilities.
- 1403 15.1.2.2 For non-instructional unit members, or for unit members  
1404 without a case load, the District shall evaluate and assess  
1405 their performance as it reasonably relates to the fulfillment  
1406 of the job responsibilities as set forth in the appropriate job  
1407 descriptions.
- 1408 15.1.2.3 The California Standards for the Teaching Profession shall  
1409 be utilized to evaluate teachers on criteria 15.1.2.1.2  
1410 through 15.1.2.1.5 listed above.
- 1411 15.1.3 **Formal Observation Procedures for Unit Members**
- 1412 15.1.3.1 The formal classroom observation must be completed with  
1413 the accompanying observation form to follow within five  
1414 working days. This observation must be a minimum of  
1415 twenty (20) minutes in length and a maximum of forty-five  
1416 (45) minutes. Observations of middle school unit members  
1417 may last the length of a standard instructional period. The  
1418 observation may be for a longer period of time if mutually  
1419 agreed to by the evaluatee and the evaluator.
- 1420 15.1.3.2 Each evaluator must conduct at least two formal  
1421 observations for non-permanent unit members. The first  
1422 formal observation shall be completed by January 31, and  
1423 the second formal observation shall be completed by April  
1424 15.
- 1425 15.1.3.3 Formal observations will be reduced to writing and made  
1426 available to the evaluatee within five (5) working days of  
1427 their occurrence. The evaluator and the evaluatee shall  
1428 hold a post-observation conference within ten (10) working  
1429 days after the formal observation.

1430 15.1.3.4 If the evaluator elects to conduct formal observations of a  
1431 permanent unit member, the procedures and timelines for  
1432 formal evaluations in Section 15.1.1 shall be followed, and  
1433 any such formal observation(s) shall be completed no later  
1434 than April 15.

1435 15.1.4 **Evaluation as a Continuous Process**

1436 Data will be collected and shared regarding performance on a  
1437 continuous basis. The evaluator is expected to address significant  
1438 concerns and deficiencies with the unit member throughout the year,  
1439 and shall not unreasonably “hold” such concerns for the evaluation. If  
1440 a deficiency is noted in an evaluation, a conference must be held with  
1441 the evaluatee to review the matter and possible recommendations for  
1442 improvement. The evaluator’s role to assist the unit member shall  
1443 include, but need not be limited to Article 15.5.1.1 to 15.5.1.4.

1444 15.1.5 **Evaluators for Itinerant and Non-Classroom Unit Members**

1445 15.1.5.1 For itinerant unit members with a caseload who are  
1446 assigned to more than one site, the Superintendent or  
1447 designee shall assign the evaluator. In most instances the  
1448 evaluator shall be one of the itinerant unit member’s site  
1449 administrators. The evaluator shall coordinate the input  
1450 from the other site administrators to whom the unit member  
1451 is assigned. The evaluator is responsible for meeting with  
1452 the evaluatee for planning purposes, for convening all  
1453 evaluation conferences, and for completing and signing the  
1454 evaluation forms.

1455 15.1.5.2 For non-classroom unit members who do not have a regular  
1456 caseload (e.g., nurses, counselors, psychologists, program  
1457 specialists, librarians, and teacher advisors), the  
1458 Superintendent or designee shall assign the evaluator who  
1459 shall be responsible for the evaluation, including meeting  
1460 with the evaluatee for planning purposes, for convening all  
1461 evaluation conferences, for completing and signing all  
1462 evaluation forms, and for obtaining input from all the  
1463 appropriate administrators to whom the employee is  
1464 assigned.

1465 15.2 **General Evaluation Guidelines**

1466 15.2.1 Permanent certificated unit members shall be evaluated at least every  
1467 other year. Non-permanent unit members and permanent unit  
1468 members who are on an Assistance Plan shall be evaluated every year.

1469 15.2.2 Two styles of evaluation are provided for in the Certificated  
1470 Employees Evaluation System. In the third year of permanency a unit  
1471 member may choose the Self-Evaluation Option if: (1) mutually  
1472 agreed to with the site administrator; (2) the employee received “Meets  
1473 or Exceeds Standards” on his/her prior evaluation; and (3) the  
1474 employee has been in the District for 5 years.

1475 15.2.3 As allowed by Education Code Section 44664(a)(3), with the mutual  
1476 agreement of the evaluator and unit member, a permanent unit member  
1477 may be evaluated at least every five (5) years if he/she has been  
1478 employed at least ten (10) years with the District, is highly qualified, if  
1479 he/she occupies a position that is required to be filled by a highly  
1480 qualified professional by the Federal No Child Left Behind Act as  
1481 defined in 20 U.S.C.S. 7801, and whose previous evaluation rated the  
1482 unit member as meeting or exceeding standards. The evaluator or the  
1483 unit member may withdraw consent for this five-year evaluation  
1484 option at any time.

1485 15.2.4 The evaluator and evaluatee shall sign all forms. Such signature does  
1486 not constitute agreement with the judgments of the evaluator, but only  
1487 that the evaluatee has read the evaluation document and received a  
1488 copy.

1489 15.2.5 Forms used at all stages of the Evaluation process must be mutually  
1490 agreed upon by the District and the Association and are contained in  
1491 Appendix F. If there is a conflict between Article 15 and Appendix F,  
1492 the provision of Article 15 takes precedence. The evaluation  
1493 timelines, the District evaluation goals and indicators, and all the  
1494 evaluation forms shall constitute the Certificated Employee Evaluation  
1495 System, which is contained in Appendix F and incorporated into this  
1496 Agreement.

1497 15.2.6 Evaluatees shall have the right to attach written comments to any  
1498 evaluation documents.

1499 15.2.7 An evaluator shall not base the evaluation of a unit member on  
1500 information that the evaluator has not verified, substantiated, or  
1501 corroborated.

1502 15.3 **Evaluation of Certificated Staff Assigned or Reassigned After the Beginning**  
1503 **of the School Year**

1504 Whenever a certificated staff member is assigned to a position after October 15  
1505 and before March 1, or is reassigned during that period, it will be the  
1506 responsibility of the evaluator and the evaluatee to conduct a Planning Conference  
1507 and complete a Planning Conference Report form. It is suggested that the  
1508 constraints be noted regarding the remaining portion of the school year, the  
1509 unique characteristics of the assignment, and other factors that affect the

1510 evaluation. The Evaluator will consider these constraints and all other conditions  
1511 when writing the Observations and Evaluation reports.

1512 15.4 **Problem Solving Procedures**

1513 15.4.1 If the evaluator and employee have an unresolved disagreement over  
1514 the evaluation/observation procedures, the employee may elect to  
1515 implement the following Problem Solving Procedure:

1516 15.4.1.1 Within five (5) days of the request, the evaluator, the  
1517 employee, and a person of each party's choice shall meet to  
1518 discuss the problem.

1519 15.4.1.2 If the disagreement cannot be resolved, written summary  
1520 reports will be submitted to the Superintendent by the  
1521 evaluator and the employee within five (5) days.

1522 15.4.2 The District's established grievance procedures may be utilized for  
1523 processing disputes that may arise over the evaluation procedure, but  
1524 shall not be used to challenge the professional judgments of the  
1525 evaluator.

1526 15.5 **Assistance Plan and Participation in the Peer Assistance Program**

1527 15.5.1 An Assistance Plan is required for any employee who receives a "Does  
1528 Not Meet Standards" on an evaluation. The evaluator shall confer  
1529 with the employee and make specific recommendations as to areas of  
1530 improvement in the employee's performance and endeavor to assist  
1531 the employee in such performance. By September 15 of the  
1532 contractual year's beginning, these recommendations must be reduced  
1533 to writing, and together with a timeline will constitute the Assistance  
1534 Plan. Any unit member on an Assistance Plan must annually  
1535 participate in the evaluation process until the unit member receives a  
1536 positive evaluation. The Assistance Plan shall include at least the  
1537 following:

1538 15.5.1.1 Description of the duties performed in an unsatisfactory  
1539 manner below District standards;

1540 15.5.1.2 Description of measurable improvement required to meet  
1541 District standards;

1542 15.5.1.3 Description of assistance the District will provide to help  
1543 the unit member meet the District's standards; and

1544 15.5.1.4 Description of the timeline within which the unit member is  
1545 expected to demonstrate improvement.



- 1546 15.5.2 A unit member with permanent status whose most recent performance  
1547 evaluation contains an overall “Does Not Meet Standards” in the areas  
1548 of subject matter knowledge, teaching strategies, or teaching methods  
1549 and instruction, must participate in the Peer Assistance Program,  
1550 attached as Appendix I, until the unit member receives a positive  
1551 evaluation or the District determines that further participation is no  
1552 longer warranted.
- 1553 15.6 **Employee Files**
- 1554 15.6.1 Copies of a unit member’s Summary Certificated Personnel Evaluation  
1555 Report shall be filed only in the District Personnel Office and the  
1556 evaluator’s office. These files are open for inspection by the unit  
1557 member and/or a designated representative having the unit member’s  
1558 written authorization.
- 1559 15.6.2 Information of a derogatory nature shall not be entered or filed unless  
1560 or until the unit member is given notice and an opportunity to review,  
1561 to comment, and sign an acknowledging receipt.
- 1562 15.6.3 A unit member shall have the right to attach written comments to any  
1563 derogatory statement. A unit member may review the file during  
1564 normal Personnel Office hours.
- 1565 15.6.4 If such derogatory information is placed in the unit member’s  
1566 personnel file in the District Personnel Office, the unit member shall  
1567 have the opportunity to review and respond to the information within a  
1568 reasonable amount of time during normal Personnel office hours.
- 1569 15.6.5 Employee’s files are confidential. Governing Board members may  
1570 only review an employee’s file at a duly constituted personnel session  
1571 of the Governing Board.
- 1572 15.7 **Review and Revision of Appendix F**
- 1573 The parties agree to re-open negotiations on Article 15 by December 3, 2012 to  
1574 discuss options for improving the evaluation systems for unit members.

1575 **ARTICLE 16: LEAVE PROVISIONS**

1576 16.1 **Sick Leave**

1577 16.1.1 Certificated unit members shall be granted sick leave at the rate of one  
1578 day for each month of employment, but not to exceed twelve (12) days  
1579 per year. This sick leave shall be cumulative without a limit. Sick  
1580 leave is not cumulative month by month, but each year leave shall  
1581 accrue and be available as of the first workday of that particular year.

1582 16.1.2 Sick leave shall only be used as allowed by law and this Article.

