

# **NEGOTIATED AGREEMENT**

**Between the**

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

**And the**

**GOVERNING BOARD OF THE**

**BERRYESSA UNION  
SCHOOL DISTRICT**

**July 1, 2014 to June 30, 2017**

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# **ARTICLE 1: GENERAL PROVISIONS**

## **1.1 Agreement**

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

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

## **1.2 Recognition**

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

## **ARTICLE 2: DISTRICT RIGHTS**

### **2.1 Powers and Authorities**

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

### **2.2 Discipline**

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



## **ARTICLE 3: ASSOCIATION RIGHTS**

### **3.1 Association Access Rights**

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

### **3.2 Association Meeting Tuesdays**

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

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

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

### **3.4 Association Release Time**

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

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

3.4.2 The District is able to hire a qualified substitute.

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

## **ARTICLE 4: EMPLOYEE RIGHTS**

### **4.1 Academic Freedom**

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

### **4.2 Public Complaints**

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

### **4.3 Formal Complaints**

#### **4.3.1 Level 1**

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

#### **4.3.2 Level 2**

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

**OR**

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

110 4.3.3 **Level 3**

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

125 4.3.4 **Level 4**

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

143 4.4 **Parental Classroom Visits**

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

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

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

159 4.5 **Harassment**

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

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

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

168 4.7 **Specialized Procedures**

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

176 4.8 **IDEA, Section 504**

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

183 4.9 **Effect of Recommendations**

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

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

189 4.10 **Intellectual Property Rights**

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

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

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

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

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

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

220 **ARTICLE 5: ORGANIZATIONAL SECURITY**

221 5.1 **Member Definition**

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

231 5.2 **Automatic Membership**

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

248 5.3 **Membership Exceptions**

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

258 5.3.1.1 United Way of Santa Clara County

259 5.3.1.2 Red Cross

260 5.3.1.3 Foundation to Assist California Teachers

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

266 5.4 **Membership Proof of Payments**

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

275 5.5 **Grievance Expenses**

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

280 5.6 **Membership Dues**

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

288 5.7 **Association/District Agreement**

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

291 5.8 **Exclusive Rights**

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



300 **ARTICLE 6: PAYROLL DEDUCTIONS**

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

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

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

## **ARTICLE 7: GRIEVANCE**

### **7.1 Problem Solving Procedures**

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

### **7.2 Grievance Alternative**

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

### **7.3 Definitions**

#### **7.3.1 Grievance**

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

#### **7.3.2 Conferee**

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

#### **7.3.3 Working Day**

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

#### **7.3.4 Grievant**

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

347 7.4 **Procedures for Grievance**

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

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

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

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

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

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

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

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

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

378 7.53 Either party to the grievance shall have the right to request a meeting  
379 and may request a conferee to attend during Level 1.

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

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

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

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

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

398 7.7 **Level 3 – Mediation**

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

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

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

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

415 7.8 **Level 4 – Arbitration**

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

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

**7.8.1 Functions of the Arbitrator are:**

7.8.1.1 To hold a hearing concerning the grievance.

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

**7.8.2 Selection of the Arbitrator**

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

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

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

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

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

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

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

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

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

465     7.9     **Advisory Decision**

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

475 **ARTICLE 8: DISCIPLINE**

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

**ARTICLE 9: COMPENSATION**

**9.1 2014-2015 Salary Schedule Increase**

Effective July 1, 2014, the salary schedule for the 2014-2015 year shall be Increased by 5.5 % over the 2013-2014 salary schedule, and is attached to this Agreement as Appendix D2.

**9.2 Experience Movement**

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

**9.3 Class Change Bonus**

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

**9.4 Rate for Hourly Work**

The District will pay for extra duties and responsibilities that are set forth in Appendix E, "Supplemental Pay Activities." This will include the compensation rate of authorized hourly work shall be calculated as (.000836) x Step 1, Column C of the salary schedule.

**9.5 Professional Growth**

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

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



519 9.6 **Master Stipend**

520 Unit members with an earned masters' degree from accredited university shall  
521 receive an annual stipend of \$1725.  
522

523 9.7 **Doctorate Stipend**

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

526 9.8 **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 9.9 **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 9.10 **Teacher Advisors/Instruction Coaches**

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

537 9.11 **Program Specialists**

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

540 9.12 **Psychologists**

541 Unit members employed as Psychologists shall receive an additional ten percent  
542 (10%) of their placement of the Salary Schedule.

543 9.13 **LSH/RSP/SDC/Adaptive PE/Counselor/School Social Worker Stipend**

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

546 9.14 **Unit Members Assigned To Work More Than 183/184 Days**

547 The salary schedule for unit members assigned to positions with a work year in  
548 excess of 183/184 days as stated in Article 14, Sections 14.8.1.1 – 14.8.1.7 shall  
549 be increased on a per diem basis.

## **ARTICLE 10: FRINGE BENEFITS**

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

### **10.1 Medical Premiums**

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

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

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

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

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

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

585                   10.1.2.3   Beginning January 1, 2014, the District will provide to each  
586   eligible full-time unit member a supplemental monthly  
587   contribution toward the costs of the medical plans that,  
588   when added to the District Basic Contribution in Section  
589   10.1.1 will not exceed the following monthly amounts:

590                                   10.1.2.3.1   For unit members enrolled in employee only  
591   medical benefits plans: \$599.09.

592                                   10.1.2.3.2   For unit members enrolled in two-party  
593   medical benefits plans: \$1198.18.

594                                   10.1.2.3.3   For unit members enrolled in family medical  
595   benefits plans \$1447.63.

596                   10.1.2.4   If both spouses are unit members, any employee  
597   contribution to medical premiums up to the full family cap  
598   listed in Section 10.1.2.3 will be paid by the District.

599   10.2   **Domestic Partners**

600           10.2.1   Domestic partners will be covered by the District's fringe benefit plans  
601   to the extent that the District's carriers provide such coverage.

602           10.2.2   The District will provide health benefits for qualified domestic  
603   partners of bargaining unit members to the same extent, and subject to  
604   the same terms and conditions, as health benefits are available to  
605   dependents of unit members under this Agreement. This coverage is  
606   conditioned upon the domestic partner meeting all the criteria of  
607   California Family Code Section 297, and upon the unit member  
608   presenting the District with proof that a valid declaration of domestic  
609   partnership has been filed pursuant to the above Family Code Section  
610   or with any local agency registering domestic partnerships.

611   10.3   **Dental and Vision Premiums**

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

616   10.4   **Part-Time Unit Members**

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

620 10.5 **Section 125 Plan**

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

622 10.6 **Purchase Option for Retirees**

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

## **ARTICLE 11: SUMMER SCHOOL**

### **11.1 Summer School Notification**

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

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

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

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

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

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

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

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

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

### **11.5 Staff Selection Criteria**

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

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

665 11.6 **Written Expectations**

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

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

**12.1 General Provisions for Assignment and Transfer**

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

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

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

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

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

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

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

703 12.2 **Assignment of Unit Members**

704 12.2.1 Unit members shall not be assigned arbitrarily or capriciously.

705 12.2.2 Unit members new to the District shall receive assignment from the  
706 Personnel Office. All other unit members will be assigned annually by  
707 the site administrator or the appropriate supervisor.

708 12.2.3 A unit member will be assumed to prefer his/her current assignment at  
709 the school site unless that unit member notifies the site administrator  
710 of a desire to change assignment. This interest in change of  
711 assignment must be submitted by March 1.

712 12.2.4 By March 15 the site administrator shall provide all unit members with  
713 their preliminary assignments for the following school year.

714 12.3 **Reassignment**

715 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  
716 shall not apply to unit members assigned to middle schools. Only  
717 subsection 12.3.3 of section 12.3 (Reassignment) applies to middle  
718 schools.

719 12.3.2 Definition for elementary schools only: Reassignment is the change of  
720 assignment within the same elementary school building or site. At the  
721 elementary school level, unit members serving as regular education  
722 classroom teachers are assigned to a particular grade level(s).

723 12.3.3 Unit members requesting reassignment within a school shall be given  
724 priority placement into open assignments within the school before  
725 outside voluntary transferees are considered. In all instances, for the  
726 purposes of selection between two or more unit members with the  
727 required credential for a vacant position, all factors being equal, the  
728 more senior member will be selected. In the determination of equality  
729 between two or more unit members who have requested reassignment,  
730 the site staff shall consider: special program needs, the applicant's  
731 special training, professional skills, academic preparation, experience,  
732 and major/minor fields of study of each unit member.

733 12.3.4 The District shall not reassign unit members for arbitrary or capricious  
734 reasons.

735 12.3.5 At the written request of the unit member, the District shall provide the  
736 reasons for the reassignment in writing.



737 12.3.6 Except when the needs of the District require it or the unit member  
738 requests a change in assignment, a unit member in an elementary  
739 school assignment will not be subject to reassignment more often than  
740 once in two consecutive school years. Assignments to and from  
741 combination classes at the elementary school level are governed by  
742 subsection 12.3.8. (See also subsection 12.3.8 regarding combination  
743 classes.)

744 12.3.7 Whenever possible, a unit member shall be given at least ten working  
745 days notice of a reassignment.

746 12.3.8 A unit member reassigned during the school year (i.e. after the student  
747 school year has begun) shall be allowed at least three (3) days of  
748 release time for the purpose of preparing for the new assignment. The  
749 unit member shall receive assistance in moving materials, or shall  
750 receive hourly pay for authorized time spent moving as specified in  
751 12.1.3.

752 12.3.9 Elementary school site administrators will discuss the assignment of  
753 regular education combination classes with certificated staff before  
754 making such assignments. Elementary school site administrators will  
755 seek volunteers to teach combination classes before making decisions  
756 to assign unit members to teach combination classes. Elementary  
757 school site administrators shall consider volunteers to teach  
758 combination classes before making assignments to combination  
759 classes, but shall not be required to select the volunteer. Unless the  
760 needs of the District and students call for it, probationary unit  
761 members will generally not be assigned to teach elementary school  
762 combination classes. An elementary school unit member assigned to  
763 teach a combination class pursuant to this subsection who requests a  
764 change in assignment to a single grade pursuant to subsection 12.2.3  
765 shall be reassigned to a single grade in the following school year if at  
766 all possible. This subsection 12.3.9 does not apply to special  
767 education classes containing students from more than one grade level  
768 or age level.

769 12.4 **Voluntary Transfer Between School Sites**

770 12.4.1 Site administrators shall notify the Personnel Office by March 15 of  
771 vacant positions at their school sites remaining after assignments are  
772 made. The Personnel Office shall communicate to all certificated unit  
773 members a list of known vacant positions for the following school year  
774 by March 25 of each school year. A Certificated Request For Transfer  
775 Form will be included with this communication. Unit members who  
776 seek placement in open positions shall be placed in the following  
777 priority order: individuals transferred due to school closure;  
778 individuals subject to involuntary transfer; individuals who seek

- 779 reassignment to open positions in their own school site; and  
780 individuals who seek voluntary transfers.
- 781 12.4.2 Requests for transfer between schools shall be in writing on forms  
782 obtained from the Personnel Office. Such requests must be submitted  
783 to the Personnel Office by April 1. Forms shall be filled out in  
784 triplicate, with copies to the site administrator where the vacancy  
785 exists, the teacher initiating the request, and the Personnel Office.  
786 These requests shall include the school, the grade and/or subject to  
787 which the teacher desires to be assigned. A unit member requesting a  
788 transfer shall be notified by the Personnel Office within 10 working  
789 days of the request.
- 790 12.4.3 It shall be the responsibility of the Personnel Office to process all  
791 transfer requests. In determining which teacher shall be transferred,  
792 the Personnel Office shall give consideration to any special program  
793 needs, and the applicant's special training, professional skills,  
794 academic preparation, experience in the grade level of vacancy,  
795 experience in related fields and length of service in the District.
- 796 12.4.4 In all instances, for the purposes of selection between two or more unit  
797 members, with the required credential for a vacant position, all factors  
798 being equal, the District shall select the more senior member if the  
799 selection decision is made on or before April 15 for the following  
800 school year. As required by Education Code Section 35036, after  
801 April 15, the seniority priority described in this subsection shall not  
802 apply. In the determination of equality between two or more unit  
803 members who have applied for an open position, the District shall  
804 consider: special program needs, the applicant's special training,  
805 professional skills, academic preparation, experience, and major/minor  
806 fields of study, competencies, past evaluations, and advanced degrees  
807 of each unit member.
- 808 12.4.5 The Personnel Officer shall provide unit members requesting a transfer  
809 from one school to another with a written statement regarding the  
810 status of their request within ten (10) working days after receipt of the  
811 transfer request. Written notice will also be given upon final decision.
- 812 12.4.6 In those cases where the needs of the District make it necessary to  
813 deny the request of the unit member, it shall be the responsibility of  
814 the Superintendent or his/her designee to make the reasons for such  
815 denial clear to the unit member requesting transfer. At the unit  
816 member's written request, the District shall provide the reasons for the  
817 denial in writing.

818 12.4.7 A permanent unit member's request for transfer to another school shall  
819 have first consideration over newly employed certificated personnel,  
820 unless the selection decision is made after April 15 for the following  
821 school year, in which case this consideration priority shall not apply.

822 12.5 **Involuntary Transfer due to Reduced Enrollment**

823 12.5.1 In those cases where transfer or reassignment is necessary, during the  
824 school year, it shall be the District's policy to: (1) give first  
825 consideration to voluntary transfers or reassignment, (2) seek such  
826 changes through consultation with individuals requested to transfer or  
827 be reassigned, (3) provide ample time to make necessary arrangements  
828 for such transfer or reassignment, and (4) in the case of involuntary  
829 transfer, the site administrator shall first seek volunteers. If no  
830 volunteers are found, the site administrator must select the least senior  
831 unit member (based on the District's Certificated Seniority List).

832 12.5.2 The Personnel Officer shall provide a unit member transferred under  
833 this policy with a listing of current openings in the District and make  
834 reasonable effort to find a satisfactory reassignment similar to the one  
835 vacated.

836 12.5.3 In no event shall transfer or reassignment of a certificated unit member  
837 be initiated, prior to a conference with the unit member being  
838 transferred. No information regarding the decision to transfer or  
839 reassign shall be publicized prior to a conference with the unit  
840 member.

841 12.6 **Involuntary Transfers**

842 12.6.1 **Standards for Transfers**

843 Unit members shall not be transferred arbitrarily or capriciously.

844 12.6.2 **Site Administrator Initiated Transfer**

845 12.6.2.1 The site administrator may request the transfer of a unit  
846 member. Such a request shall be initiated with a  
847 conference between the unit member and site administrator.

848 12.6.2.2 The unit member may be accompanied by a representative.  
849 This conference and notification must take place by June 1.

850 12.6.2.3 The following criteria must be used in determining a  
851 decision to administratively transfer a unit member: (1)  
852 warning with documentation of behavior; and (2)  
853 intervention(s) with documentation. These steps must be  
854 taken prior to notifying a unit member of administrative  
855 transfer.

856 12.6.2.4 The conference shall be summarized in writing by the site  
857 administrator with copies sent to the unit member, the  
858 representative, and the Superintendent or designee.

859 12.6.2.5 A unit member being considered for an administrative  
860 transfer may request a conference with the Superintendent  
861 or designee within five (5) working days following the site  
862 administrator/unit member conference.

863 12.6.2.6 In the event of an egregious act(s) by a unit member, a site  
864 administrator may recommend an immediate involuntary  
865 transfer. The transfer may be implemented only after  
866 review by the Association and District. This review will  
867 take place within five (5) working days of the site  
868 administrator's recommendation.

869 12.6.3 **Superintendent Initiated Transfer**

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

875 12.7 **Transfer due to School Closure**

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

883 12.7.1 **Criteria for Transferring Unit Members due to School Closure**

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

886 12.7.1.1 The individual desires of the unit member as indicated on  
887 the request for transfer form.

888 12.7.1.2 The unit member's professional training and skills, and  
889 length of service in the District.

890 12.7.1.3 As positions become available in the District, affected unit  
891 members will be informed of those positions and will be  
892 given first choice. In addition, they will receive priority in  
893 terms of placement at schools receiving their students.  
894 Efforts will be made to confirm their new assignments for  
895 the coming school year prior to the last day of school.

896 12.7.2 **Moving Assistance for Unit Members Transferred due to School**  
897 **Closure**

898 12.7.2.1 The District shall provide transportation and personnel to  
899 move classroom materials to the new school site.

900 12.7.2.2 In order to inventory, pack, and move teacher property and  
901 authorized school property, unit members will be paid at  
902 the hourly rate for work authorized to be performed on  
903 weekends or non-school days and after the last bell ending  
904 the regular school day for all students, up to a maximum of  
905 twenty (20) hours.

906 **ARTICLE 13: CLASS SIZE**

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

909 13.1 **Staffing**

910 13.1.1 Staff will be assigned according to regular staffing ratios that shall not  
911 exceed for following:

912 13.1.1.1 24:1 at K-3 level;

913 13.1.1.2 30.5:1 at grades 4-5 level; and

914 13.1.1.3 32:1 at the middle school.

915 13.1.2 **Staffing Ratio Calculation**

916 13.1.2.1 **Grade K-3**

917 For purposes of determining the grade K-3 staffing ratio,  
918 divide the total enrollment at the school in grades K-3 by  
919 24. The resulting quotient represents the number of  
920 teachers necessary to maintain the 24:1 staffing ratio. If the  
921 quotient is not a whole number, it will be rounded up if any  
922 fractional amount is equal to or greater than 0.5, and  
923 rounded down if any fractional amount is less than 0.5.  
924 The 24:1 staffing ratio will be deemed met if the school's  
925 total K-3 enrollment at the school divided by the number of  
926 teachers assigned to teach grades K-3 is 24.49 or less.

927 13.1.2.2 **Grade 4-5**

928 For purposes of determining the grade 4-5 staffing ratio,  
929 divide the total enrollment at the school in grades 4-5 by  
930 30.5. The resulting quotient represents the number of  
931 teachers necessary to maintain the 30.5:1 staffing ratio at  
932 the school. If the quotient is not a whole number, it will be  
933 rounded up if any fractional amount is equal to or greater  
934 than 0.5, and rounded down if any fractional amount is less  
935 than 0.5. The 30.5:1 staffing ratio will be deemed met if  
936 the school's total grade level enrollment in grades 4-5  
937 divided by the number of teachers assigned to teach those  
938 grades is 30.49 or less.

939 13.1.2.3 **Grade 6-8**

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

942 32. The resulting quotient represents the number of  
943 teachers necessary to maintain the 32:1 staffing ratio at the  
944 school. If the quotient is not a whole number, it will be  
945 rounded up if any fractional amount is equal to or greater  
946 than 0.5, and rounded down if any fractional amount is less  
947 than 0.5. The 32:1 staffing ratio will be deemed met if the  
948 school's total grade level enrollment in grades 6-8 divided  
949 by the number of teachers assigned to teach those grades is  
950 32.49 or less.

951 13.1.3 **Grade K-3 Alternative Staffing Ratio**

952 Pursuant to Education Code Section 42238.02 (d) (3), the parties agree  
953 to an alternative annual average class enrollment requirement for each  
954 school site in grades K-3, including Transitional Kindergarten, as set  
955 forth in this Section 13.1.3. The regular K-3 staffing ratio defined in  
956 Section 13.1.1.1 may be exceeded at a school site if the District makes  
957 the class size payments required by Sections 13.2.2.1 and 13.2.2.2.  
958 The alternative annual average class enrollment authorized by this  
959 section 13.1.3 shall not be more than two (2) students above the  
960 regular K-3 staffing ratio set forth in Section 13.1.1.1 (i.e. no more  
961 than 26:1).

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

967 13.1.4 For the purpose of staffing at the beginning of the school year, as soon  
968 as the average regular class size in a school exceeds the staffing ratio  
969 per school, the principal shall contact the District Office and determine  
970 what action can be taken to accommodate the excess of students in the  
971 school. The District will take action as soon as practicable, and in no  
972 instance later than 20 school days from the beginning of the school  
973 year. The required action shall include, but need not be limited to the  
974 overload provisions of section 13.2 below.

975 13.1.5 At the middle school, different strategies may be employed to maintain  
976 the 32:1 ratio, including allowing existing staff to teach extra sections,  
977 up to a maximum of ten (10) sections at each middle school.

978 13.1.5.1 Teachers who agree to teach an extra period shall receive  
979 compensation based on the following formula: base salary  
980  $\times .167/180$  = rate per section per day which will not be  
981 creditable to the STRS Defined Benefits Plan, but may be  
982 credited to the STRS Supplemental Plan. If the period  
983 occurs during the periods 1-6, teachers shall be required to

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

986 13.1.5.2 The site administrator and school staff will determine  
987 variations in class size according to program needs.

988 13.1.5.3 Special Education staff shall not be included in determining  
989 student ratio.

990 **13.2 Class Size Overage Payments**

991 **13.2.1 Grade K-3 Class Size Overage Payments**

992  
993 Unit members assigned as classroom teachers in grades K-3 shall be paid  
994 \$5 per student per day for each student in excess of 24 students in the  
995 class.  
996

997 **13.2.2 Grades 4-5 Class Size Overage Payments:**

998 Unit members assigned as classroom teachers in grades 4-5 shall be paid  
999 \$5 per student per day for each student in excess of 31 students in the  
1000 class.  
1001

1002 **13.2.3 Combination Class Calculation:**

1003  
1004 For purposes of calculating staffing ratios and class size payments at  
1005 elementary schools, a combination class shall be counted as part of the  
1006 lowest grade level in the combination (e.g., a grade 3/4 combination will  
1007 be counted as a grade 3 class).  
1008

1009 **13.2.4 Middle School Grade-Level Staffing/Class Size Penalty**

1010 The District will provide class size payments in middle schools to any  
1011 teacher when the total number of students enrolled in the teacher's classes  
1012 exceeds the following numbers:  
1013

1014 - 160 students in required core classes in math, science, English language  
1015 arts, social sciences, and any English Language Development classes in  
1016 these required core subjects;  
1017

1018 - 180 students in physical education classes;  
1019

1020 - 170 students in elective classes other than music;  
1021

1022 - 210 students in music classes.  
1023

1024 The middle school class size payment shall be \$1 per day per student in  
1025 excess of the number of students listed above. The student thresholds



1026 listed above shall be prorated if the teacher is assigned to teach classes in  
1027 more than one of the subject areas listed above.  
1028

1029 13.2.5 **General Class Size Payment**

1030 13.2.5.1 The District will endeavor to balance class enrollments at grade  
1031 levels at each school to the extent such balancing is reasonably practicable  
1032 and meets the needs of the District and students' instructional needs.

1033 13.2.5.2 No class size payments shall be assessed during the first  
1034 attendance accounting period of each school year. (This does not apply to  
1035 SDC class size payments required under Section 13.4.4 which begins on  
1036 the first day of school.) Attendance accounting periods are approximately  
1037 20 student instructional days. In order to avoid the need to calculate actual  
1038 enrollment and staffing on a daily basis, all class size payments shall be  
1039 determined based on the enrollments, staffing ratios, and/or class sizes  
1040 calculated on the last day of each attendance accounting period. The  
1041 enrollments, staffing ratios, and/or class sizes calculated on this date shall  
1042 be deemed to have been in place for the entire attendance accounting  
1043 period, and any class size calculated on the date shall be deemed to have  
1044 been in place for the entire attendance accounting period, and any class  
1045 size payments shall be based on the data derived from the last day of the  
1046 applicable attendance accounting period.

1047 13.2.5.3 All class size payments shall be prorated for part-time teachers.

1048 13.3 **Provisions for Special Education Teachers**

1049 13.3.1 The District will follow the caseload limits for Resource Specialist as  
1050 set forth in Education Code 56362 (28); and for 3-5 year-olds in  
1051 Education Code 56441.5 adult to child ratio (5 to 1).

1052 13.3.2 K-8 Language Speech Hearing (LSH) therapists shall have a caseload  
1053 not to exceed 55 unless Education Code 56363.3 is revised. The  
1054 caseload shall not exceed the number specified in the Education Code.

1055 13.3.3 LSH therapists who serve 3-5 year olds shall have a caseload not to  
1056 exceed 40 unless Education Code 56441.7 is revised. The caseload  
1057 shall not exceed the number specified in the Education Code.  
1058

1059 13.3.4 If Special Day Classes exceed the following maximums, the District  
1060 shall pay the teachers in those classes the amounts specified in Section  
1061 13.3.4.3:

1062 13.3.4.1 Moderate to Severe (in all schools): 10 students per  
1063 teacher.