1583 16.1.3 Certificated unit members who teach a full session of Summer School  
1584 shall be granted one (1) additional day of sick leave. (See Section  
1585 11.4). Sick leave benefits may only be used in summer school to the  
1586 extent allowed by Article 11, Section 11.4.

1587 16.1.4 Certificated unit members working on an extended year basis shall  
1588 accrue sick leave annually on the following basis:

1589 16.1.4.1 Basic Work Year 10 days of sick leave

1590 16.1.4.2 188-215 Work Days 11 days of sick leave

1591 16.1.4.3 Over 215 Work Days 12 days of sick leave

1592 16.1.5 Full-time certificated unit members working less than the basic work  
1593 year shall accrue sick leave on the basis of one day of sick leave for  
1594 each eighteen (18) days of employment.

1595 16.2 **Extended Illness Leave**

1596 16.2.1 In the event of illness/disability, the unit member shall utilize sick  
1597 leave in the following order:

1598 16.2.1.1 Use balance of current year's sick leave.

1599 16.2.1.2 Use other accumulated sick leave.

1600 16.2.3.3 During each school year, when a unit member has  
1601 exhausted all available sick leave, including all  
1602 accumulated sick leave, and continues to be absent from  
1603 duties on account of illness or accident for an additional  
1604 period of five (5) school months, the amount paid to unit  
1605 members during the additional five months in which the  
1606 absence occurs shall be the difference between the unit  
1607 member's per diem and the substitute pay or 50% of the per  
1608 diem, whichever is greater.

1609 16.2.2 The District may require a unit member to provide a medical  
1610 certification from a physician verifying the illness or disability, which  
1611 resulted in the absence. Failure by the unit member to provide such  
1612 written medical certification shall result in loss of the 50% per diem  
1613 pay. The District shall continue to make all contributions toward the  
1614 unit member's health and welfare program that are required by Article  
1615 10 during this period of disability.

1616 16.2.3 The sick leave, including accumulated sick leave, and the five-month  
1617 period shall run consecutively. A unit member shall not be provided  
1618 more than one five-month period per illness or accident. But if a  
1619 school year terminates before the five-month period is exhausted, the  
1620 unit member may take the balance of the five-month period in the  
1621 subsequent school year.

1622 16.3 **Notification of Sick Leave/Physician's Certification**

1623 16.3.1 By the fifth consecutive work day of absence due to illness/disability,  
1624 the unit member may be required to provide to the Personnel Officer, a  
1625 written statement from a physician certifying that the physician has  
1626 determined the nature of the illness/disability, and that it renders the  
1627 unit member unable to work. The physician's statement shall be  
1628 specific as to the expected duration of the unit member's absence due  
1629 to the illness/disability. At reasonable intervals thereafter, the District  
1630 may require from the unit member additional written statements by a  
1631 physician certifying to the continuing disability.

1632 16.3.2 In the event of a scheduled disability (surgery, childbirth, etc.), the unit  
1633 member shall notify the Personnel Officer in writing of the anticipated  
1634 absence. Such notification shall include the anticipated beginning date  
1635 of leave, and the anticipated date of return to duty. Whenever  
1636 possible, such notification shall be provided at least twenty (20)  
1637 working days prior to the scheduled disability.

1638 16.4 **Leave to Care for a Child, Parent, or Spouse**

1639 16.4.1 In any school year, unit members may use up to six (6) days of sick  
1640 leave to attend to an illness of the unit member's child, parent, spouse,  
1641 or domestic partner. For the purpose of this section, "domestic  
1642 partner" shall be defined according to Article 10, Section 10.2. By the  
1643 fifth (5<sup>th</sup>) consecutive work day of absence and upon the District's  
1644 request, the unit member may be required to submit a physician's  
1645 statement or other acceptable documentation to verify the illness.

1646 16.4.2 As used in this section, "child" means a biological, foster, or adopted  
1647 child, a stepchild, a legal ward, or a child of a person standing in loco  
1648 parentis. As used in this section, 'parent' means a biological, foster, or  
1649 adoptive parent, a step-parent, or a legal guardian.

1650 16.4.3 This section does not extend to the maximum period of leave to which  
1651 a unit member is entitled under the Family and Medical Leave Act of  
1652 1993 (29 U.S.C Section 2606, et seq.), the California Family Rights  
1653 Act (Government Code Section 12945.2), and District policies  
1654 implementing these Acts regardless of whether the unit member  
1655 receives sick leave compensation during that absence.

1656 16.4.4 Unit members may also use accrued and available sick leave to care  
1657 for family members pursuant to the Family and Medical Leave Act and  
1658 the California Family Rights Act as specified in Appendix G.

1659 16.5 **Sick Leave for Personal Necessity**

1660 16.5.1 Certificated unit members may use up to seven (7) days of sick leave  
1661 per year reasons of personal necessity. Personal necessity days may  
1662 not be carried over from one year to the next.

1663 16.5.2 Business of an emergency or urgent nature constitutes personal  
1664 necessity.

1665 16.5.3 Absences from duty related to unit member organizational concerns or  
1666 work stoppage shall not be charged to personal necessity or sick leave.

1667 16.5.4 It shall continue to be the responsibility of the unit member to provide  
1668 a substitute through notification by way of a substitute employee  
1669 management system.

1670 16.6 **Death of Member of Immediate Family**

1671 16.6.1 Each unit member is entitled to a leave of absence, not to exceed five  
1672 (5) days on account of the death of any member of his/her immediate  
1673 family. Immediate family, as used in this policy, means the mother,  
1674 father, grandmother, grandfather, or a grandchild of the unit member  
1675 or of the spouse of the unit member, and the spouse, son, son-in-law,  
1676 daughter, daughter-in-law, brother or sister of the unit member,  
1677 domestic partner, or any relative living in the immediate household of  
1678 the unit member. Such days need not be taken in consecutive order.

1679 16.6.2 Immediate family means: (a) the mother, father, grandmother,  
1680 grandfather, or a grandchild of the unit member or of the spouse or  
1681 domestic partner of the unit members; (b) the spouse, domestic  
1682 partner, son, son-in-law, daughter, daughter-in-law, brother or sister of  
1683 the unit member; or (c) any relative living in the immediate household  
1684 of the unit member.

1685 16.6.3 Any absence for a death within the immediate family of a unit member  
1686 shall be charged against this policy. Additional bereavement leave  
1687 may be allowed under Article 16.6.

1688 16.7 **Legal Commitments and Transactions**

1689 Leaves of absence to serve on a jury or to appear as a witness in court other than  
1690 as a litigant shall be granted with no loss in pay provided the unit member  
1691 endorses the fee received, exclusive of mileage allowance, to the District.

1692 16.8 **Sabbatical Leave**

1693 Upon recommendation of the Superintendent, the Board of Trustees may grant  
1694 Sabbatical Leave to certificated personnel for purposes of professional study,  
1695 travel, or a combination of study and travel. The granting of leave is subject to  
1696 the following conditions:

1697 16.8.1 The Sabbatical leave applicant must have served at least seven (7)  
1698 consecutive years as a full-time certificated unit member of the District  
1699 and not have reached his/her 61st birthday.

1700 16.8.2 Sabbatical leaves, when granted, shall be for the purposes of full-time  
1701 graduate study or research, or extensive travel. Such study, research,  
1702 or travel must be related to the unit member's work assignment and  
1703 improve the teaching skills and/or knowledge of the unit member.

1704 16.8.3 Application for Sabbatical leave must be made to the Board of  
1705 Trustees through the Superintendent and the Personnel Department on  
1706 the District Sabbatical leave application form. Application must be  
1707 made prior to December 31 of the school year preceding the one for  
1708 which the leave is requested.

1709 16.8.4 The number of persons allowed sabbatical leave during any given  
1710 school year shall not exceed one per 100 certificated unit members.

1711 16.8.5 All requests for Sabbatical leave shall be reviewed by a Sabbatical  
1712 Leave Committee. This committee shall be composed of:

1713 16.8.5.1 Personnel Officer (Chairperson);

1714 16.8.5.2 Two building level administrators appointed by the  
1715 Superintendent;

1716 16.8.5.3 Four non-administrative certificated unit members elected  
1717 by the teaching staff;

1718 16.8.6 Eligible certificated unit members will indicate their interest in serving  
1719 on the Sabbatical Leave Committee by filing their names with the  
1720 Association. The Association will then conduct a District-wide secret  
1721 ballot. The four (4) candidates with the most votes shall serve on the  
1722 Sabbatical Leave Committee. Their term shall be for three (3) years  
1723 with the balloting taking place by June 1.

- 1724 16.8.7 The committee shall evaluate applicants and recommend either  
1725 “Consideration warranted” or “not recommended for this year.” The  
1726 evaluation shall be completed by February 1.
- 1727 16.8.8 The period of the Sabbatical leave shall be for one-half school year or  
1728 one school year. Compensation shall be one-half the salary the unit  
1729 member would have received had he/she remained in the service of the  
1730 District for their period of the leave.
- 1731 16.8.9 Unit members applying for Sabbatical leave will sign an agreement to  
1732 return to service in the District for not less than two years upon  
1733 completion of the leave, or to restore to the District all salary payment  
1734 received while on leave.
- 1735 16.8.10 Sabbatical leave shall be counted as a year of experience on the salary  
1736 schedule, and the unit member shall be entitled to return to the same  
1737 type of position as held when the leave was granted.
- 1738 16.8.11 Should injury or illness prevent a unit member from completing a  
1739 Sabbatical leave, the Sabbatical leave will be terminated and all  
1740 provisions for sick leave will apply. If death prevents the unit member  
1741 from fulfilling his agreement to return to service in the District, no  
1742 repayment of salary will be required of his/her estate.
- 1743 16.8.12 Each unit member who has been on Sabbatical leave shall file with the  
1744 Sabbatical Leave Committee a detailed written report not later than  
1745 sixty (60) days after return to active duty. The unit member should not  
1746 be considered as having completed the requirements of a Sabbatical  
1747 leave until such report has been filed with the Sabbatical Leave  
1748 Committee.
- 1749 16.9 **Educational Improvement Leave**
- 1750 Upon recommendation of the Superintendent, the Board of Trustees may grant a  
1751 leave for educational improvement to unit members for purposes of study subject  
1752 to the following conditions:
- 1753 16.9.1 The unit member must have served three consecutive years as a full-  
1754 time unit member of the District. Requests for the waiver of the three  
1755 years requirement will be considered by the Superintendent only under  
1756 the most exceptional circumstances.
- 1757 16.9.2 The application for an educational improvement leave must indicate a  
1758 significant educational program to be undertaken or define a very  
1759 unique or significant education opportunity.