- 1064 13.3.4.2 Mild to Moderate (in elementary schools only): 14  
1065 students per teacher.
- 1066 13.3.4.3 If the number of students assigned to Special Day Classes  
1067 exceeds the amounts specified in Sections 13.3.4.1 and  
1068 13.3.4.2, the teachers assigned to those classes shall receive  
1069 a payment of \$5/student/day for each student in the Special  
1070 Day Class over the specified amounts.
- 1071 13.3.4.4 In order to avoid the need to calculate actual enrollment  
1072 and staffing on a daily basis, all class size payments shall  
1073 be determined based on the enrollments, staffing ratios,  
1074 and/or class sizes calculated on the last day of each  
1075 attendance accounting period. The enrollments, staffing  
1076 ratios, and/or class sizes calculated on this date shall be  
1077 deemed to have been in place for the entire attendance  
1078 accounting period, and any class size calculated on the date  
1079 shall be deemed to have been in place for the entire  
1080 attendance accounting period, and any class size payments  
1081 shall be based on the data derived from the last day of the  
1082 applicable attendance accounting period.

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

**14.1 Work Day and Responsibilities**

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

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

14.1.2.1 280 minutes K-3

14.1.2.2 300 minutes 4-5

14.1.2.3 260 minutes 6-8

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

14.1.3.1 Implementing the classroom instructional program with students;

14.1.3.2 Planning for the implementation of the classroom instructional program;

14.1.3.3 Planning and implementing extracurricular activities for students;

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

14.1.3.5 Reporting to parents and students on student progress;

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

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

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

14.1.3.9 Adjunct duties as defined in Section 14.2 below.

1111 14.2 **Adjunct Duties**

- 1112 14.2.1 Adjunct duties are part of a unit member's required responsibilities,  
1113 are divided into District and Site requirements, and are not  
1114 compensated with additional pay.
- 1115 14.2.2 Required District-wide adjunct duties include, but are not limited to,  
1116 department leadership, site council membership, and leadership team.
- 1117 14.2.3 Required Site adjunct duties will consist of those duties that are  
1118 decided by the staff in collaboration with the site administrator.
- 1119 14.2.4 The leadership team at each site in collaboration with the site  
1120 administrator will annually determine the fair and equitable  
1121 distribution of adjunct duties.
- 1122 14.2.5 In determining the distribution of adjunct duties, the leadership team  
1123 and site administrator shall consider the additional workload  
1124 associated with special education unit members' regular professional  
1125 responsibilities and make appropriate adjustments. Such adjustments  
1126 may include a decision not to assign adjunct duties to special  
1127 education unit members.
- 1128 14.2.6 Special education teachers who have not attained permanent status will  
1129 not be required to perform adjunct duties.

1130 14.3 **Lunch Period**

- 1131 All unit members shall be entitled to a minimum duty-free lunch period of thirty  
1132 (30) minutes per day.

1133 14.4 **Preparation Periods and School Schedule**

- 1134 14.4.1 The middle school schedule shall include:
- 1135 14.4.1.1 A 6-period day schedule including 5 instructional periods  
1136 and 1 period set aside exclusively for teacher preparation  
1137 and planning.
- 1138 14.4.1.2 In addition to (1) above, 1 homeroom/advisory period shall  
1139 be included in the Middle School schedules.
- 1140 14.4.2 Elementary special day class teachers shall receive the equivalent of  
1141 six (6) days per year of release time (can be broken into half days) to  
1142 provide additional time to be used for IEPs, testing and related special  
1143 education duties. The release time must be requested at least ten (10)  
1144 days in advance, is subject to approval of the site administrator, and  
1145 may not be taken adjacent to scheduled school holidays or vacation  
1146 breaks.

1147 14.4.3 Pre-K, K-8 teachers will be provided preparation time on at least 18  
1148 days per school year when students are released early. This time will  
1149 be reserved exclusively for teacher preparation. Other early released  
1150 days will be utilized for activities determined by the District.

1151 14.4.4 In addition, teachers in grades 4-5 will be provided two 50-minute  
1152 preparation periods during each full week of instruction. Grade 4-5  
1153 teachers will be encouraged by the parties to develop a core  
1154 curriculum approach to further reduce the requirement for multiple  
1155 subject preparation.

1156 14.5 **Mandatory Staff, Grade-Level, And Staff Development Meetings On Early**  
1157 **Release Days**

1158 On days on which students are released early, faculty meetings, grade  
1159 level/department meetings, staff development, and other mandatory District or  
1160 site directed activities shall be scheduled to commence as soon as practicable, but  
1161 not later than 15 minutes after the student instructional day ends. These activities  
1162 shall be no more than 90 minutes long on early release days.

1163 14.6 **Schedule Development**

1164 14.6.1 Each site staff in collaboration with the site administrator shall:

1165 14.6.1.1 Develop a daily and weekly schedule (with or without  
1166 staggered sessions as defined in District Policy) that  
1167 provides for the required minutes of instruction exclusive  
1168 of recesses (except kindergarten and pre-school, where all  
1169 minutes are included as instructional minutes) and lunch  
1170 time.

1171 14.6.1.2 Establish the frequency and length of staff meetings, and  
1172 establish the guidelines for development of the agenda.  
1173 However, the site administrator may call special school  
1174 level staff meetings in an emergency (see Appendix C).

1175 14.6.1.3 Develop and implement a process to place students  
1176 equitably at each grade level based upon their unique  
1177 needs.

1178 14.6.1.4 Establish a break/yard duty schedule that is equitable and  
1179 promotes staff wellness.

1180 14.7 **Voluntary Activities**

1181 All the duties listed in Appendix E, ("Supplemental Pay Activities") are  
1182 voluntary. If no unit members volunteer, the District shall make all reasonable  
1183 efforts to find non-unit District employees or persons not employed by the District  
1184 to perform the duties. If the District cannot meet the identified student needs

1185 through these efforts, the site administrator may assign the duty to unit  
1186 member(s). Performance of these extra duties will not be considered in the  
1187 equitable allocation of the adjunct duties.

1188 14.8 **Work Year**

1189 14.8.1 The basic work year shall be 184 days for new unit members and 183  
1190 for returning unit members, with the following exceptions:

1191 14.8.1.1 Psychologist 194

1192 14.8.1.2 Program Specialist 194

1193 14.8.1.3 Counselor 194

1194 14.8.1.4 Librarian 194

1195 14.8.1.5 Nurse 196

1196 14.8.1.6 Teacher Advisor/Instructional Coach 192

1197 14.8.1.7 School Social Worker 196

1198

1199 14.8.2 Any increase in the length of the year shall result in an increase of one  
1200 current salary per diem for each day of increase. Any reduction in the  
1201 work year shall result in a salary reduction of one per diem for each  
1202 day of reduction.

1203 14.8.3 If program needs arise, unit members can request increased days in  
1204 their work year on an as needed basis.

1205 14.8.4 Psychologist, Program Specialist, Counselor, Nurse, Teacher  
1206 Advisor/Instructional Coach, School Social Workers, and Librarian  
1207 workdays will be scheduled by the appropriate administrator in  
1208 collaboration with the individual before the school year begins.

1209 14.8.5 For the Resource Specialist, the District will budget a pool of extra  
1210 paid days that the Resource Specialists may utilize for additional job  
1211 requirements or projects. Individual requests for such days must be  
1212 pre-approved by the site administrator and the Director of Special  
1213 Education. The additional days will be paid at the per diem rate and  
1214 scheduled in collaboration between the site administrator and Resource  
1215 Specialist.

1216 14.9 **Work Calendar**

1217 14.9.1 The basic work year for unit members shall consist of 183 work days  
1218 and 180 instructional days.  
1219

1220 14.9.2 **Development of Work Calendar**

1221 Each year the parties will negotiate the work calendar for unit  
1222 members. Prior to the onset of negotiations, and no later than the end  
1223 of February, a draft of the work calendar will be submitted to the  
1224 parties by a committee consisting of two members selected by the  
1225 Association and two by the District.  
1226

1227 14.10 **Elementary School Parent Conferencing**

1228 14.10.1 Parent conferencing on student progress shall be scheduled and  
1229 performed before or after the regular school day during a three-week  
1230 period designated by the site staff in collaboration with the site  
1231 administrator in each of the first and second trimesters or quarters  
1232 unless the staff and the site administrator at the school site agree to  
1233 schedule parent conferences on ten (10) minimum days (5 days in the  
1234 fall and 5 days in the spring to be agreed upon prior to the end of  
1235 school in the previous year) and adjust the remaining school days  
1236 sufficient instructional minutes to meet the minimum annual  
1237 instructional minute standard for students.

1238 14.10.2 Each teacher shall submit the schedule of parent conferences to be  
1239 held at the school site in writing to the teacher's principal prior to the  
1240 start of each conference period. Teachers shall provide all parents  
1241 with an opportunity to schedule a conference. Parent conferences shall  
1242 be scheduled where special needs and concerns are present.

1243 14.10.3 The District will provide teachers in grades 4 through 5 with release  
1244 time for two (2) additional parent conferencing days, one in the fall,  
1245 and one in the spring. The school site administrator will schedule  
1246 these days in order to ensure the employment of substitute teachers.  
1247 The District will make all reasonable efforts to adhere to the  
1248 established substitute schedule, and will not arbitrarily cancel the  
1249 scheduled substitutes.

1250 14.11 **Instructional Minutes Per Day and Year**

1251 14.11.1 The school day for students shall provide for the following:

1252 14.11.1.1 **Kindergarten**

1253 An average of 240 minutes of instruction daily, inclusive of  
1254 20 minutes of recess, and a minimum of an annual total of  
1255 360 additional minutes of contingencies. The students'  
1256 instructional day shall be no less than 180 minutes.

1257 14.11.1.2 **Grades 1, 2, 3**

1258 An average of 280 minutes of instruction daily, and a  
1259 minimum of an annual total of 504 additional minutes for  
1260 contingencies. The students' instructional day shall be no  
1261 less than 240 minutes.

1262 14.11.1.3 **Grades 4 & 5 and Alternative 6, 7, 8**

1263 An average of 300 minutes of instruction daily, and a  
1264 minimum of an additional 504 minutes annually for  
1265 contingencies. The students' instructional day shall be no  
1266 less than 240 minutes.

1267 14.11.1.4 **Middle School: Grades 6, 7, 8**

1268 An average of 310 minutes of instruction daily, exclusive  
1269 of passing time. The students' instructional day shall be no  
1270 less than 240 minutes.

1271 14.11.2 The Superintendent may authorize minimum school days as defined in  
1272 the California Education Code for parent-teacher conferences, in-  
1273 service education and special events. If minimum school days are  
1274 authorized, students shall be provided at least the same number of  
1275 annual instructional minutes specified in this policy.

1276 14.12 **Substitute Services – Middle School Level**

1277 Certificated unit members at the middle school who serve as substitutes shall be  
1278 compensated at the hourly rate for each period that they serve as a substitute.

1279 14.13 **Additional Assignments**

1280 Summer School assignments, temporary administrative assignments, and special  
1281 summer projects (such as curriculum development, etc.) shall not fall under the  
1282 provisions of this Article.



## **ARTICLE 15: EVALUATION**

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

### **15.1 Evaluation Purposes And Goals**

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

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

### **15.2 Evaluation Frequency**

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

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

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

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

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

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

1324 15.2.4 **Unit Members On Assistance Plan**

1325 Unit members who are on Assistance Plan shall be evaluated every  
1326 year until the overall evaluation rating is “Meets Standards.”  
1327

1328 15.3 **Evaluation Timelines**

1329 15.3.1 **On or before September 15:** All unit members who will be formally  
1330 evaluated that school year will be notified and informed of who the  
1331 designated evaluator will be, and shall be provided with a copy of  
1332 Appendix F. Unit members who received Does Not Meet Standards in  
1333 prior year’s evaluation shall receive an Assistance Plan by September 15  
1334 (see Section 15.14)

1335 15.3.2 **On or Before September 25:** If mutual agreement is reached, the  
1336 Certificated Evaluation 5-Year Cycle Form shall be signed to allow  
1337 evaluation on the 5-year cycle pursuant to Section 15.2.2.1.

1338 15.3.3 **On or Before October 1/October 15:** Unit members eligible for, and  
1339 proposing the Alternative Evaluation Option (Section 15.6) submit  
1340 requests to use such option to the designated evaluator no later than  
1341 October 1 using the Certificated Alternative Evaluation Form., The  
1342 designated evaluator shall approve or deny the request by October 15.  
1343

1344 15.3.4 **On or Before October 15:** The pre-evaluation planning conference  
1345 between evaluator and individual evaluatee shall take place by October 15  
1346 of the year in which the evaluation is required. The purpose of this  
1347 conference is to review the standards/indicia and rating system set forth in  
1348 the evaluation form.  
1349

1350 15.3.5 **On or Before December 15:** A midyear preliminary review shall be held  
1351 in the year of the scheduled evaluation for all non-permanent unit  
1352 members.  
1353

1354 15.3.6 **On or Before January 31:** The first formal observation for non-  
1355 permanent unit members shall be completed.  
1356

1357 15.3.7 **On or Before February 1:** A midyear review is optional for permanent  
1358 unit members. To request a midyear review, the evaluator or permanent  
1359 unit member shall provide written notice of the request to the other person  
1360 by February 1.  
1361

1362 15.3.7.1 **On or Before February 15:** If a midyear review has been  
1363 requested pursuant to Section 15.3.7, the midyear review shall be held by  
1364 February 15.