- 1760 16.9.3 Application for educational improvement leave shall be made to the  
1761 Board of Trustees through the Personnel Department and the  
1762 Superintendent on the District application form. Application must be  
1763 submitted to the Personnel Department prior to March 31 of the school  
1764 year preceding the one for which the leave is requested.
- 1765 16.9.4 The number of persons allowed educational improvement leave during  
1766 any given school year shall not exceed two per one hundred  
1767 certificated unit members.
- 1768 16.9.5 The period of educational improvement leave shall be one school year  
1769 and there shall be no compensation. An extension of the leave for a  
1770 second year will be approved only under the most unique  
1771 circumstances.
- 1772 16.9.6 Unit members on an educational improvement leave shall be eligible  
1773 for participation in the basic health and welfare program, which is  
1774 available to all full-time unit members. Unit members who indicate a  
1775 desire to be covered by the health and welfare programs will sign an  
1776 agreement to return to the District for not less than one year upon  
1777 completion of the leave or to restore to the District all health and  
1778 welfare benefit money received while on leave.
- 1779 16.9.7 A unit member returning from educational improvement leave shall  
1780 file, with the Superintendent, a detailed report giving evidence that the  
1781 program of study has been carried out.
- 1782 16.9.8 The Personnel Department shall attempt to assign certificated unit  
1783 members returning from educational improvement leave to a position  
1784 similar to the one held prior to the leave.
- 1785 16.9.9 Under the conditions of this leave, the unit member must sign an  
1786 agreement that the Personnel Department will be notified in writing no  
1787 later than April 1 of their intention to return. The unit member's  
1788 failure to notify the Personnel Department of their intent to return as  
1789 required by this Section shall constitute the unit member's resignation.
- 1790 16.10 **Military**
- 1791 16.10.1 Every certificated unit member who enters the military of the United  
1792 States of American is entitled to a military leave to the extent required  
1793 by law. Such absence does not affect classification and does not  
1794 constitute a "break in service." However, this absence does not count  
1795 as part of the probationary period required as a condition precedent to  
1796 classification as a permanent unit member.
- 1797 16.10.2 To the extent required by law, within six (6) months after a unit  
1798 member honorably leaves the service, he/she is entitled to his/her  
1799 former position at a salary he/she would have received had he/she not

1800 been on military leave. Certificated unit members ordered into  
1801 military service are entitled to one month pay from the School District  
1802 if one year of service has been rendered in the District. Members of  
1803 the National Guard are entitled to leave without regard to the length of  
1804 their public service (Education Code 44800).

1805 16.11 **Child Rearing**

1806 In addition to any leave required by the Federal Family and Medical Leave Act  
1807 (FMLA) or the California Family Rights Act (CFRA), the Board of Trustees may  
1808 grant child rearing leave to certificated personnel. The granting of such additional  
1809 leave is subject to the following conditions:

1810 16.11.1 A leave for the purpose of child rearing beyond any leave required by  
1811 the FMLA or CFRA may be granted when unusual circumstances  
1812 exist.

1813 16.11.2 Application for a child rearing leave must be made to the Board of  
1814 Trustees through the Personnel Department.

1815 16.11.3 A child rearing leave may be granted for the duration of a school year.  
1816 If the leave is to commence after March 1 of the current school year,  
1817 the Superintendent may grant an extension through the subsequent  
1818 school year upon request by the applicant.

1819 16.11.4 Except under unusual circumstances, a certificated unit member may  
1820 be granted only one child rearing leave during his/her employment  
1821 with Berryessa Union School District.

1822 16.11.5 The Personnel Department shall attempt to assign certificated unit  
1823 members returning from a child rearing leave to a position similar to  
1824 the one held prior to leave.

1825 16.11.6 The unit member shall receive no salary or fringe benefits while on  
1826 leave, other than those benefits he/she chooses to continue at personal  
1827 expense.

1828 16.12 **Catastrophic Illness Benefit**

1829 On a case-by-case basis and with mutual agreement of the Association and the  
1830 District,, any bargaining unit member may donate accumulated and unused  
1831 eligible leave credits to another bargaining unit member when that bargaining unit  
1832 member or a member of his/her family suffers from a catastrophic illness or  
1833 injury.





- 1873 16.12.3.2 Donations will be solicited by a joint announcement of the  
1874 Association and District on behalf of a specifically named  
1875 individual who meets the requirements for this benefit.
- 1876 16.12.3.3 Sick leave may be donated in one hour increments.
- 1877 16.12.3.4 The maximum amount of time that donated leave credits  
1878 may be used by the recipient bargaining unit member shall  
1879 not exceed twelve (12) consecutive months.
- 1880 16.12.3.5 All transfers of eligible leave credits shall be irrevocable.  
1881 However, if the leave is not used within twelve (12) months  
1882 of donation, it will revert to the donor.
- 1883 16.12.3.6 A bargaining unit member who received paid leave  
1884 pursuant to this section shall use any leave credits that  
1885 he/she continues to accrue on a monthly basis prior to  
1886 receiving paid leave pursuant to this catastrophic illness  
1887 benefit.
- 1888 16.12.3.7 Donated leave credits shall be used in the order donations  
1889 are received. However, one day of leave will be used from  
1890 each donor before a second day is utilized from any other  
1891 donor. This sequential process will be repeated for all  
1892 donation rounds thereafter.
- 1893 16.12.3.8 Donated eligible credits shall be utilized on a one to one  
1894 ration (1:1). The recipient shall be paid at his/her rate of  
1895 pay.
- 1896 16.12.3.9 The District may adopt rules and regulations for the  
1897 administration of this benefit as long as the regulations do  
1898 not conflict with the specific provisions of the collective  
1899 bargaining agreement. Such rules and regulations will be  
1900 submitted to the Association for review prior to  
1901 implementation.
- 1902 16.13 **Leave of Absence for Unit Members Elected to the Legislature (Education**  
1903 **Code 44801)**
- 1904 16.13.1 Every person employed by a school district as a permanent unit  
1905 member in a position requiring certification qualifications who is  
1906 elected to the Legislature shall be granted a leave of absence from  
1907 his/her duties as a unit member of the District by the Governing Board  
1908 of the District.

- 1909 16.13.2 During the term of such leave of absence, the unit member may be  
1910 employed by the school district to perform such less than full-time  
1911 service requiring certification qualifications, such as compensation and  
1912 upon such terms and conditions, as mutually agreed upon.
- 1913 16.13.3 Such absence shall not affect in any way the classification of such unit  
1914 member.
- 1915 16.13.4 Within six (6) months after the term of office such unit member  
1916 expires, he/she shall be entitled to return to the position held by  
1917 him/her at the time of his/her election, at the salary to which he/she  
1918 should have been entitled had he/she not absented himself/herself from  
1919 the service of the school district under this Section.
- 1920 16.13.5 As stated in Education Code Section 44801, a person employed to take  
1921 the place of any such unit member shall not have any right to such  
1922 position following the return of such unit member to the position.
- 1923 16.13.6 This Section shall apply to any permanent certificated school district  
1924 unit member who held the office of Member of the Assembly or State  
1925 Senator on or after January 4, 1965.
- 1926 16.14 **Other Leaves Without Pay**
- 1927 16.14.1 Leaves of absence for reasons not covered in other provisions of the  
1928 Berryessa Union School District Contract, leave without  
1929 compensation, increment, seniority or tenure credit, upon  
1930 recommendation of the Superintendent or his/her designee, and  
1931 approval by the Board of Trustees, may be granted for a period  
1932 determined by the Superintendent or his/her designee. Prior approval  
1933 is mandatory.
- 1934 16.14.2 A written decision of the rejection of a leave request shall be made  
1935 upon request.
- 1936 16.14.3 The applications for such leave of absence shall be in writing. The  
1937 unit member on leave shall notify the Personnel Department of his/her  
1938 intent to return from leave by April 1 of the last year of the approved  
1939 leave. The unit member's failure to notify in writing by April 1 as  
1940 required by this section shall constitute the unit member's resignation.
- 1941 16.15 **Industrial Leave**
- 1942 Industrial accident or illness leave shall be provided as set forth in Education  
1943 Code Section 44984.

1944 16.16 **Family and Medical Leave**

1945 16.16.1 Unit members are eligible for leave under the Federal Family and  
1946 Medical Leave Act (FMLA) and the California Family Rights Act  
1947 (CFRA). The Association in collaboration with District will mutually  
1948 prepare a manual covering the various rights and obligations, including  
1949 those areas where discretion may be exercised by the District and/or by  
1950 unit members. This manual is attached to this Agreement as Appendix  
1951 G and will be updated as needed to reflect changes in the applicable  
1952 law.

1953 16.16.2 The provisions of this Agreement and District policies will be applied  
1954 in conformance with the FMLA and the CFRA.

1955 16.17 **Pregnancy Disability Leave**

1956 16.7.1 Pursuant to Education Code Section 44965, a unit member may use  
1957 sick leave and/or extended sick leave granted under Section 16.1 for  
1958 disability due to pregnancy, miscarriage, childbirth, or related medical  
1959 conditions, and recover there from.

1960 16.7.2 The length of pregnancy disability leave, including the date on which  
1961 the leave shall begin and the date on which the unit member is no  
1962 longer disabled because of pregnancy and shall return to work, shall be  
1963 determined by the unit member and the unit member's physician. This  
1964 does not extend the period of paid sick leave and/or extended sick  
1965 leave beyond the amount granted by Section 16.1.

1966 16.18 **Family Care and Medical Leave to Care for a Covered Servicemember With**  
1967 **a Service Injury or Illness**

1968 Subject to the provisions of this Agreement and state and federal law, including  
1969 the FMLA and CFRA, an eligible unit member is eligible to take FMLA leave to  
1970 care for a covered service member with a serious injury or illness if the unit  
1971 member is the spouse, domestic partner, son, daughter, parent, or next of kin of  
1972 the servicemember.

1973 16.18.1 Entitlement is limited to a total of 26 workweeks of leave during a  
1974 'single 12-month period' to care for a covered servicemember with a  
1975 serious injury or illness. The District shall determine the "single 12-  
1976 month period' in which the 26 weeks of leave entitlement described in  
1977 this paragraph occurs using the 12-month period measured forward  
1978 from the date a unit member's first FMLA leave to care for the  
1979 covered servicemember begins.

1980 16.18.2 During the "single 12-month period" described above, an eligible unit  
1981 member's FMLA leave entitlement is limited to a combined total of 26  
1982 workweeks of FMLA leave for any qualifying reason.

1983 **ARTICLE 17: RETIREMENT PROGRAMS**

1984 17.1 **Retiree Fringe Benefits**

1985 17.1.1 In preparation for the 2008-2009 negotiations, the parties will establish  
1986 a subcommittee to make recommendations about retiree fringe  
1987 benefits. The subcommittee will consider the needs of unit members,  
1988 the current and future costs of providing retiree fringe benefits, the  
1989 extent to which comparable school districts provide fringe benefits to  
1990 retirees in comparable positions, and any other relevant information.  
1991 The subcommittee will submit its report and recommendation to the  
1992 parties on or before July 1, 2008.

1993 17.1.2 The District shall provide unit members retiring at the age of 55 or  
1994 older, fringe benefits premium contributions according to the  
1995 following schedule:

1996 17.1.2.1 The District Basic Contribution required by Article 10,  
1997 Section 10.1.1 and Government Code Section 22892.

1998 17.1.2.2 In addition to the District Basic Contribution, for retired  
1999 unit members with at least 15 and up to 20 years of District  
2000 service, the District shall provide an amount for unit  
2001 member coverage only that, when added to the District  
2002 Basic Contribution required by Article 10, Section 10.1.1,  
2003 will not exceed the Kaiser single party rate.

2004 17.1.2.3 In addition to the District Basic Contribution for retired unit  
2005 members with at least 20 and up to 30 years of District  
2006 service, the District shall provide premiums for dental and  
2007 vision coverage and an amount for unit member only  
2008 medical coverage that, when added to the District Basic  
2009 Contribution required by Article 10, Section 10.1.1, will  
2010 not exceed the Kaiser single party rate.

2011 17.1.2.4 In addition to the District Basic Contribution, for retired  
2012 unit members with 30 years or more of District service, the  
2013 District shall provide premiums for dental and vision  
2014 coverage and an amount for the retiree and spouse or  
2015 domestic partner medical coverage that, when added to the  
2016 District Basic Contribution required by Article 10, Section  
2017 10.1.1, will not exceed the Kaiser two-party rate.

2018 17.1.3 The years of service described in Section 17.1.2 must be as a unit  
2019 member in the Berryessa Union School District.

- 2020 17.1.4 The payment of the premiums (if any) required under the above  
2021 provisions will continue until the retired unit member- is eligible for  
2022 Medicare or reaches the age 65, whichever event occurs first. When  
2023 the retired unit member is eligible for Medicare or reaches the age of  
2024 65 (whichever occurs first), the unit member-retiree shall be eligible  
2025 only for the District Basic Contribution as required by Section 10.1.1  
2026 and Government Code Section 22892, and only to the extent that such  
2027 contribution is required by law.
- 2028 17.1.5 To be eligible for retiree medical benefits under this Article, the unit  
2029 member must have been on paid status in the District or on approved  
2030 leave at the time of retirement and comply with all applicable rules and  
2031 requirements for eligibility and participation in retiree medical benefits  
2032 through CalPERS, including, but not limited to the requirement that  
2033 the unit member retires under CalPERS, and that the unit member  
2034 must have been enrolled in a CalPERS health plan as an active  
2035 employee at the time of retirement.
- 2036 17.1.6 In lieu of any fringe benefits for those qualifying under Section 17.1.2  
2037 above, a unit member with 20 or more years of Berryessa Union  
2038 School District service, may elect to receive a one-time payment  
2039 calculated on \$500 per each year of District service, up to a maximum  
2040 of \$15,000.
- 2041 17.2 **Full Retirement Credit With Pre-Retirement Plans**
- 2042 17.2.1 The District shall allow unit members (55 years or older) to be  
2043 employed on a part-time basis but with full-time retirement credit,  
2044 provided all the qualifications set forth in Education Code Section  
2045 22713 or its successor are met.
- 2046 17.2.2 The District and the unit member shall agree to make appropriate  
2047 contributions to the State Teacher’s Retirement System (STRS) equal  
2048 to the amount required as if serving as a full-time unit member.
- 2049 17.2.3 The minimum part-time employment shall be the equivalent of one-  
2050 half the number of days of a full-time position during the final year of  
2051 service in a full-time position. If the Governing Board agrees, the  
2052 reduced service may be full-time for at least one-half year, or may be  
2053 on a daily schedule.
- 2054 17.2.4 Because this program requires a shared teaching position, final  
2055 determination as to which unit members will participate as shared  
2056 staff, the assignment, location, and the form of the shared employment  
2057 rests within the Governing Board’s sole discretion.

- 2058 17.3 **Post-Retirement Employment Program, Effective July 1, 2000**
- 2059 17.3.1 The District may employ in a full-time teaching position a teacher,  
2060 who retired from the District under the State Teachers Retirement  
2061 System (“STRS”) and who meets either of the following:
- 2062 17.3.1.1 The teacher retired with an effective date on or before  
2063 January 1, 2000, and will provide direct classroom  
2064 instruction to students in kindergarten through eighth grade,  
2065 and/or will provide services to beginning teachers specified  
2066 in Education Code Section 24216.5(a)(2).
- 2067 17.3.1.2 The teacher retired with an effective date on or before July  
2068 1, 2000, and will provide direct remedial instruction to  
2069 students in grades 2 through 8 as defined in Education  
2070 Code Section 37252 and 37252.5.
- 2071 17.3.2 Retired teachers employed pursuant to this program shall be placed in  
2072 distinct classes of temporary teachers within the bargaining unit. A  
2073 teacher shall be classified as a “Retired Temporary Teacher” if hired  
2074 pursuant to Section 17.3.1.1, and as a “Retired Temporary Remedial  
2075 Teacher” if hired pursuant to Section 17.3.1.2. The service of a  
2076 Retired Temporary Teacher or a Retired Temporary Remedial Teacher  
2077 shall not be included in computing the service required as a  
2078 prerequisite to attainment of or eligibility for classification as a  
2079 permanent employee of a school district.
- 2080 17.3.3 Retired Temporary Teachers and Retired Temporary Remedial  
2081 Teachers shall be compensated according to the salary schedule set  
2082 forth in Appendix D1 and Appendix D2.
- 2083 17.3.4 Retired Temporary Teachers and Retired Temporary Remedial  
2084 Teachers shall not receive health and welfare benefits pursuant to  
2085 Article 10 of this Agreement, but instead shall continue to receive the  
2086 retiree benefit contribution specified in Section 17.1. The time period  
2087 for retiree benefit contributions for these teachers shall not be extended  
2088 beyond those specified in Appendix E.
- 2089 17.3.5 Retired Temporary Teachers and Retired Temporary Remedial  
2090 Teachers shall not be subject to the evaluation requirements of Article  
2091 15.
- 2092 17.4 **Post-Retirement Employment Programs, Effective July 1, 2001**
- 2093 17.4.1 The District may employ individuals who retired July 1, 2001, or  
2094 thereafter, subject to the provisions of Section 17.3.2 to 17.3.5. These  
2095 individuals would retire at highest year and:

- 2096 17.4.1.1 Teach a Saturday, after-school or Summer School class in  
2097 excess of the STRS earnings; or
- 2098 17.4.1.2 Teach “at risk” students to any amount in excess of the  
2099 STRS earnings limit; or
- 2100 17.4.1.3 Employed at other teaching assignments, substitute  
2101 teaching, or any other activity approved by the District,  
2102 within the STRS earnings limit.
- 2103 17.4.2 The following activities subject to STRS defined supplement benefits  
2104 are: *(This supplement can be taken at retirement as an additional*  
2105 *annuity, or as a lump sum payment for purposes of paying medical*  
2106 *benefits or any other individual use.)*
- 2107 17.4.2.1 All regular classroom teaching beyond 1.0 FTE;
- 2108 17.4.2.2 All stipends or bonuses;
- 2109 17.4.2.3 Summer School;
- 2110 17.4.2.4 Before and after-regular school teaching;
- 2111 17.4.2.5 Substituting during the school day;
- 2112 17.4.2.6 Curriculum writing; and
- 2113 17.4.2.7 PAR consulting teacher.
- 2114 17.4.3 The President of the Association and the Assistant Superintendent of  
2115 Personnel Services may add to this list any supplemental pay, provided  
2116 it is reduced to writing as an amendment to this Agreement.
- 2117 17.5 **Post-Retirement Employment Programs, July 1, 2002 To June 30, 2008**
- 2118 17.5.1 The District may employ individuals who retired after July 1, 2002,  
2119 but before June 30, 2008, in full or part-time certificated positions after  
2120 twelve months from the date of retirement. The individual retiree  
2121 would return to service in a credentialed position as agreed upon by  
2122 the District and be paid as:
- 2123 17.5.1.1 Part-time or full time at current pay rate, not subject to  
2124 either STRS deduction or salary limitation; or
- 2125 17.5.1.2 Part-time or full time earning medical benefits or Medicare  
2126 Part B on the basis of current salary (e.g., ½ year at \$38,000  
2127 will earn five (5) years of full medical benefits or twenty  
2128 (20) years of Medicare Part B payable by the District);  
2129 subject to the District establishing an eligible deferred



2130 compensation plan. The part-time can be part of a year,  
2131 part of a shared contract, or a set number of periods, or  
2132 some defined functions requiring a credential.

2133 17.6 **Substitute Service by Retired Unit Members**

2134 Berryessa Union School District retirees who provide services as a substitute will  
2135 receive compensation equal to 150% of the daily rate paid to substitutes.

2136 **ARTICLE 18: SAFETY**

2137 18.1 **Healthful and Safe Conditions**

2138 18.1.1 Every effort shall be made to maintain healthful and safe conditions in  
2139 all classrooms. Teachers shall not be required to work under unsafe  
2140 conditions or to perform tasks which endanger their health, safety, or  
2141 well being.

2142 18.1.2 It shall be the responsibility of unit members to report unsafe,  
2143 hazardous or unsanitary conditions as soon as possible to the building  
2144 supervisor who shall report the condition to the administrator as soon  
2145 as possible.

2146 18.1.3 The District emergency plan will go into effect immediately when  
2147 unsafe, hazardous, or unsanitary conditions exist. Unsafe, hazardous,  
2148 or unsanitary conditions shall be corrected as soon as possible.

2149 18.1.4 In the event a hazardous, unsafe, or unsanitary condition exists within  
2150 a school, making it necessary to dismiss students, teachers will not be  
2151 required to remain in the building, but may be reassigned to other  
2152 instructional activities.