1365 15.3.8 **On or Before March 1:** Any unit member who the evaluator determines is  
1366 at risk of receiving an overall unsatisfactory final evaluation (“Does Not

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

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

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

#### **15.4 Evaluation Criteria**

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

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

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

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

**15.4.1.4** The establishment and maintenance of the learning environment;

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

**15.4.1.6** The fulfillment of professional responsibilities.

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

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

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

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

1406 15.5.1 The formal classroom observation must be completed with the  
1407 accompanying standard observation form to follow within five working days.  
1408 This observation must be a minimum of twenty (20) minutes in length and a  
1409 maximum of forty-five (45) minutes. Observations of middle school unit  
1410 members may last the length of a standard instructional period. The observation  
1411 may be for a longer period of time if mutually agreed to by the evaluatee and the  
1412 evaluator.

1413 15.5.2 Each evaluator must conduct at least two formal observations for non-  
1414 permanent unit members. The first formal observation shall be completed by  
1415 January 31, and the second formal observation shall be completed by April 15.

1416 15.5.3 Formal observations will be reduced to writing and made available to the  
1417 evaluatee within five (5) working days of their occurrence. The evaluator and the  
1418 evaluatee shall hold a post-observation conference within ten (10) working days  
1419 after the formal observation. Evaluators shall use the standard formal observation  
1420 form attached in Appendix F. The completed observation form shall not be part  
1421 of the final evaluation.

1422 15.5.4 Formal observations shall be scheduled at least two (2) school days in  
1423 advance.

1424 15.5.5 Formal observations are not required for permanent unit members, but the  
1425 evaluator's decision not to conduct a formal observation shall not excuse the  
1426 evaluator from meeting the required documentation required for any "Does Not  
1427 Meet Standards" rating.

1428 15.5.6 If the evaluator elects to conduct formal observations of a permanent unit  
1429 member, the procedures and timelines for formal evaluations in Section 15.5 shall  
1430 be followed, and any such formal observation(s) shall be completed no later than  
1431 April 15.

## 1432 15.6 **Alternative Evaluation Procedures**

1433 The procedures set forth below apply only to the Alternative Evaluation Procedure.

1434 15.6.1 **Purpose:** The alternative evaluation process encourages unit members to  
1435 emphasize professional development and personal growth through the  
1436 evaluation system. The process offers unit members an alternative to the  
1437 regular evaluation process. The process is flexible in order to encourage  
1438 unit members to grow in self-chosen areas of interest that promote and  
1439 relate to student learning and instructional leadership through individual or  
1440 group efforts. The goals, objectives, projects and criteria established  
1441 under the alternative assessment process serve as the certificated  
1442 performance evaluation in lieu of the standard evaluation.  
1443

1444 15.6.2 **Eligibility for Participation:** Permanent unit members with a minimum of

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

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

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

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

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

## **15.7 Evaluation As A Continuous Process**

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

1486 If a deficiency is noted in a formal observation, a conference between the  
1487 evaluator and the unit member shall be held within ten (10) working days of the  
1488 formal observation to review possible written recommendations for improvement.

1489 15.7.2 If the evaluator has raised a particular deficiency with the unit member,  
1490 and the evaluator determines that the unit member has corrected the deficiency,  
1491 any reference to that deficiency in the evaluation shall reflect the fact that unit  
1492 member has corrected the deficiency.

1493 15.7.3 The evaluating administrator is expected not only to act in the role of  
1494 evaluator, but also under certain circumstances, to provide appropriate coaching.  
1495 The primary role as the evaluator extends through the required determination as to  
1496 whether the unit member meets State/District standards. Once this determination  
1497 has been made, the administrator should be available to provide the necessary  
1498 advice, direction, and coaching regarding improvement in the teacher's  
1499 proficiency in those areas covered by the California Standards for the Teaching  
1500 Profession.

1501 15.8 **Evaluators For Itinerant And Non-Classroom Unit Members**

1502 15.8.1 For itinerant unit members with a caseload who are assigned to more than  
1503 one site, the Superintendent or designee shall assign the evaluator. In most  
1504 instances the evaluator shall be one of the itinerant unit member's site  
1505 administrators. The evaluator shall coordinate the input from the other site  
1506 administrators to whom the unit member is assigned. The evaluator is responsible  
1507 for meeting with the evaluatee for planning purposes, for convening all evaluation  
1508 conferences, and for completing and signing the evaluation forms.

1509 15.8.2 For non-classroom unit members who do not have a regular caseload (e.g.,  
1510 nurses, counselors, psychologists, program specialists, librarians, and teacher  
1511 advisors/instructional coaches, school social worker), the Superintendent or  
1512 designee shall assign the evaluator who shall be responsible for the evaluation,  
1513 including meeting with the evaluatee for planning purposes, for convening all  
1514 evaluation conferences, for completing and signing all evaluation forms, and for  
1515 obtaining input from all the appropriate administrators to whom the employee is  
1516 assigned.

1517 15.9 **Ratings**

1518 The evaluator will mark each standard within every performance area in the final  
1519 summary evaluation form, applying the ratings and definitions outlined below.

1520 15.9.1 **Meets Standards:** This means the teacher has adequately met the  
1521 District's expectations, and has been rated as meeting standards in each evaluation  
1522 criterion listed in Sections 15.4.1.1 through 15.4.1.6. The rating criteria in Section  
1523 15.4.1.1 through 15.4.1.6 shall be applied as follows:

1524 15.9.1.1 For the purpose of evaluating a teacher's performance as it  
1525 reasonably relates to *student progress pursuant to Section*

1526 15.4.1.1, “meets standards” shall mean that the teacher in  
1527 the aggregate has moved the students the equivalent of one  
1528 year of progress from the starting point at the beginning of  
1529 the school year.

1530 15.9.1.2 For the purpose of assessing *the teacher’s development*  
1531 *according to the California Standards for the Teaching*  
1532 *Profession (CSTP) pursuant to Section 15.4.1.2 - 15.4.1.5,*  
1533 “meets standards” shall mean that the unit member is  
1534 designated as meeting standards overall in each criterion.  
1535 To be deemed to “meet standards” in any criterion, unit  
1536 members should be at least “applying” in each of the  
1537 elements listed in Sections 15.4.1.2 – 15.4.1.6. However,  
1538 the evaluator has the discretion to conclude that a unit  
1539 member meets standards overall in any single criterion, if  
1540 the unit member is ranked below “applying” in one or two  
1541 elements in any criterion and the evaluator determines that  
1542 the unit member has made significant progress toward that  
1543 element.

1544 15.9.2 **Does Not Meet Standards:** This means the teacher has not met  
1545 the minimum standards as defined above.

1546  
1547 **15.10 Required Comments And Supporting Data**

1548 15.10.1 Any designation of “below standards” must be accompanied by a  
1549 written comment that memorializes an event or fact that either the  
1550 evaluator observed or that is supported by data that is referenced.

1551  
1552 15.10.2 The student’s progress in achieving the District’s grade level content  
1553 standards shall be determined by multiple measures. These shall  
1554 include the individual teacher’s written report card assessment, any  
1555 testing device that measures the progress on District and state content  
1556 standards, and in those instances where applicable, the state criterion  
1557 referenced exam. Norm referenced tests may not be used to evaluate  
1558 unit members.

1559  
1560 **15.11 General Evaluation Guidelines**

1561 15.11.1 The evaluator and evaluatee shall sign all forms. Such signature does  
1562 not constitute agreement with the judgments of the evaluator, but only  
1563 that the evaluatee has read the evaluation document and received a  
1564 copy.

1565  
1566 15.11.2 Forms used at all stages of the Evaluation process must be mutually  
1567 agreed upon by the District and the Association and are contained in  
1568 Appendix F. If there is a conflict between Article 15 and Appendix F,  
1569 then Article 15 takes precedence. 1

- 1570 5.11.3 Evaluatees shall have the right to attach written comments to any  
1571 evaluation documents.
- 1572 15.11.4 An evaluator shall not base his/her evaluation of a unit member on  
1573 information that the evaluator has not verified, substantiated, or  
1574 corroborated.
- 1575 15.11.5 The evaluator shall not include elements in the evaluation that  
1576 constitute harassment or discrimination prohibited by law or District  
1577 policy.
- 1578 15.12 **Evaluation Of Certificated Staff Assigned Or Reassigned After The**  
1579 **Beginning Of The School Year**
- 1580 Whenever a certificated staff member is assigned to a position after October 15  
1581 and before March 1, or is reassigned during that period, it will be the  
1582 responsibility of the evaluator and the evaluatee to conduct a Planning Conference  
1583 and complete a Planning Conference Report form. It is suggested that the  
1584 constraints be noted regarding the remaining portion of the school year, the  
1585 unique characteristics of the assignment, and other factors that affect the  
1586 evaluation. The Evaluator will consider these constraints and all other conditions  
1587 when writing the Observations and Evaluation reports.
- 1588 15.13 **Problem Solving Procedures**
- 1589 15.13.1 If the evaluator and unit member have an unresolved disagreement over  
1590 the evaluation/observation procedures, the unit member may elect to implement  
1591 the following Problem Solving Procedure:
- 1592 15.13.1.1 Within five (5) days of the request, the evaluator, the unit  
1593 member, and a person of each party's choice shall meet to  
1594 discuss the problem.
- 1595 15.13.1.2 If the disagreement cannot be resolved, written summary  
1596 reports will be submitted to the Superintendent by the  
1597 evaluator and the unit member within five (5) days.
- 1598 15.13.1.3 The District's established grievance procedures may be  
1599 utilized for processing disputes that may arise over the evaluation  
1600 procedure, but shall not be used to challenge the professional  
1601 judgments of the evaluator.
- 1602 15.14 **Assistance Plan and Participation in the Peer Assistance Program**
- 1603 15.14.1 An Assistance Plan is required for any unit member who receives a  
1604 "Does Not Meet Standards" on an evaluation. The evaluator shall  
1605 confer with the unit member and make specific recommendations as  
1606 to areas of improvement in the unit member's performance and  
1607 endeavor to assist the unit member in such performance. By



- 1608 September 15 of the school year after Does Not Meet Standards  
1609 evaluation rating is given, these recommendations must be reduced to  
1610 writing, and together with a timeline will constitute the Assistance  
1611 Plan. Any unit member on an Assistance Plan must annually  
1612 participate in the evaluation process until the unit member receives a  
1613 positive evaluation. The Assistance Plan shall include at least the  
1614 following:
- 1615 15.14.1.1 Description of the duties performed in an unsatisfactory  
1616 manner below District standards;
- 1617 15.14.1.2 Description of measurable improvement required to meet  
1618 District standards;
- 1619 15.14.1.3 Description of assistance the District will provide to help  
1620 the unit member meet the District's standards; and
- 1621 15.14.1.4 Description of the timeline within which the unit member is  
1622 expected to demonstrate improvement.
- 1623 15.14.2 A unit member with permanent status whose most recent final  
1624 performance evaluation contains an overall "Does Not Meet  
1625 Standards" including this rating in the areas of subject matter  
1626 knowledge, teaching strategies, or teaching methods and instruction,  
1627 must participate in the Peer Assistance Program, attached as Appendix  
1628 I, until the unit member receives a positive evaluation or the District  
1629 determines that further participation is no longer warranted.
- 1630 **15.15 Unit Member Files**
- 1631 15.15.1 Copies of a unit member's Summary Certificated Personnel Evaluation  
1632 Report shall be filed only in the District Personnel Office and the  
1633 evaluator's office. These files are open for inspection by the unit  
1634 member and/or a designated representative having the unit member's  
1635 written authorization.
- 1636 15.15.2 Information of a derogatory nature shall not be entered or filed unless  
1637 or until the unit member is given notice and an opportunity to review,  
1638 to comment, and sign an acknowledging receipt.
- 1639 15.15.3 A unit member shall have the right to attach written comments to any  
1640 derogatory statement. A unit member may review the file during  
1641 normal Personnel Office hours.
- 1642 15.15.4 If such derogatory information is placed in the unit member's  
1643 personnel file in the District Personnel Office, the unit member shall  
1644 have the opportunity to review and respond to the information within a  
1645 reasonable amount of time during normal Personnel Office hours.