2153 18.1.5 A District-wide Safety Committee will be established. The California  
2154 Teachers Association of Berryessa may appoint representatives from  
2155 its bargaining unit as part of the committee. The committee shall be  
2156 made up of equal members of management and certificated personnel.

2157 18.1.6 Unit members shall be informed on the first day of each work year by  
2158 the District, concerning student, parent, and teacher rights with regard  
2159 to student behavior.

2160 18.2 **Assault and Battery**

2161 18.2.1 Unit members shall immediately report cases of assault and battery  
2162 suffered by them in connection with their employment to their site  
2163 administrator or immediate supervisor. The victim and the supervisor  
2164 shall immediately report the incident to the police and submit a written  
2165 report to the Superintendent. To the extent permitted by law, the  
2166 Superintendent or designee shall provide the victim with information  
2167 relating to the incident.

2168 18.2.2 The employer shall reimburse unit members up to \$150 for the repair  
2169 or replacement cost of personal property lost or damaged due to assault  
2170 and battery. Personal property is limited to items exceeding \$10 in  
2171 value and necessary for the discharge of unit member's duties. Said  
2172 reimbursement shall be processed as long as the unit members'  
2173 insurance does not cover the lost or damaged item. Verification of  
2174 actual value at the time of loss of such items shall be provided by the  
2175 unit member within five (5) working days.

2176 18.3 **Personal Property Protection and Liability Coverage**

2177 The District will discourage all unit members from using their personal vehicle  
2178 for the purpose of transporting students. All unit members shall be informed on  
2179 the first day of each school year that written permission must be obtained from the  
2180 District prior to transporting students in their personal vehicles.

2181 **ARTICLE 19: SHARED CONTRACT**

2182 19.1 **Shared Contract Application and Renewal**

2183 A shared contract is full-time service provided by two or more certificated,  
2184 tenured unit members sharing one full-time assignment and assuming full-time  
2185 responsibility for their students' program and progress. Only tenured unit  
2186 members may initiate and enter into shared contracts for a period of one school  
2187 year. Tenured unit members shall submit a written proposal to the site  
2188 administrator on or before March 1 for a shared contract for the following school  
2189 year. After consulting with the Assistant Superintendent, the site administrator  
2190 may propose changes to the written proposal or may agree with the initial  
2191 proposal. If the tenured unit members agree with the proposed changes, the  
2192 proposal shall be implemented during the following school year upon approval of  
2193 the Assistant Superintendent of Personnel Services. Unit members working an  
2194 approved shared contract shall request renewal of the shared contract by March 1  
2195 of each subsequent year. The Assistant Superintendent shall notify the unit  
2196 members of the approval or rejection of the renewal request by March 15. If the  
2197 Assistant Superintendent rejects a shared contract proposal or renewal, he/she will  
2198 provide reasons for the rejection upon request.

2199 19.2 **Proration of Salary and Benefits**

2200 Unit members on a shared contract shall be placed on the regular salary schedule,  
2201 paid proportionately for contracted service and receive a proration of fringe  
2202 benefits and sick leave. The District and the unit member shall make  
2203 contributions to STRS as required by law.

2204 19.3 **Return to Full-Time**

2205 Unit members on shared contracts who previously held a full-time position in the  
2206 District shall have the right to return to a full-time position provided the unit  
2207 members have notified the District in writing by April 1 of their intention to  
2208 return to a full-time assignment in the subsequent school year. Unit members  
2209 shall be returned to full-time status in the following school year provided there are  
2210 vacant positions in the District for which the unit members are qualified to fill  
2211 through specific training or experience.

2212 19.4 **Mutual Agreement Required**

2213 Teaching assignments may be shared by any arrangement mutually agreed to in  
2214 writing by the tenured unit members and the District.

2215 19.5 **Step and Column Movement**

2216 Unit members sharing contracts shall receive salary step movement at the start of  
2217 the school year, following the accumulation of one year of full-time service.  
2218 Class movement shall be pursuant to existing District policy.

2219 19.6 **Plan for Shared Responsibilities**

2220 Responsibilities (including, but not limited to parent conferences, open house and  
2221 back-to-school nights, faculty/staff meetings, adjunct duties) shall be allocated  
2222 according to a plan designed by the teaching partners and recommended by the  
2223 site administrator and submitted to the Assistant Superintendent or designee for  
2224 approval. This plan shall be submitted along with the initial application for the  
2225 shared contract and any renewal requests.

2226 19.7 **Evaluation Procedures**

2227 In case of a split year contract, evaluation timelines may be altered as part of the  
2228 shared contract proposal approved by the District.

2229 **ARTICLE 20: NOTICE OF LAYOFF**

2230 In the event permanent and probationary unit members are laid off under the provisions  
2231 of Education Code Section 44955 and/or 44955.5 in accordance with Section 44949, the  
2232 dates prescribed in each of said sections will be followed.

2233 **ARTICLE 21: COLLABORATIVE ORGANIZATIONAL**  
2234 **PROCESSES**

2235 21.1 The District and the Association, on behalf of its unit members, are committed to  
2236 developing and implementing a shared decision making process which allows for  
2237 the following:

2238 21.1.1 A model of site decision making initiated at each school;

2239 21.1.2 Broad based input from staff, community, and when appropriate,  
2240 students; and

2241 21.1.3 Incorporation of District-wide needs and perspective in support of the  
2242 programmatic and instructional needs of students.

2243 21.2 To this end, the District and Association will collaborate to develop a District-  
2244 wide process, which incorporates the elements cited above.

2245 **ARTICLE 22: CONCERTED ACTIVITIES**

2246 22.1 **Strikes, Work Stoppage, Slow-downs**

2247 It is agreed and understood that there will be no strike, work stoppage, slow-  
2248 down, or refusal or failure to fully and faithfully perform job functions and  
2249 responsibilities by the Association or by its officers, agents, or members during  
2250 the term of this Agreement, including compliance with the request of other labor  
2251 organizations to engage in such activity

2252 22.2 **Association's Commitment to District**

2253 The Association recognizes the duty and obligation of its representatives to  
2254 comply with the provisions of this Agreement and to make every effort toward  
2255 inducing all unit members to do so. In the event of a strike, work stoppage, or  
2256 slow-down, by unit members who are represented by the Association, the  
2257 Association agrees in good faith to take all necessary steps in an attempt to cause  
2258 those unit members to cease such action.



2259 **ARTICLE 23: EFFECT OF AGREEMENT**

2260 It is understood and agreed that the specific provisions contained in the Agreement shall  
2261 prevail over District practices and procedures and over State laws to the extent permitted  
2262 by State law, and that in the absence of specific provisions in this Agreement, such  
2263 practices and procedures are discretionary with the District.

2264 **ARTICLE 24: COMPLETION OF MEET AND**  
2265 **NEGOTIATION**

2266 During the term of this Agreement, the Association agrees that the District shall not be  
2267 obligated to meet and negotiate with respect to any subject or matter whether or not  
2268 referred to or covered in this Agreement, even though each subject or matter may not  
2269 have been within the knowledge or contemplation of either or both the District or the  
2270 Association at the time they met and negotiated on or executed this Agreement, and even  
2271 though such subject or matters were proposed and later withdrawn. However, nothing in  
2272 this Agreement shall prevent the parties from mutually agreeing to negotiate on any topic.

2273 **ARTICLE 25: SAVINGS PROVISIONS**

2274 If any provisions of this Agreement are held to be contrary to law by a court of competent  
2275 jurisdiction, such provisions will not be deemed valid and subsisting except to the extent  
2276 permitted by law, but all other provisions will continue in full force and effect.

2277 **ARTICLE 26: LENGTH OF CONTRACT**

2278 26.1 This Agreement shall remain in full force and effect from July 1, 2012 up to and  
2279 including June 30, 2014, and shall remain in effect until one of the parties notifies  
2280 the other in writing of a request to modify, amend or terminate this Agreement.

2281 26.2 In addition, either party may reopen negotiations as follows:

2282 26.2.1 For 2012-2013:

2283 26.2.2.1 If the increased tax revenues relied upon by the 2012-2013  
2284 Governor's May Revision Budget are not approved by  
2285 November 2012, the parties will re-open negotiations on  
2286 Compensation (Article 9) and Hours, Responsibilities,  
2287 Work Year (Article 14) to address the funding reductions.  
2288 The parties agree to begin negotiations by December 3,  
2289 2012.

2290 26.2.2.2 The parties agree to re-open negotiations on Article 15  
2291 (Evaluation) as specified in Article 15, Section 15.7, and to  
2292 begin these negotiations by December 3, 2012.

2293 26.2.2 For 2013-2014:

2294 Compensation (Article 9), Fringe Benefits (Article 10), and any two  
2295 additional articles of each party's choice.

2296 26.2.3 On the impact that any new legislation may have upon mandatory  
2297 subjects of bargaining.

2298 26.3 Proposals to modify, amend, or terminate this Agreement shall be presented in  
2299 writing at a public meeting of the Board of Trustees as required by Government  
2300 Code Section 3547.

2301 **ARTICLE 27: EXECUTION OF AGREEMENT**

2302 This Agreement is a result of good faith meetings and negotiations between CTAB and  
2303 the Berryessa Union School District and was executed by both parties on May 23, 2012,  
2304 and approved by the Berryessa Union School District Board of Trustees on June 19,  
2305 2012.

2306 **MEMBERS OF THE COLLABORATIVE BARGAINING TEAM:**

2307 **CTAB**

**DISTRICT**

2308 Kris Clarke, CTA Executive Director Pam Becker, Asst Superintendent Business

2309 Joe Hermann, Teacher, Brooktree Parisa Nunez, Principal, Ruskin

2310 Melanie Ontiveros, Teacher, Sierramont Vicky Lara, Administrative Asst, Personnel

2311

2312 Lina Prokopchak, Teacher, Noble Jack L. Owens, Asst Superintendent, Personnel

2313 David Singh, Teacher, Sierramont AJ Winckler, Principal, Morrill

2314 Amy Swain, Teacher, Morrill Janet Sommer, Attorney

2315 Burke, Williams & Sorenson, L.L.P.

## **APPENDIX A: GENERAL SALARY PROVISIONS**

### **A.1 Scholarship Grants**

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

### **A.2 Professional Growth Program**

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

A.2.1.1 Graduate study for advanced degrees

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

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

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

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

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

A.3 **Salary Placement**

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

A.4 **Special Compensation**

- A.4.1 Additional compensation will be paid to certificated personnel in the following assignments:
- A.4.1.1 Psychologists – salary schedule placement + 10% additional (Psychologists must have Designated Service Credential with Specialization in Pupil Personnel Services);
  - A.4.1.2 Counselors – Beginning July 1, 2000, counselors will receive salary schedule placement + \$1,000.
  - A.4.1.3 Special Education Teachers – Beginning July 1, 1999, the stipend for full-time intervention specialists (SDC, RSP,DIS [LSCH], Adaptive P.E.) will be increased from \$600 to \$1,000.