1646 15.15.5 Employee's files are confidential. Governing Board members may  
1647 only review an employee's file at a duly constituted personnel session  
1648 of the Governing Board.

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## **ARTICLE 16: LEAVE PROVISIONS**

### **16.1 Sick Leave**

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

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

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

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

16.1.4.1 Basic Work Year 10 days of sick leave

16.1.4.2 188-215 Work Days 11 days of sick leave

16.1.4.3 Over 215 Work Days 12 days of sick leave

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

### **16.2 Extended Illness Leave**

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

16.2.1.1 Use balance of current year's sick leave.

16.2.1.2 Use other accumulated sick leave.

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

1704           16.2.2     The District may require a unit member to provide a medical  
1705                     certification from a physician verifying the illness or disability, which  
1706                     resulted in the absence. Failure by the unit member to provide such  
1707                     written medical certification shall result in loss of the 50% per diem  
1708                     pay. The District shall continue to make all contributions toward the  
1709                     unit member's health and welfare program that are required by Article  
1710                     10 during this period of disability.

1711           16.2.3     The sick leave, including accumulated sick leave, and the five-month  
1712                     period shall run consecutively. A unit member shall not be provided  
1713                     more than one five-month period per illness or accident. But if a  
1714                     school year terminates before the five-month period is exhausted, the  
1715                     unit member may take the balance of the five-month period in the  
1716                     subsequent school year.

1717   16.3    **Notification of Sick Leave/Physician's Certification**

1718           16.3.1     By the fifth consecutive work day of absence due to illness/disability,  
1719                     the unit member may be required to provide to the Personnel Officer, a  
1720                     written statement from a physician certifying that the physician has  
1721                     determined the nature of the illness/disability, and that it renders the  
1722                     unit member unable to work. The physician's statement shall be  
1723                     specific as to the expected duration of the unit member's absence due  
1724                     to the illness/disability. At reasonable intervals thereafter, the District  
1725                     may require from the unit member additional written statements by a  
1726                     physician certifying to the continuing disability.

1727           16.3.2     In the event of a scheduled disability (surgery, childbirth, etc.), the unit  
1728                     member shall notify the Personnel Officer in writing of the anticipated  
1729                     absence. Such notification shall include the anticipated beginning date  
1730                     of leave, and the anticipated date of return to duty. Whenever  
1731                     possible, such notification shall be provided at least twenty (20)  
1732                     working days prior to the scheduled disability.

1733   16.4    **Leave to Care for a Child, Parent, or Spouse**

1734           16.4.1     In any school year, unit members may use up to six (6) days of sick  
1735                     leave to attend to an illness of the unit member's child, parent, spouse,  
1736                     or domestic partner. For the purpose of this section, "domestic  
1737                     partner" shall be defined according to Article 10, Section 10.2. By the  
1738                     fifth (5<sup>th</sup>) consecutive work day of absence and upon the District's  
1739                     request, the unit member may be required to submit a physician's  
1740                     statement or other acceptable documentation to verify the illness.

1741           16.4.2     As used in this section, "child" means a biological, foster, or adopted  
1742                     child, a stepchild, a legal ward, or a child of a person standing in loco  
1743                     parentis. As used in this section, 'parent' means a biological, foster, or  
1744                     adoptive parent, a step-parent, or a legal guardian.

- 1745 16.4.3 This section does not extend to the maximum period of leave to which  
1746 a unit member is entitled under the Family and Medical Leave Act of  
1747 1993 (29 U.S.C Section 2606, et seq.), the California Family Rights  
1748 Act (Government Code Section 12945.2), and District policies  
1749 implementing these Acts regardless of whether the unit member  
1750 receives sick leave compensation during that absence.
- 1751 16.4.4 Unit members may also use accrued and available sick leave to care  
1752 for family members pursuant to the Family and Medical Leave Act and  
1753 the California Family Rights Act as specified in Appendix G.
- 1754 16.5 **Sick Leave for Personal Necessity**
- 1755 16.5.1 Certificated unit members may use up to seven (7) days of sick leave  
1756 per year reasons of personal necessity. Personal necessity days may  
1757 not be carried over from one year to the next.
- 1758 16.5.2 Business of an emergency or urgent nature constitutes personal  
1759 necessity.
- 1760 16.5.3 Absences from duty related to unit member organizational concerns or  
1761 work stoppage shall not be charged to personal necessity or sick leave.
- 1762 16.5.4 It shall continue to be the responsibility of the unit member to provide  
1763 a substitute through notification by way of a substitute employee  
1764 management system.
- 1765 16.6 **Death of Member of Immediate Family**
- 1766 16.6.1 Each unit member is entitled to a leave of absence, not to exceed five  
1767 (5) days on account of the death of any member of his/her immediate  
1768 family. Immediate family, as used in this policy, means the mother,  
1769 father, grandmother, grandfather, or a grandchild of the unit member  
1770 or of the spouse of the unit member, and the spouse, son, son-in-law,  
1771 daughter, daughter-in-law, brother or sister of the unit member,  
1772 domestic partner, or any relative living in the immediate household of  
1773 the unit member. Such days need not be taken in consecutive order.
- 1774 16.6.2 Immediate family means: (a) the mother, father, grandmother,  
1775 grandfather, or a grandchild of the unit member or of the spouse or  
1776 domestic partner of the unit members; (b) the spouse, domestic  
1777 partner, son, son-in-law, daughter, daughter-in-law, brother or sister of  
1778 the unit member; or (c) any relative living in the immediate household  
1779 of the unit member.
- 1780 16.6.3 Any absence for a death within the immediate family of a unit member  
1781 shall be charged against this policy. Additional bereavement leave  
1782 may be allowed under Article 16.6.

1783 16.7 **Legal Commitments and Transactions**

1784 Leaves of absence to serve on a jury or to appear as a witness in court other than  
1785 as a litigant shall be granted with no loss in pay provided the unit member  
1786 endorses the fee received, exclusive of mileage allowance, to the District.

1787 16.8 **Sabbatical Leave**

1788 Upon recommendation of the Superintendent, the Board of Trustees may grant  
1789 Sabbatical Leave to certificated personnel for purposes of professional study,  
1790 travel, or a combination of study and travel. The granting of leave is subject to  
1791 the following conditions:

1792 16.8.1 The Sabbatical leave applicant must have served at least seven (7)  
1793 consecutive years as a full-time certificated unit member of the District  
1794 and not have reached his/her 61st birthday.

1795 16.8.2 Sabbatical leaves, when granted, shall be for the purposes of full-time  
1796 graduate study or research, or extensive travel. Such study, research,  
1797 or travel must be related to the unit member's work assignment and  
1798 improve the teaching skills and/or knowledge of the unit member.

1799 16.8.3 Application for Sabbatical leave must be made to the Board of  
1800 Trustees through the Superintendent and the Personnel Department on  
1801 the District Sabbatical leave application form. Application must be  
1802 made prior to December 31 of the school year preceding the one for  
1803 which the leave is requested.

1804 16.8.4 The number of persons allowed sabbatical leave during any given  
1805 school year shall not exceed one per 100 certificated unit members.

1806 16.8.5 All requests for Sabbatical leave shall be reviewed by a Sabbatical  
1807 Leave Committee. This committee shall be composed of:

1808 16.8.5.1 Personnel Officer (Chairperson);

1809 16.8.5.2 Two building level administrators appointed by the  
1810 Superintendent;

1811 16.8.5.3 Four non-administrative certificated unit members elected  
1812 by the teaching staff;

1813 16.8.6 Eligible certificated unit members will indicate their interest in serving  
1814 on the Sabbatical Leave Committee by filing their names with the  
1815 Association. The Association will then conduct a District-wide secret  
1816 ballot. The four (4) candidates with the most votes shall serve on the  
1817 Sabbatical Leave Committee. Their term shall be for three (3) years  
1818 with the balloting taking place by June 1.

- 1819            16.8.7        The committee shall evaluate applicants and recommend either  
1820                    “Consideration warranted” or “not recommended for this year.” The  
1821                    evaluation shall be completed by February 1.
- 1822            16.8.8        The period of the Sabbatical leave shall be for one-half school year or  
1823                    one school year. Compensation shall be one-half the salary the unit  
1824                    member would have received had he/she remained in the service of the  
1825                    District for their period of the leave.
- 1826            16.8.9        Unit members applying for Sabbatical leave will sign an agreement to  
1827                    return to service in the District for not less than two years upon  
1828                    completion of the leave, or to restore to the District all salary payment  
1829                    received while on leave.
- 1830            16.8.10       Sabbatical leave shall be counted as a year of experience on the salary  
1831                    schedule, and the unit member shall be entitled to return to the same  
1832                    type of position as held when the leave was granted.
- 1833            16.8.11       Should injury or illness prevent a unit member from completing a  
1834                    Sabbatical leave, the Sabbatical leave will be terminated and all  
1835                    provisions for sick leave will apply. If death prevents the unit member  
1836                    from fulfilling his agreement to return to service in the District, no  
1837                    repayment of salary will be required of his/her estate.
- 1838            16.8.12       Each unit member who has been on Sabbatical leave shall file with the  
1839                    Sabbatical Leave Committee a detailed written report not later than  
1840                    sixty (60) days after return to active duty. The unit member should not  
1841                    be considered as having completed the requirements of a Sabbatical  
1842                    leave until such report has been filed with the Sabbatical Leave  
1843                    Committee.
- 1844        16.9        **Educational Improvement Leave**
- 1845                    Upon recommendation of the Superintendent, the Board of Trustees may grant a  
1846                    leave for educational improvement to unit members for purposes of study subject  
1847                    to the following conditions:
- 1848            16.9.1        The unit member must have served three consecutive years as a full-  
1849                    time unit member of the District. Requests for the waiver of the three  
1850                    years requirement will be considered by the Superintendent only under  
1851                    the most exceptional circumstances.
- 1852            16.9.2        The application for an educational improvement leave must indicate a  
1853                    significant educational program to be undertaken or define a very  
1854                    unique or significant education opportunity.

- 1855 16.9.3 Application for educational improvement leave shall be made to the  
1856 Board of Trustees through the Personnel Department and the  
1857 Superintendent on the District application form. Application must be  
1858 submitted to the Personnel Department prior to March 31 of the school  
1859 year preceding the one for which the leave is requested.
- 1860 16.9.4 The number of persons allowed educational improvement leave during  
1861 any given school year shall not exceed two per one hundred  
1862 certificated unit members.
- 1863 16.9.5 The period of educational improvement leave shall be one school year  
1864 and there shall be no compensation. An extension of the leave for a  
1865 second year will be approved only under the most unique  
1866 circumstances.
- 1867 16.9.6 Unit members on an educational improvement leave shall be eligible  
1868 for participation in the basic health and welfare program, which is  
1869 available to all full-time unit members. Unit members who indicate a  
1870 desire to be covered by the health and welfare programs will sign an  
1871 agreement to return to the District for not less than one year upon  
1872 completion of the leave or to restore to the District all health and  
1873 welfare benefit money received while on leave.
- 1874 16.9.7 A unit member returning from educational improvement leave shall  
1875 file, with the Superintendent, a detailed report giving evidence that the  
1876 program of study has been carried out.
- 1877 16.9.8 The Personnel Department shall attempt to assign certificated unit  
1878 members returning from educational improvement leave to a position  
1879 similar to the one held prior to the leave.
- 1880 16.9.9 Under the conditions of this leave, the unit member must sign an  
1881 agreement that the Personnel Department will be notified in writing no  
1882 later than April 1 of their intention to return. The unit member's  
1883 failure to notify the Personnel Department of their intent to return as  
1884 required by this Section shall constitute the unit member's resignation.
- 1885 16.10 **Military**
- 1886 16.10.1 Every certificated unit member who enters the military of the United  
1887 States of American is entitled to a military leave to the extent required  
1888 by law. Such absence does not affect classification and does not  
1889 constitute a "break in service." However, this absence does not count  
1890 as part of the probationary period required as a condition precedent to  
1891 classification as a permanent unit member.
- 1892 16.10.2 To the extent required by law, within six (6) months after a unit  
1893 member honorably leaves the service, he/she is entitled to his/her  
1894 former position at a salary he/she would have received had he/she not



1895 been on military leave. Certificated unit members ordered into  
1896 military service are entitled to one month pay from the School District  
1897 if one year of service has been rendered in the District. Members of  
1898 the National Guard are entitled to leave without regard to the length of  
1899 their public service (Education Code 44800).