**ADMINISTRATIVE REGULATION 4013 / 5133**

**PERSONNEL: GENERAL**

**Sexual Harassment**

I. Sexual Harassment Defined

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

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

II. Supervisors' and Managers' Responsibility

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

III. Confidentiality

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

IV. Reporting Procedures

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

A. Student Reports

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

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

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

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

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

B. Employee Reports

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

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

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

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

C. Designation of "District Compliance Officer"

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

V. Investigation

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

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

#### VI. District Action

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

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

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

#### VII. Reprisals and Retaliation Forbidden

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

#### VIII. Right to Alternative Complaint Procedures

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

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

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

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

IX. Sexual Harassment as Child Abuse

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

X. Policy Distribution

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

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

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

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

Adopted:            May 20, 1997

**State/Local Fair Employment Practice 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 Personnel Office candidates they believe to be qualified for positions in the District where parity does not exist.
- C. The District will actively seek and employ minority and male/female in all job classifications where disparities exist in the District.
- D. The District will actively recruit minority substitutes for all job classifications.

### V. Responsibilities

#### A. The Superintendent

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

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

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

## **UNLAWFUL HARASSMENT**

### 1. Harassment Prohibited

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

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

### 2. Harassment Defined

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

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

3. Supervisors' and Managers' Responsibility

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

4. Confidentiality

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

5. Complaint

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

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

#### 6. Report

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

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

#### 7. Reprisals and Retaliation Forbidden

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

8. Employee's Right to Alternative Complaint Procedures

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

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

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

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

9. Notice to Employees

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

Legal reference:

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

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



## **APPENDIX C: DEFINITIONS**

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

11. **Grievance** – an allegation by a grievant that he/she has been adversely affected by a violation of the specific provision of the contract. Actions to challenge or change the policies of the District as set forth in the rules and regulations, or administrative procedures, must be undertaken through separate processes. (Article 7.3.1)
12. **Grievant** – A unit member, a group of unit members having the same grievance or the Association when filed by the Association President or designee. (Art. 7.3.1)
13. **Management** – as used in this Agreement means any individual or group of individuals employed by the Berryessa Union School District in an administrative position as defined in Government Code Section 3540.1(g).
14. **Party or Parties** – as used in this Agreement means an individual or group representing the labor or management partners to this Agreement, or individuals or groups who are administrators or unit members at school or District sites.
15. **Per Diem Rate of Pay or Per Diem** – as used in this Agreement is the salary of a unit member as defined in Article 9.3 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 D1: 2008-2009 SALARY SCHEDULE

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

Teachers Salary Schedule 2008-09 Effective 7/1/08 0.6%

Step\Range	C	D	E	F	G		
	BA+30	BA+45	BA+60	BA+75	BA+90		
1	46,482	46,482	46,482	48,564	50,948	Master Stipend	\$1,725
2	46,482	46,482	48,480	50,765	53,147	LSH/RSP/SDC stipend	\$1,000
3	46,482	48,197	50,682	52,963	55,346	Counselor stipend	\$1,000
4	48,014	50,397	52,884	55,159	57,545		
5	50,213	53,568	55,088	57,358	59,743		
6	52,412	56,014	58,271	59,556	61,927		
7	54,611	58,456	60,718	61,757	64,140		
8	56,810	60,900	63,167	63,957	66,340	Doctoral Stipend	
9	59,007	63,344	65,614	66,156	68,534	3% of cell placement	
10		65,787	68,062	68,352	70,735		
11			70,509	70,551	72,933	Psychologists	
12				72,750	75,131	10% of cell placement	
13				74,950	77,330		
15			71,409	75,849	78,232	Hourly Rate	\$38.86
17			72,310	76,752	79,133	Without ELD certification	
19			73,212	77,651	80,033	.9835 of cell placement	
21			74,113	78,553	80,935	<b>Work Year</b>	
23			75,014	79,452	81,834	Psychologist	194 days
25			75,915	80,354	82,735	Counselor	194 days
27			76,815	81,256	83,636	Program Specialist	194 days
29			77,716	82,156	84,538	Librarian	194 days
31			78,329	83,057	85,440	Nurse	196 days
33			78,618	83,959	86,342	Teacher	183 days

*Renee Becker*  
signature

6/10/09  
Date

6/10/2009

**APPENDIX D2: 2009-2010 SALARY SCHEDULE**

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

**Teachers Salary Schedule 2009-10**

Step/Range	C		D		E		F		G			
	BA+30		BA+45		BA+60		BA+75		BA+90			
1	46,482		46,482		46,482		48,564		50,948		Master Stipend	\$1,725
2	46,482		46,482		48,480		50,765		53,147		LSH/RSP/SDC stipend	\$1,000
3	46,482		48,197		50,682		52,963		55,346		Counselor stipend	\$1,000
4	48,014		50,397		52,884		55,159		57,545			
5	50,213		53,568		55,088		57,358		59,743			
6	52,412		56,014		58,271		59,556		61,927			
7	54,611		58,456		60,718		61,757		64,140			
8	56,810		60,900		63,167		63,957		66,340		Doctoral Stipend	
9	59,007		63,344		65,614		66,156		68,534		3% of cell placement	
10			65,787		68,062		68,352		70,735			
11					70,509		70,551		72,933		Psychologists	
12							72,750		75,131		10% of cell placement	
13							74,950		77,330			
15					71,409		75,849		78,232		Hourly Rate	\$38.86
17					72,310		76,752		79,133		Without ELD certification	
19					73,212		77,651		80,033		.9835 of cell placement	
21					74,113		78,553		80,935		<b>Work Year</b>	
23					75,014		79,452		81,834		Psychologist	194 days
25					75,915		80,354		82,735		Counselor	194 days
27					76,815		81,256		83,636		Program Specialist	194 days
29					77,716		82,156		84,538		Librarian	194 days
31					78,329		83,057		85,440		Nurse	196 days
33					78,618		83,959		86,342		Teacher	183 days

# APPENDIX D3: 2010-2011 & 2011-2012 REDUCED WORK YEAR SALARY SCHEDULE

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

Teachers Salary Schedule 2010-11 Effective 7/1/10 2 Furlough Days

Step\Range	C BA+30	D BA+45	E BA+60	F BA+75	G BA+90		
1	45,974	45,974	45,974	48,033	50,391	Master Stipend	\$1,725
2	45,974	45,974	47,950	50,210	52,566	LSH/RSP/SDC stipend	\$1,000
3	45,974	47,670	50,128	52,384	54,741	Counselor stipend	\$1,000
4	47,489	49,846	52,306	54,556	56,916		
5	49,664	52,983	54,486	56,731	59,090		
6	51,839	55,402	57,634	58,905	61,250		
7	54,014	57,817	60,054	61,082	63,439	Doctoral Stipend	
8	56,189	60,234	62,477	63,258	65,615	3% of cell placement	
9	58,362	62,652	64,897	65,433	67,785		
10		65,068	67,318	67,605	69,962	Psychologists	
11			69,738	69,780	72,136	10% of cell placement	
12				71,955	74,310		
13				74,131	76,485	Hourly Rate	\$38.43
15			70,629	75,020	77,377	Without ELD certification	
17			71,520	75,913	78,268	.9835 of cell placement	
19			72,412	76,802	79,158		
21			73,303	77,694	80,050	<b>Work Year</b>	
23			74,194	78,584	80,940	Psychologist	192 days
25			75,085	79,476	81,831	Counselor	192 days
27			75,975	80,368	82,722	Program Specialist	192 days
29			76,867	81,258	83,614	Librarian	192 days
31			77,759	82,149	84,506	Nurse	194 days
33				83,041	85,398	Teacher	181 days

*Josue B...*  
Signature

7/27/10  
Date

7/27/2010

**APPENDIX D4: 2010-2011, 2011-2012, and 2012-2013**  
**REDUCED WORK YEAR CERTIFICATED SALARY**  
**SCHEDULE**

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

Teachers Salary Schedule 2012-13 Effective 7/1/12 2 Furlough Days

Step\Range	C	D	E	F	G		
	BA+30	BA+45	BA+60	BA+75	BA+90	Master Stipend	\$1,725
1	45,974	45,574	45,974	48,033	50,391	LSH/RSP/SDC stipend	\$1,000
2	45,974	45,574	47,950	50,210	52,566	Counselor stipend	\$1,000
3	45,974	47,670	50,128	52,384	54,741		
4	47,489	49,846	52,306	54,556	56,916		
5	49,664	52,583	54,486	56,731	59,090		
6	51,839	55,402	57,634	58,905	61,250		
7	54,014	57,817	60,054	61,082	63,439		
8	56,189	60,234	62,477	63,258	65,615	Doctoral Stipend	
9	58,362	62,652	64,897	65,433	67,785	3% of cell placement	
10		65,668	67,318	67,605	69,962		
11			69,738	69,780	72,136	Psychologists	
12				71,955	74,310	10% of cell placement	
13				74,131	76,485		
15			70,629	75,020	77,377	Hourly Rate	\$38.43
17			71,520	75,913	78,268	Without ELD certification	
19			72,412	76,802	79,158	.9835 of cell placement	
21			73,303	77,694	80,050	<b>Work Year</b>	
23			74,194	78,584	80,940	Psychologist	192 days
25			75,085	79,476	81,831	Counselor	192 days
27			75,975	80,368	82,722	Program Specialist	192 days
29			76,867	81,258	83,614	Librarian	192 days
31			77,759	82,149	84,506	Nurse	194 days
33				83,041	85,398	Teacher	181 days
						Teacher Advisor	190 days

  
Signature

6/11/12  
Date

6/11/2012

## **APPENDIX E: SUPPLEMENTAL PAY ACTIVITIES**

**S = Stipend**

**H = Hourly Rate**

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

IS/Tech Help – (H)

STAR 9 Coordinator – (S)

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

English Language Development (ELD) Coordinator – (S)

Homework Center – (H)

Supplemental Instruction (SI) Teachers – (H)

*Middle School Based* Extra Curricular Sports – (S)

*Middle School Based* Activities Director – (S)

*Middle School Based* Athletic Director – (S)