1900 16.11 **Child Rearing**

1901 In addition to any leave required by the Federal Family and Medical Leave Act  
1902 (FMLA) or the California Family Rights Act (CFRA), the Board of Trustees may  
1903 grant child rearing leave to certificated personnel. The granting of such additional  
1904 leave is subject to the following conditions:

1905 16.11.1 A leave for the purpose of child rearing beyond any leave required by  
1906 the FMLA or CFRA may be granted when unusual circumstances  
1907 exist.

1908 16.11.2 Application for a child rearing leave must be made to the Board of  
1909 Trustees through the Personnel Department.

1910 16.11.3 A child rearing leave may be granted for the duration of a school year.  
1911 If the leave is to commence after March 1 of the current school year,  
1912 the Superintendent may grant an extension through the subsequent  
1913 school year upon request by the applicant.

1914 16.11.4 Except under unusual circumstances, a certificated unit member may  
1915 be granted only one child rearing leave during his/her employment  
1916 with Berryessa Union School District.

1917 16.11.5 The Personnel Department shall attempt to assign certificated unit  
1918 members returning from a child rearing leave to a position similar to  
1919 the one held prior to leave.

1920 16.11.6 The unit member shall receive no salary or fringe benefits while on  
1921 leave, other than those benefits he/she chooses to continue at personal  
1922 expense.

1923 16.12 **Catastrophic Illness Benefit**

1924 On a case-by-case basis and with mutual agreement of the Association and the  
1925 District,, any bargaining unit member may donate accumulated and unused  
1926 eligible leave credits to another bargaining unit member when that bargaining unit  
1927 member or a member of his/her family suffers from a catastrophic illness or  
1928 injury.

1929 16.12.1 **Definitions**

1930	16.12.1.1	Catastrophic illness or injury means an illness or injury that
1931		is expected to incapacitate a member of the bargaining unit
1932		for an extended period of time, or that incapacitates a unit
1933		member's family, and that incapacity requires the
1934		bargaining unit member to take time off from work for an
1935		extended period of time to care for that family member, and
1936		taking extended time off from work creates a financial
1937		hardship for the bargaining unit member because all of
1938		his/her sick leave and other paid time off has been
1939		exhausted.

1940	16.12.1.2	Eligible leave credits means sick leave accrued to the
1941		donating bargaining unit member.

16.12.1.3 Family members shall be as defined in this Article for  
bereavement

1944 16.12.2 **Eligibility**

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

1948	16.12.2.1.1	The bargaining unit member who is, or
1949		whose family member is suffering from a
1950		catastrophic illness or injury requires that
1951		eligible leave credits be donated and
1952		provides verification of catastrophic injury
1953		or illness as required by the District.

1954	16.12.2.1.2	The District determines that the bargaining
1955		unit member is unable to work due to the
1956		bargaining unit member's, or his or her
1957		family member's, catastrophic illness or
1958		injury.

1959	16.12.2.1.3	The unit member requesting donations of
1960		sick leave has exhausted all accrued paid
1961		leave credits, including differential leave.

1962 16.12.3 **Procedure**

1963	16.12.3.1	A unit member who wishes to receive the catastrophic
1964		illness benefit must request in writing to the Association
1965		and District that sick leave donations be solicited on his or
1966		her behalf. The request must be accompanied by a
1967		verification of the catastrophic injury or illness.

1968	16.12.3.2	Donations will be solicited by a joint announcement of the
1969		Association and District on behalf of a specifically named
1970		individual who meets the requirements for this benefit.
1971	16.12.3.3	Sick leave may be donated in one hour increments.
1972	16.12.3.4	The maximum amount of time that donated leave credits
1973		may be used by the recipient bargaining unit member shall
1974		not exceed twelve (12) consecutive months.
1975	16.12.3.5	All transfers of eligible leave credits shall be irrevocable.
1976		However, if the leave is not used within twelve (12) months
1977		of donation, it will revert to the donor.
1978	16.12.3.6	A bargaining unit member who received paid leave
1979		pursuant to this section shall use any leave credits that
1980		he/she continues to accrue on a monthly basis prior to
1981		receiving paid leave pursuant to this catastrophic illness
1982		benefit.
1983	16.12.3.7	Donated leave credits shall be used in the order donations
1984		are received. However, one day of leave will be used from
1985		each donor before a second day is utilized from any other
1986		donor. This sequential process will be repeated for all
1987		donation rounds thereafter.
1988	16.12.3.8	Donated eligible credits shall be utilized on a one to one
1989		ration (1:1). The recipient shall be paid at his/her rate of
1990		pay.
1991	16.12.3.9	The District may adopt rules and regulations for the
1992		administration of this benefit as long as the regulations do
1993		not conflict with the specific provisions of the collective
1994		bargaining agreement. Such rules and regulations will be
1995		submitted to the Association for review prior to
1996		implementation.
1997	16.13	<b><u>Leave of Absence for Unit Members Elected to the Legislature (Education</u></b>
1998		<b><u>Code 44801)</u></b>
1999	16.13.1	Every person employed by a school district as a permanent unit
2000		member in a position requiring certification qualifications who is
2001		elected to the Legislature shall be granted a leave of absence from
2002		his/her duties as a unit member of the District by the Governing Board
2003		of the District.

2004	16.13.2	During the term of such leave of absence, the unit member may be
2005		employed by the school district to perform such less than full-time
2006		service requiring certification qualifications, such as compensation and
2007		upon such terms and conditions, as mutually agreed upon.
2008	16.13.3	Such absence shall not affect in any way the classification of such unit
2009		member.
2010	16.13.4	Within six (6) months after the term of office such unit member
2011		expires, he/she shall be entitled to return to the position held by
2012		him/her at the time of his/her election, at the salary to which he/she
2013		should have been entitled had he/she not absented himself/herself from
2014		the service of the school district under this Section.
2015	16.13.5	As stated in Education Code Section 44801, a person employed to take
2016		the place of any such unit member shall not have any right to such
2017		position following the return of such unit member to the position.
2018	16.13.6	This Section shall apply to any permanent certificated school district
2019		unit member who held the office of Member of the Assembly or State
2020		Senator on or after January 4, 1965.
2021	16.14	<b><u>Other Leaves Without Pay</u></b>
2022	16.14.1	Leaves of absence for reasons not covered in other provisions of the
2023		Berryessa Union School District Contract, leave without
2024		compensation, increment, seniority or tenure credit, upon
2025		recommendation of the Superintendent or his/her designee, and
2026		approval by the Board of Trustees, may be granted for a period
2027		determined by the Superintendent or his/her designee. Prior approval
2028		is mandatory.
2029	16.14.2	A written decision of the rejection of a leave request shall be made
2030		upon request.
2031	16.14.3	The applications for such leave of absence shall be in writing. The
2032		unit member on leave shall notify the Personnel Department of his/her
2033		intent to return from leave by April 1 of the last year of the approved
2034		leave. The unit member's failure to notify in writing by April 1 as
2035		required by this section shall constitute the unit member's resignation.
2036	16.15	<b><u>Industrial Leave</u></b>
2037		Industrial accident or illness leave shall be provided as set forth in Education
2038		Code Section 44984.

2039 16.16 **Family and Medical Leave**

2040 16.16.1 Unit members are eligible for leave under the Federal Family and  
2041 Medical Leave Act (FMLA) and the California Family Rights Act  
2042 (CFRA). The Association in collaboration with District will mutually  
2043 prepare a manual covering the various rights and obligations, including  
2044 those areas where discretion may be exercised by the District and/or by  
2045 unit members. This manual is attached to this Agreement as Appendix  
2046 G and will be updated as needed to reflect changes in the applicable  
2047 law.

2048 16.16.2 The provisions of this Agreement and District policies will be applied  
2049 in conformance with the FMLA and the CFRA.

2050 16.17 **Pregnancy Disability Leave**

2051 16.7.1 Pursuant to Education Code Section 44965, a unit member may use  
2052 sick leave and/or extended sick leave granted under Section 16.1 for  
2053 disability due to pregnancy, miscarriage, childbirth, or related medical  
2054 conditions, and recover there from.

2055 16.7.2 The length of pregnancy disability leave, including the date on which  
2056 the leave shall begin and the date on which the unit member is no  
2057 longer disabled because of pregnancy and shall return to work, shall be  
2058 determined by the unit member and the unit member's physician. This  
2059 does not extend the period of paid sick leave and/or extended sick  
2060 leave beyond the amount granted by Section 16.1.

2061 16.18 **Family Care and Medical Leave to Care for a Covered Service Member With**  
2062 **a Service Injury or Illness**

2063 Subject to the provisions of this Agreement and state and federal law, including  
2064 the FMLA and CFRA, an eligible unit member is eligible to take FMLA leave to  
2065 care for a covered service member with a serious injury or illness if the unit  
2066 member is the spouse, domestic partner, son, daughter, parent, or next of kin of  
2067 the service member.

2068 16.18.1 Entitlement is limited to a total of 26 workweeks of leave during a  
2069 'single 12-month period' to care for a covered service member with a  
2070 serious injury or illness. The District shall determine the "single 12-  
2071 month period' in which the 26 weeks of leave entitlement described in  
2072 this paragraph occurs using the 12-month period measured forward  
2073 from the date a unit member's first FMLA leave to care for the  
2074 covered service member begins.

2075 16.18.2 During the "single 12-month period" described above, an eligible unit  
2076 member's FMLA leave entitlement is limited to a combined total of 26  
2077 workweeks of FMLA leave for any qualifying reason.

2078 **ARTICLE 17: RETIREMENT PROGRAMS**

2079 17.1 **Retiree Fringe Benefits**

2080 17.1.1 **Unit Members Hired On Or After July 1, 2015**

2081 For unit members hired on or after July 1, 2015, the District shall be  
2082 required to provide only the District Basic Contribution toward  
2083 medical premiums set forth in Article 10, Section 10.1.1. The District  
2084 Basic Contribution shall be required only to the extent required by law,  
2085 and only as long as long as the District participates in the PEMHCA  
2086 plan.

2087

2088 17.1.2 **Unit Members Continuously Employed Before July 1, 2015**

2089 For unit members continuously employed in the District before July 1,  
2090 2015, the District shall provide unit members retiring at the age of 55  
2091 or older, fringe benefits premium contributions according to the  
2092 following schedule:

2093 17.1.2.1 The District Basic Contribution required by Article 10,  
2094 Section 10.1.1 and Government Code Section 22892.

2095 17.1.2.2 In addition to the District Basic Contribution, for retired  
2096 unit members with at least 15 and up to 20 years of District  
2097 service, the District shall provide an amount for unit  
2098 member coverage only that, when added to the District  
2099 Basic Contribution required by Article 10, Section 10.1.1,  
2100 will not exceed the Kaiser single party rate.

2101 17.1.2.3 In addition to the District Basic Contribution for retired unit  
2102 members with at least 20 and up to 30 years of District  
2103 service, the District shall provide premiums for dental and  
2104 vision coverage and an amount for unit member only  
2105 medical coverage that, when added to the District Basic  
2106 Contribution required by Article 10, Section 10.1.1, will  
2107 not exceed the Kaiser single party rate.

2108 17.1.2.4 In addition to the District Basic Contribution, for retired  
2109 unit members with 30 years or more of District service, the  
2110 District shall provide premiums for dental and vision  
2111 coverage and an amount for the retiree and spouse or  
2112 domestic partner medical coverage that, when added to the  
2113 District Basic Contribution required by Article 10, Section  
2114 10.1.1, will not exceed the Kaiser two-party rate.

- 2115 17.1.3 The years of service described in Section 17.1.2 must be as a unit  
2116 member in the Berryessa Union School District.  
2117
- 2118 17.1.4 The payment of the premiums (if any) required under the above  
2119 provisions will continue until the retired unit member- is eligible for  
2120 Medicare or reaches the age 65, whichever event occurs first. When  
2121 the retired unit member is eligible for Medicare or reaches the age of  
2122 65 (whichever occurs first), the unit member-retiree shall be eligible  
2123 only for the District Basic Contribution as required by Section 10.1.1  
2124 and Government Code Section 22892, and only to the extent that such  
2125 contribution is required by law.  
2126
- 2127 17.1.5 To be eligible for retiree medical benefits under this Article, the unit  
2128 member must have been on paid status in the District or on approved  
2129 leave at the time of retirement and comply with all applicable rules and  
2130 requirements for eligibility and participation in retiree medical benefits  
2131 through CalPERS, including, but not limited to the requirement that the  
2132 unit member retires under CalPERS, and that the unit member must  
2133 have been enrolled in a CalPERS health plan as an active employee at  
2134 the time of retirement.  
2135
- 2136 17.1.6 In lieu of any fringe benefits for those qualifying under Section 17.1.2  
2137 above, a unit member with 20 or more years of Berryessa Union  
2138 School District service, may elect to receive a one-time payment  
2139 calculated on \$500 per each year of District service, up to a maximum  
2140 of \$15,000.
- 2141
- 2142 17.2 **Full Retirement Credit With Pre-Retirement Plans**
- 2143 17.2.1 The District shall allow unit members (55 years or older) to be  
2144 employed on a part-time basis but with full-time retirement credit,  
2145 provided all the qualifications set forth in Education Code Section  
2146 22713 or its successor are met.
- 2147 17.2.2 The District and the unit member shall agree to make appropriate  
2148 contributions to the State Teacher's Retirement System (STRS) equal  
2149 to the amount required as if serving as a full-time unit member.
- 2150 17.2.3 The minimum part-time employment shall be the equivalent of one-  
2151 half the number of days of a full-time position during the final year of  
2152 service in a full-time position. If the Governing Board agrees, the  
2153 reduced service may be full-time for at least one-half year, or may be  
2154 on a daily schedule.

- 2155 17.2.4 Because this program requires a shared teaching position, final  
2156 determination as to which unit members will participate as shared  
2157 staff, the assignment, location, and the form of the shared employment  
2158 rests within the Governing Board's sole discretion.
- 2159 17.3 **Post-Retirement Employment Program, Effective July 1, 2000**
- 2160 17.3.1 The District may employ in a full-time teaching position a teacher,  
2161 who retired from the District under the State Teachers Retirement  
2162 System ("STRS") and who meets either of the following:
- 2163 17.3.1.1 The teacher retired with an effective date on or before  
2164 January 1, 2000, and will provide direct classroom  
2165 instruction to students in kindergarten through eighth grade,  
2166 and/or will provide services to beginning teachers specified  
2167 in Education Code Section 24216.5(a)(2).
- 2168 17.3.1.2 The teacher retired with an effective date on or before July  
2169 1, 2000, and will provide direct remedial instruction to  
2170 students in grades 2 through 8 as defined in Education  
2171 Code Section 37252 and 37252.5.
- 2172 17.3.2 Retired teachers employed pursuant to this program shall be placed in  
2173 distinct classes of temporary teachers within the bargaining unit. A  
2174 teacher shall be classified as a "Retired Temporary Teacher" if hired  
2175 pursuant to Section 17.3.1.1, and as a "Retired Temporary Remedial  
2176 Teacher" if hired pursuant to Section 17.3.1.2. The service of a  
2177 Retired Temporary Teacher or a Retired Temporary Remedial Teacher  
2178 shall not be included in computing the service required as a  
2179 prerequisite to attainment of or eligibility for classification as a  
2180 permanent employee of a school district.
- 2181 17.3.3 Retired Temporary Teachers and Retired Temporary Remedial  
2182 Teachers shall be compensated according to the salary schedule set  
2183 forth in Appendix D1 and Appendix D2.
- 2184 17.3.4 Retired Temporary Teachers and Retired Temporary Remedial  
2185 Teachers shall not receive health and welfare benefits pursuant to  
2186 Article 10 of this Agreement, but instead shall continue to receive the  
2187 retiree benefit contribution specified in Section 17.1. The time period  
2188 for retiree benefit contributions for these teachers shall not be extended  
2189 beyond those specified in Appendix E.
- 2190 17.3.5 Retired Temporary Teachers and Retired Temporary Remedial  
2191 Teachers shall not be subject to the evaluation requirements of Article  
2192 15.



2193 17.4 **Post-Retirement Employment Programs, Effective July 1, 2001**

2194 17.4.1 The District may employ individuals who retired July 1, 2001, or  
2195 thereafter, subject to the provisions of Section 17.3.2 to 17.3.5. These  
2196 individuals would retire at highest year and:

2197 17.4.1.1 Teach a Saturday, after-school or Summer School class in  
2198 excess of the STRS earnings; or

2199 17.4.1.2 Teach “at risk” students to any amount in excess of the  
2200 STRS earnings limit; or

2201 17.4.1.3 Employed at other teaching assignments, substitute  
2202 teaching, or any other activity approved by the District,  
2203 within the STRS earnings limit.

2204 17.4.2 The following activities subject to STRS defined supplement benefits  
2205 are: *(This supplement can be taken at retirement as an additional*  
2206 *annuity, or as a lump sum payment for purposes of paying medical*  
2207 *benefits or any other individual use.)*

2208 17.4.2.1 All regular classroom teaching beyond 1.0 FTE;

2209 17.4.2.2 All stipends or bonuses;

2210 17.4.2.3 Summer School;

2211 17.4.2.4 Before and after-regular school teaching;

2212 17.4.2.5 Substituting during the school day;

2213 17.4.2.6 Curriculum writing; and

2214 17.4.2.7 PAR consulting teacher.

2215 17.4.3 The President of the Association and the Assistant Superintendent of  
2216 Personnel Services may add to this list any supplemental pay, provided  
2217 it is reduced to writing as an amendment to this Agreement.

2218 17.5 **Post-Retirement Employment Programs, July 1, 2002 To June 30, 2008**

2219 17.5.1 The District may employ individuals who retired after July 1, 2002,  
2220 but before June 30, 2008, in full or part-time certificated positions after  
2221 twelve months from the date of retirement. The individual retiree  
2222 would return to service in a credentialed position as agreed upon by  
2223 the District and be paid as:

2224 17.5.1.1 Part-time or full time at current pay rate, not subject to  
2225 either STRS deduction or salary limitation; or

2226 17.5.1.2 Part-time or full time earning medical benefits or Medicare  
2227 Part B on the basis of current salary (e.g., ½ year at \$38,000  
2228 will earn five (5) years of full medical benefits or twenty  
2229 (20) years of Medicare Part B payable by the District);  
2230 subject to the District establishing an eligible deferred  
2231 compensation plan. The part-time can be part of a year,  
2232 part of a shared contract, or a set number of periods, or  
2233 some defined functions requiring a credential.

2234 17.6 **Sections 17.3 – 17.5 Subject To Current Law**

2235 The provisions of Section 17.3 through 17.5 shall be operative only to the extent  
2236 permitted by law. Any provisions of these sections that are inconsistent with  
2237 current law shall be superseded by the provisions of law including, but not limited  
2238 to the Pension Reform Action of 2013, and CalSTRS statutes and regulations.  
2239 The parties agree to work together to revise these sections as needed to comply  
2240 with current law.

2241 17.7 **Substitute Service by Retired Unit Members**

2242 Berryessa Union School District retirees who provide services as a substitute will  
2243 receive compensation equal to 150% of the daily rate paid to substitutes.

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2255 **ARTICLE 18: SAFETY**

2256 18.1 **Healthful and Safe Conditions**

2257 18.1.1 Every effort shall be made to maintain healthful and safe conditions in  
2258 all classrooms. Teachers shall not be required to work under unsafe  
2259 conditions or to perform tasks which endanger their health, safety, or  
2260 well-being.

2261 18.1.2 It shall be the responsibility of unit members to report unsafe,  
2262 hazardous or unsanitary conditions as soon as possible to the building  
2263 supervisor who shall report the condition to the administrator as soon  
2264 as possible.

2265 18.1.3 The District emergency plan will go into effect immediately when  
2266 unsafe, hazardous, or unsanitary conditions exist. Unsafe, hazardous,  
2267 or unsanitary conditions shall be corrected as soon as possible.

2268 18.1.4 In the event a hazardous, unsafe, or unsanitary condition exists within  
2269 a school, making it necessary to dismiss students, teachers will not be  
2270 required to remain in the building, but may be reassigned to other  
2271 instructional activities.

2272 18.1.5 A District-wide Safety Committee will be established. The California  
2273 Teachers Association of Berryessa may appoint representatives from  
2274 its bargaining unit as part of the committee. The committee shall be  
2275 made up of equal members of management and certificated personnel.

2276 18.1.6 Unit members shall be informed on the first day of each work year by  
2277 the District, concerning student, parent, and teacher rights with regard  
2278 to student behavior.

2279 18.2 **Assault and Battery**

2280 18.2.1 Unit members shall immediately report cases of assault and battery  
2281 suffered by them in connection with their employment to their site  
2282 administrator or immediate supervisor. The victim and the supervisor  
2283 shall immediately report the incident to the police and submit a written  
2284 report to the Superintendent. To the extent permitted by law, the  
2285 Superintendent or designee shall provide the victim with information  
2286 relating to the incident.

2287 18.2.2 The employer shall reimburse unit members up to \$150 for the repair  
2288 or replacement cost of personal property lost or damaged due to assault  
2289 and battery. Personal property is limited to items exceeding \$10 in  
2290 value and necessary for the discharge of unit member's duties. Said  
2291 reimbursement shall be processed as long as the unit members'  
2292 insurance does not cover the lost or damaged item. Verification of  
2293 actual value at the time of loss of such items shall be provided by the  
2294 unit member within five (5) working days.

2295 18.3 **Personal Property Protection and Liability Coverage**

2296 The District will discourage all unit members from using their personal vehicle  
2297 for the purpose of transporting students. All unit members shall be informed on  
2298 the first day of each school year that written permission must be obtained from the  
2299 District prior to transporting students in their personal vehicles.

2300 **ARTICLE 19: SHARED CONTRACT**

2301 19.1 **Shared Contract Application and Renewal**

2302 A shared contract is full-time service provided by two or more certificated,  
2303 tenured unit members sharing one full-time assignment and assuming full-time  
2304 responsibility for their students' program and progress. Only tenured unit  
2305 members may initiate and enter into shared contracts for a period of one school  
2306 year. Tenured unit members shall submit a written proposal to the site  
2307 administrator on or before March 1 for a shared contract for the following school  
2308 year. After consulting with the Assistant Superintendent, the site administrator  
2309 may propose changes to the written proposal or may agree with the initial  
2310 proposal. If the tenured unit members agree with the proposed changes, the  
2311 proposal shall be implemented during the following school year upon approval of  
2312 the Assistant Superintendent of Personnel Services. Unit members working an  
2313 approved shared contract shall request renewal of the shared contract by March 1  
2314 of each subsequent year. The Assistant Superintendent shall notify the unit  
2315 members of the approval or rejection of the renewal request by March 15. If the  
2316 Assistant Superintendent rejects a shared contract proposal or renewal, he/she will  
2317 provide reasons for the rejection upon request.

2318 19.2 **Proration of Salary and Benefits**

2319 Unit members on a shared contract shall be placed on the regular salary schedule,  
2320 paid proportionately for contracted service and receive a proration of fringe  
2321 benefits and sick leave. The District and the unit member shall make  
2322 contributions to STRS as required by law.

2323 19.3 **Return to Full-Time**

2324 Unit members on shared contracts who previously held a full-time position in the  
2325 District shall have the right to return to a full-time position provided the unit  
2326 members have notified the District in writing by April 1 of their intention to  
2327 return to a full-time assignment in the subsequent school year. Unit members  
2328 shall be returned to full-time status in the following school year provided there are  
2329 vacant positions in the District for which the unit members are qualified to fill  
2330 through specific training or experience.

2331 19.4 **Mutual Agreement Required**

2332 Teaching assignments may be shared by any arrangement mutually agreed to in  
2333 writing by the tenured unit members and the District.

2334 19.5 **Step and Column Movement**

2335 Unit members sharing contracts shall receive salary step movement at the start of  
2336 the school year, following the accumulation of one year of full-time service.  
2337 Class movement shall be pursuant to existing District policy.

2338 19.6 **Plan for Shared Responsibilities**

2339 Responsibilities (including, but not limited to parent conferences, open house and  
2340 back-to-school nights, faculty/staff meetings, adjunct duties) shall be allocated  
2341 according to a plan designed by the teaching partners and recommended by the  
2342 site administrator and submitted to the Assistant Superintendent or designee for  
2343 approval. This plan shall be submitted along with the initial application for the  
2344 shared contract and any renewal requests.

2345 19.7 **Evaluation Procedures**

2346 In case of a split year contract, evaluation timelines may be altered as part of the  
2347 shared contract proposal approved by the District.

2348 **ARTICLE 20: NOTICE OF LAYOFF**

2349 In the event permanent and probationary unit members are laid off under the provisions  
2350 of Education Code Section 44955 and/or 44955.5 in accordance with Section 44949, the  
2351 dates prescribed in each of said sections will be followed.

2352 **ARTICLE 21: COLLABORATIVE ORGANIZATIONAL**  
2353 **PROCESSES**

2354 21.1 The District and the Association, on behalf of its unit members, are committed to  
2355 developing and implementing a shared decision making process which allows for  
2356 the following:

2357 21.1.1 A model of site decision making initiated at each school;

2358 21.1.2 Broad based input from staff, community, and when appropriate,  
2359 students; and

2360 21.1.3 Incorporation of District-wide needs and perspective in support of the  
2361 programmatic and instructional needs of students.