## **APPENDIX F: CERTIFICATED EMPLOYEES EVALUATION SYSTEM**

Berryessa Union School District

### **CERTIFICATED EVALUATION FORM**

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

Employee: \_\_\_\_\_ School: \_\_\_\_\_ Grade: \_\_\_\_\_

Employee Position: \_\_\_\_\_

Employee Status:

- Temporary
- Permanent
- Probationary 1
- Probationary 2

Evaluator: \_\_\_\_\_ Evaluator Position: \_\_\_\_\_

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Planning Conference Date (before October 15):

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

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

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

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: \_\_\_\_\_

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

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

Planning Conference:

Focus Element:

Plan:

Evidence:

Mid-Year Review:

Summary:

Revision/Next Steps:

End of Year Review:

Summary:

Supporting Data:

Employee: \_\_\_\_\_ School: \_\_\_\_\_ Grade: \_\_\_\_\_ Date: \_\_\_\_\_

**II. PROFESSIONAL RESPONSIBILITIES**

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

Planning Conference:

Focus Element:

Plan:

Evidence:

Mid-Year Review:

Summary:

Revision/Next Steps:

End of Year Review:

Summary:

Supporting Data:

Employee: \_\_\_\_\_ School: \_\_\_\_\_ Grade: \_\_\_\_\_ Date: \_\_\_\_\_

**A. ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING**

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

Planning Conference:

Focus Element:

Plan:

Evidence:

Mid-Year Review:

Summary:

Revision/Next Steps:

End of Year Review:

Summary:

Supporting Data:

Employee: \_\_\_\_\_ School: \_\_\_\_\_ Grade: \_\_\_\_\_ Date: \_\_\_\_\_

**B. CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING**

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

Planning Conference:

Focus Element:

Plan:

Evidence:

Mid-Year Review:

Summary:

Revision/Next Steps:

End of Year Review:

Summary:

Supporting Data:

Employee: \_\_\_\_\_ School: \_\_\_\_\_ Grade: \_\_\_\_\_ Date: \_\_\_\_\_

**C. UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING**

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

Planning Conference:

Focus Element:

Plan:

Evidence:

Mid Year Review:

Summary:

Revision/Next Steps:

End of Year Review:

Summary:

Supporting Data:

Employee: \_\_\_\_\_ School: \_\_\_\_\_ Grade: \_\_\_\_\_ Date: \_\_\_\_\_

**D. PLANNING INSTRUCTION AND DESIGNING EXPERIENCES FOR ALL STUDENTS**

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

Planning Conference:

Focus Element:

Plan:

Evidence:

Mid-Year Review:

Summary:

Revision/Next Steps:

End of Year Review:

Summary:

Supporting Data:

Employee: \_\_\_\_\_ School: \_\_\_\_\_ Grade: \_\_\_\_\_ Date: \_\_\_\_\_

**E. ASSESSING STUDENT LEARNING**

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

Planning Conference:

Focus Element:

Plan:

Evidence:

Mid-Year Review:

Summary:

Revision/Next Steps:

End of Year Review:

Summary:

Supporting Data:

Employee: \_\_\_\_\_ School: \_\_\_\_\_ Grade: \_\_\_\_\_ Date: \_\_\_\_\_

**F. DEVELOPING AS A PROFESSIONAL EDUCATOR**

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

Planning Conference:

Focus Element:

Plan:

Evidence:

Mid-Year Review:

Summary:

Revision/Next Steps:

End of Year Review:

Summary:

Supporting Data:



Employee: \_\_\_\_\_ School: \_\_\_\_\_ Grade: \_\_\_\_\_ Date: \_\_\_\_\_

**OVERALL SUMMARY EVALUATION**

**Comments:**

**Commendations:**

**Recommendations:**

Exceeds Standards                       Meets Standards                       Does Not Meet Standards

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

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

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

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

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

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

## **PERFORMANCE AREAS**

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

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

## **PERFORMANCE LEVELS AND OTHER REQUIREMENTS**

### **1. Ratings**

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

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

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

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

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

2. **Required Comments And Supporting Data**

- **Required Comments**

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

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

- **Data Required For Determining Student Progress**

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

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

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

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

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

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

- **Pre-Evaluation Conference**

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

- Post-Observation Conference

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

- Summary Evaluation Conference

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

**5. Options For Experienced Tenured Teachers**

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

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

**6. Evaluation Versus Coaching**

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

**7. Issues Of Discipline And Evaluation**

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

## **APPENDIX G: FAMILY AND MEDICAL CARE LEAVE GUIDELINES**

### **BERRYESSA UNION SCHOOL DISTRICT**

#### **UNPAID FAMILY AND MEDICAL CARE LEAVE GUIDELINES**

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

#### **ELIGIBILITY**

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

#### **LEAVE ENTITLEMENT**

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

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

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

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

#### **REASONS AN EMPLOYEE CAN TAKE A FAMILY AND MEDICAL CARE LEAVE**

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

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

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

#### ACCRUED LEAVE

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

#### HEALTH BENEFITS

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

#### RETURN FROM LEAVE

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

#### WHAT TO DO TO REQUEST FMLA LEAVE

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

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

For additional clarification contact the Personnel Department Administrator.

BERRYESSAUNION SCHOOL DISTRICT  
1376 Piedmont Road  
San Jose, CA 95132

ATTENTION: Personnel Department

**EMPLOYEE REQUEST FOR FAMILY OR MEDICAL LEAVE**

1. Employees' name and place of employment:

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2. Does your spouse (if any) also work for the Berryessa Union School District?

Yes       No

3. Date leave is requested to commence:

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4. Date employee will return to work:

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

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

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

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

BERRYESSAUNION SCHOOL DISTRICT  
1376 Piedmont Road  
San Jose, CA 95132

ATTENTION: Personnel Department

**CERTIFICATION OF PHYSICIAN OR PRACTITIONER**

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

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



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

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

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

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

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

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

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

15. Type of Practice (field of specialization, if any): \_\_\_\_\_
16. Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_ City, State, ZIP \_\_\_\_\_
17. Signature of Physicians or Practitioner: \_\_\_\_\_  
License Number: \_\_\_\_\_  
Date: \_\_\_\_\_

## **APPENDIX H: INTELLECTUAL PROPERTY RIGHTS- AGREEMENT MODELS**

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

<b>Form A1</b>
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This Development Project Agreement and Assignment of Copyright ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between the Berryessa Union School District, a public school district organized under the laws and constitution of the State of California, ("District") and \_\_\_\_\_, a Berryessa Union School District certificated employee ("Teacher").

#### **RECITALS**

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

#### **AGREEMENT**

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

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

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

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

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

TEACHER:

DISTRICT:

By \_\_\_\_\_  
Teacher

By \_\_\_\_\_  
Superintendent  
Berryessa Union School District

Approved by the California Teachers Association of Berryessa:

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

Attest: \_\_\_\_\_  
CTAB President

Approved by the Governing Board of Trustees:

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

Attest: \_\_\_\_\_  
Clerk of the Board

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

**Form A2**

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

**RECITALS**

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

**AGREEMENT**

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

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

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

TEACHER:

DISTRICT:

By \_\_\_\_\_  
Teacher

By \_\_\_\_\_  
Superintendent  
Berryessa Union School District

Approved by the California Teachers Association of Berryessa:

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

Attest: \_\_\_\_\_  
CTAB President

Approved by the Governing Board of Trustees:

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

Attest: \_\_\_\_\_  
Clerk of the Board

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

**Form B**

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

**RECITALS**

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

**AGREEMENT**

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



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

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

TEACHER:

DISTRICT:

By \_\_\_\_\_  
Teacher

By \_\_\_\_\_  
Superintendent  
Berryessa Union School District

Approved by the California Teachers Association of Berryessa:

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

Attest: \_\_\_\_\_  
CTAB President

Approved by the Governing Board of Trustees:

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

Attest: \_\_\_\_\_  
Clerk of the Board

## **APPENDIX I: PEER ASSISTANCE AND REVIEW**

### **Peer Assistance and Review Program**

#### 1 Purpose

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

#### 2 Definitions For Purposes Of This Document

##### 2.1 "Classroom Teacher" or "Teacher"

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

##### 2.2 "Participating Teacher"

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

##### 2.3 "Consulting Teacher"

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

##### 2.4 "Beginning Teacher"

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

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

2.5 “Voluntary Participating Teacher”

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

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

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

2.6 “Participating Teacher With An Unsatisfactory Evaluation”

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

2.7 “Principal” or “Evaluating Administrator”

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

3 Program Outline

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

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

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

Participating Teacher has been able to demonstrate satisfactory improvement.

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

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

#### 4 Governance and Program Structure

##### 4.1 Joint Panel

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

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

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



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

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

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

## 4.2 Consulting Teachers

4.2.1 Minimum qualifications for Consulting Teacher:

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

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

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

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

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

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

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

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

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

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

5 Other Provisions

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

**Form 1**

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

Teacher: \_\_\_\_\_

School Principal (or other evaluator): \_\_\_\_\_

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

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Principal or Other Evaluator

**Form 2**

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

Participating  
Teacher: \_\_\_\_\_

Consulting  
Teacher: \_\_\_\_\_

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

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

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

Area in need of improvement: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Assistance provided: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Area in need of improvement: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Assistance provided: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Area in need of improvement: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Assistance provided: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

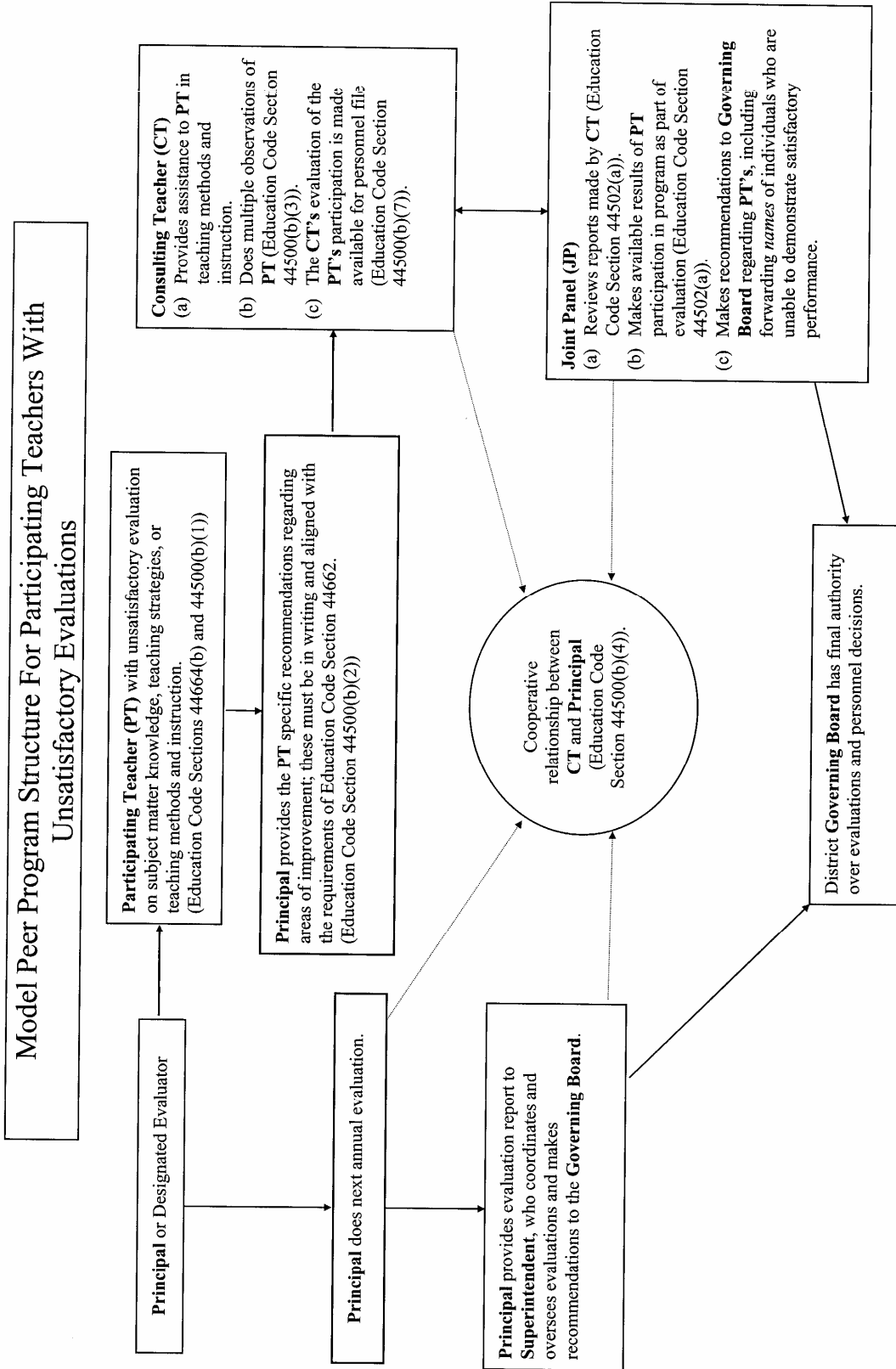
\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

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



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**Diagram 2**  
**Model Peer Program Structure**  
**For Beginning Teachers**

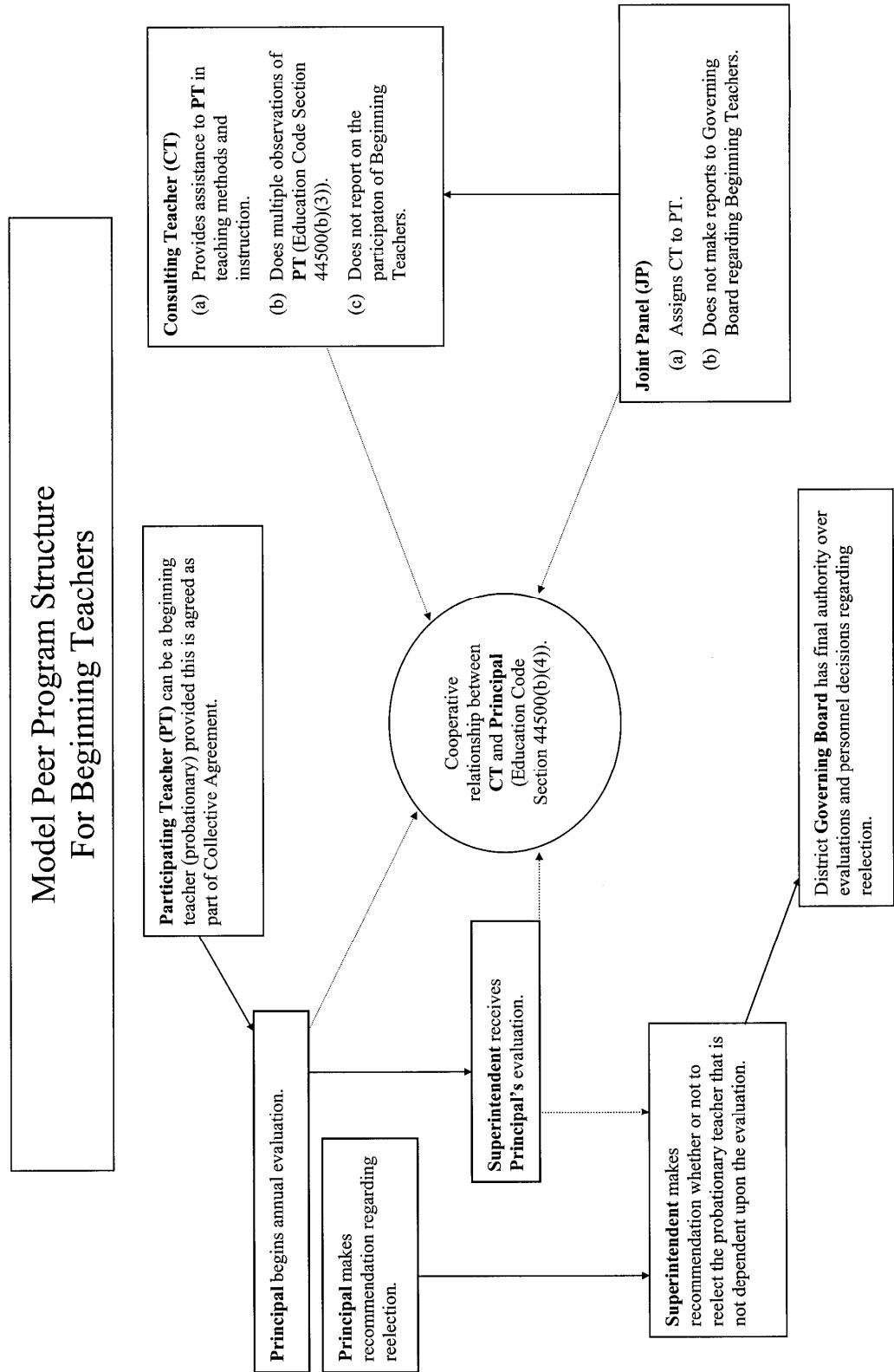
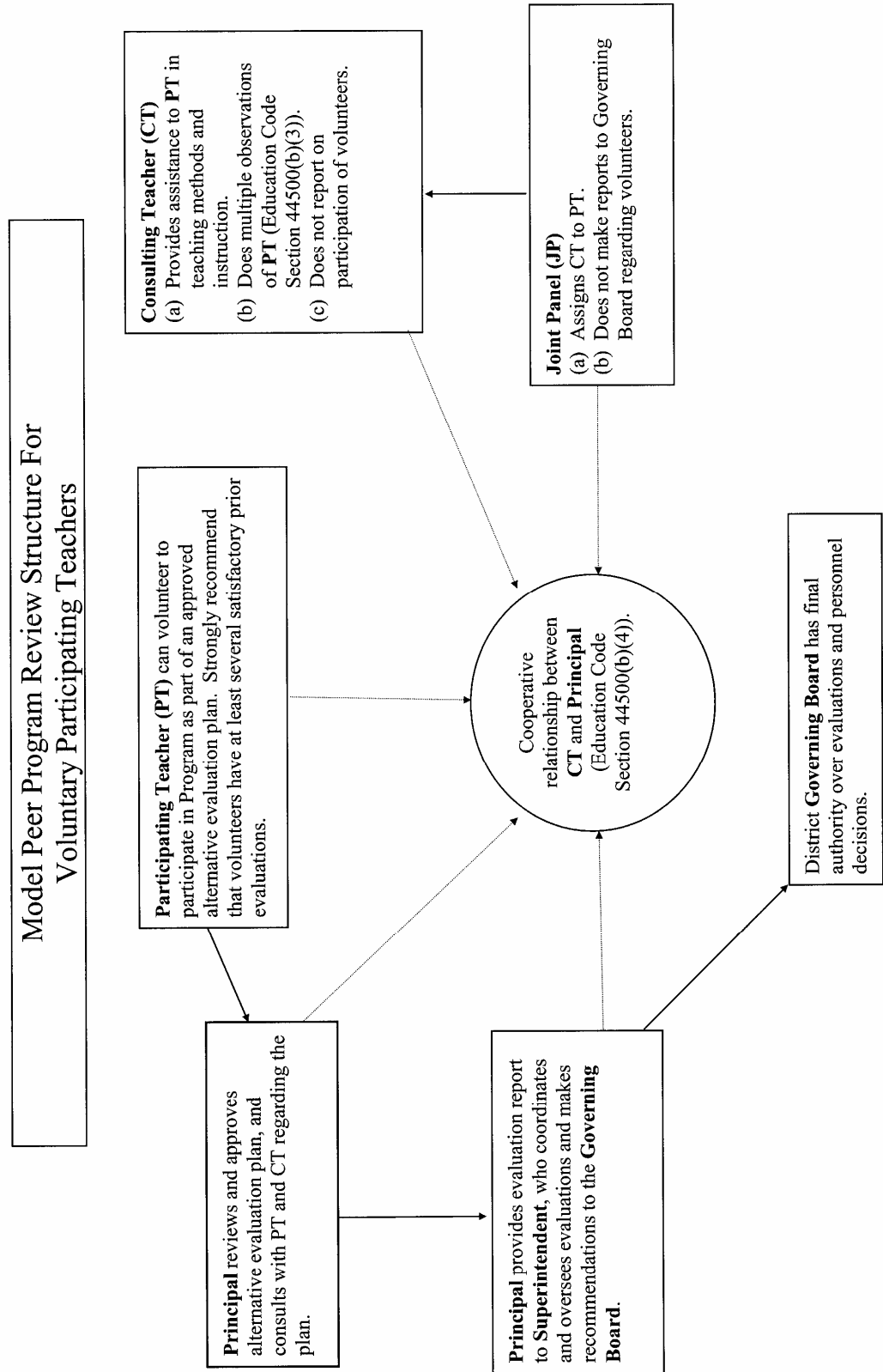




Diagram 3



**APPENDIX J: 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 K: 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.