2362 21.2 To this end, the District and Association will collaborate to develop a District-  
2363 wide process, which incorporates the elements cited above.



2364 **ARTICLE 22: CONCERTED ACTIVITIES**

2365 22.1 **Strikes, Work Stoppage, Slow-downs**

2366 It is agreed and understood that there will be no strike, work stoppage, slow-  
2367 down, or refusal or failure to fully and faithfully perform job functions and  
2368 responsibilities by the Association or by its officers, agents, or members during  
2369 the term of this Agreement, including compliance with the request of other labor  
2370 organizations to engage in such activity

2371 22.2 **Association's Commitment to District**

2372 The Association recognizes the duty and obligation of its representatives to  
2373 comply with the provisions of this Agreement and to make every effort toward  
2374 inducing all unit members to do so. In the event of a strike, work stoppage, or  
2375 slow-down, by unit members who are represented by the Association, the  
2376 Association agrees in good faith to take all necessary steps in an attempt to cause  
2377 those unit members to cease such action.

2378 **ARTICLE 23: EFFECT OF AGREEMENT**

2379 It is understood and agreed that the specific provisions contained in the Agreement shall  
2380 prevail over District practices and procedures and over State laws to the extent permitted  
2381 by State law, and that in the absence of specific provisions in this Agreement, such  
2382 practices and procedures are discretionary with the District.

2383 **ARTICLE 24: COMPLETION OF MEET AND**  
2384 **NEGOTIATION**

2385 During the term of this Agreement, the Association agrees that the District shall not be  
2386 obligated to meet and negotiate with respect to any subject or matter whether or not  
2387 referred to or covered in this Agreement, even though each subject or matter may not  
2388 have been within the knowledge or contemplation of either or both the District or the  
2389 Association at the time they met and negotiated on or executed this Agreement, and even  
2390 though such subject or matters were proposed and later withdrawn. However, nothing in  
2391 this Agreement shall prevent the parties from mutually agreeing to negotiate on any topic.

2392 **ARTICLE 25: SAVINGS PROVISIONS**

2393 If any provisions of this Agreement are held to be contrary to law by a court of competent  
2394 jurisdiction, such provisions will not be deemed valid and subsisting except to the extent  
2395 permitted by law, but all other provisions will continue in full force and effect.

2396 **ARTICLE 26: LENGTH OF CONTRACT**

2397 26.1 This Agreement shall remain in full force and effect from July 1, 2014 up to and  
2398 including June 30, 2017, and shall remain in effect until one of the parties notifies  
2399 the other in writing of a request to modify, amend or terminate this Agreement.

2400 26.2 In addition, notwithstanding the provisions of Article 24, either party may reopen  
2401 negotiations as follows:

2402 26.2.1 For 2014-2015:

2403 26.2.1.1 The parties agree to meet beginning in January 2015 to  
2404 develop a collaborative process as described in Article 21,  
2405 Section 21.2, with the goal of completing this development  
2406 by the end of the 2014-2015 school year.

2407 26.2.1.2 Regarding any mandatory subjects of bargaining in the  
2408 District's proposed revisions to the Family and Medical  
2409 Care Leave and Pregnancy Disability Leave Guidelines to  
2410 be attached to the Negotiated Agreement as Appendix G.

2411 26.2.1.3 To revise Article 17, Sections 17.3 through 17.5 to comply  
2412 with the requirements of law, including but not limited to  
2413 the Pension Reform Act of 2013, and related CalSTRS  
2414 statutes and regulations.

2415 26.2.1.4 To finalize evaluation forms attached as Appendix F and  
2416 make related clarifications to Article 15.

2417 26.2.2 For 2015-2016:

2418 Compensation (Article 9), Fringe Benefits (Article 10), and any two  
2419 additional articles of each party's choice.

2420 26.2.3 For 2016-2017:

2421 Compensation (Article 9). Fringe Benefits (Article 10), and any two  
2422 additional articles of each party's choice.

2423 26.2.4 On the impact that any new legislation may have upon mandatory  
2424 subjects of bargaining.

2425 26.3 Proposals to modify, amend, or terminate this Agreement shall be presented in  
2426 writing at a public meeting of the Board of Trustees as required by Government  
2427 Code Section 3547.

2428 **ARTICLE 27: EXECUTION OF AGREEMENT**

2429 This Agreement is a result of good faith meetings and negotiations between CTAB and  
2430 the Berryessa Union School District and was executed by both parties on December 8,  
2431 2014, and approved by the Berryessa Union School District Board of Trustees on January  
2432 20, 2015.

2433 **MEMBERS OF THE COLLABORATIVE BARGAINING TEAM:**

2434 **CTAB**

**DISTRICT**

2435 Kris Clarke, CTA Executive Director      Phuong Le, Asst. Superintendent Business

2436 Joe Hermann, Teacher, Brooktree      Parisa Nunez, Principal, Ruskin

2437 Melanie Ontiveros, Teacher, Sierramont      Maila Nguyen, Administrative Asst,  
2438 Human Resources

2439 David Singh, Teacher, Sierramont      Douglas Staine, Asst. Superintendent of  
2440 Human Resources

2441 Amy Swain, Teacher, Morrill      AJ Winckler, Principal, Morrill

2442 Janet Sommer, Attorney  
2443 Burke, Williams & Sorenson, L.L.P.  
2444

2445

2446 **Signature for CTAB**

**Signature for the District**

2447 \_\_\_\_\_

\_\_\_\_\_

2448 Melanie Ontiveros  
2449 CTAB Bargaining Chair

Douglas Staine  
Asst. Superintendent of Human Resources

2450 Date: \_\_\_\_\_

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

## **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.



## **Employment Opportunity: Affirmative Action in Employment & Contracting; Harassment Prohibited**

**BOARD POLICY 4013 / 5133**

## PERSONNEL: GENERAL

## Sexual Harassment

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

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

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

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

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

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

**ADMINISTRATIVE REGULATION 4013 / 5133**

**PERSONNEL: GENERAL**

**Sexual Harassment**

**I. Sexual Harassment Defined**

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

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

## II. Supervisors' and Managers' Responsibility

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

## III. Confidentiality

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

## IV. Reporting Procedures

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

### A. Student Reports

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

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

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

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

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

B. Employee Reports

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

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

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

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

C. Designation of "District Compliance Officer"

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

V. Investigation

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

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

#### VI. District Action

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

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

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

#### VII. Reprisals and Retaliation Forbidden

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

#### VIII. Right to Alternative Complaint Procedures

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

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

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

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

IX. Sexual Harassment as Child Abuse

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

X. Policy Distribution

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

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

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

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

Adopted:        May 20, 1997

## **State/Local Fair Employment Practice 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 D: 2014-2015 CERTIFICATED SALARY SCHEDULE

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

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

Step/Range	C	D	E	F	G	
	BA+30	MA	BA+45	MA	BA+60	MA
1	51,000	52,725	51,000	52,725	51,000	52,725
2	51,000	52,725	51,000	52,725	51,000	52,725
3	51,000	52,725	51,000	52,725	51,000	52,725
4	52,681	54,406	52,882	54,607	53,192	54,917
5	55,084	56,819	55,296	57,021	55,608	57,333
6	57,506	59,231	58,775	60,500	58,024	59,749
7	59,919	61,644	61,459	63,184	60,443	62,168
8	62,332	64,057	64,138	65,863	62,860	64,688
9	64,742	66,467	66,819	68,544	65,345	67,070
10			69,501	71,226	67,759	69,484
11			72,181	73,906	70,173	71,898
12					72,586	74,311
13					74,986	76,721
14					77,409	79,134
15					79,821	81,546
16					82,235	83,960
17					84,647	86,824
18					87,175	89,537
19					89,776	92,501
20					92,380	95,470
21					94,985	98,441
22					97,589	101,411
23					100,193	104,381
24					102,797	107,351
25					105,401	110,321
26					108,005	113,291
27					110,609	116,261
28					113,213	119,231
29					115,817	122,201
30					118,421	125,171
31					121,025	128,141
32					123,629	131,111
33					126,233	134,081

Board Approve Date January 20, 2015 Signature Date 12/4/15

## **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

### Appendix Contents:

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

Berryessa Union School District  
CERTIFICATED EVALUATION FORM

School Year: **2014 - 2015**

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

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

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

Grade: \_\_\_\_\_

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

Employee Status:

- ☐ Temporary  
☐ Permanent  
☐ Probationary 1  
☐ Probationary 2

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

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

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Planning Conference Date (before October 15):

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

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

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

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

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

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

Additional Observation and Conference Dates (if any):

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

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

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

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

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

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

Mid-Year Review:  
Commendations:

Recommendations:

End of Year Review:  
Commendations:

Recommendations:

## 2. INSTRUCTIONAL TECHNIQUES AND STRATEGIES

	END							

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



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

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

Mid-Year Review:

Commendations:

Recommendations:

End of Year Review:

Commendations:

Recommendations:

### 3. ADHERENCE TO THE DISTRICT'S CURRICULUM

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

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

Mid-Year Review:

Commendations:

Recommendations:

End of Year Review:

Commendations:

Recommendations:

#### 4. ESTABLISHMENT AND MAINTENANCE OF THE LEARNING ENVIRONMENT

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

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

Mid-Year Review:

Commendations:

Recommendations:

End of Year Review:

Commendations:

Recommendations:

#### 5. ABILITY TO COMMUNICATE EFFECTIVELY

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

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

Mid Year Review:  
Commendations:

Recommendations:

End of Year Review:  
Commendations:

Recommendations:

## 6. FULFILLMENT OF PROFESSIONAL RESPONSIBILITIES

							LEVEL OF STANDARDS PERFORMANCE	
ELEMENTS		EMERGING	EXPLORING	APPLYING	INTEGRATING	INNOVATING	Meets	Does Not Meet
A. Establishing professional goals and engaging in continuous and purposeful professional growth and development. (CSTP 6.2)	MID YEAR						<input type="checkbox"/>	<input type="checkbox"/>
	END							
B. Collaborating with colleagues and the broader professional community to support teacher and student learning. (CSTP 6.3)	MID YEAR						<input type="checkbox"/>	<input type="checkbox"/>
	END							
C. Working with families to support student learning. (CSTP 6.4)	MID YEAR						<input type="checkbox"/>	<input type="checkbox"/>
	END							
D. Engaging local communities in support to the instructional program. (CSTP 6.5)	MID YEAR						<input type="checkbox"/>	<input type="checkbox"/>
	END							
E. Managing professional responsibilities to maintain motivation and commitment to all students. (CSTP 6.6)	MID YEAR						<input type="checkbox"/>	<input type="checkbox"/>
	END							
Instructions: Mark the box to indicate the performance level for each element standard at mid-year and/or the end of year.							LEVEL OF STANDARDS PERFORMANCE	
ELEMENTS							Meets	Does Not Meet
F. Demonstrating professional responsibility, integrity, and ethical conduct. (CSTP 6.7)	MID YEAR						<input type="checkbox"/>	<input type="checkbox"/>
	END						<input type="checkbox"/>	<input type="checkbox"/>
Overall Rating on Criterion #6							Meets	Does Not Meet
							<input type="checkbox"/>	<input type="checkbox"/>

Mid-Year Review:  
Commendations:

Recommendations:

End of Year Review:  
Commendations:

Recommendations:

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

## FINAL SUMMARY EVALUATION

**Comments:**

**Commendations:**

**Recommendations:**

☐ Meets Standards

☐ Does Not Meet Standards

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

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

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

Date:

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

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

Date:

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

Berryessa Union School District

**CERTIFICATED ALTERNATIVE FINAL SUMMARY EVALUATION FORM**

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

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

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

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

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**Final Summary Evaluation:**

☐ **Meet Standards**                      ☐ **Does Not Meet Standards**

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

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

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

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

Berryessa Union School District

**CERTIFICATED ALTERNATIVE EVALUATION REQUEST FORM**

Reference: Collective Bargaining Agreement Section 15.6

Request form due to Evaluator by October 1st

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

Evaluatee(s): \_\_\_\_\_ Work Site: \_\_\_\_\_

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

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

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**Indicators related to above identified CSTP's.**

**Indicators related to student learning and instruction**

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

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

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

☐ **Reviewed and Approved**

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

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

\_\_\_\_\_  
Date

## Lesson Observation

**Teacher:**

**Observer:**

**Date:**

**Focus:**

**Grade/Subject:**

Observations	Comments / Suggestions / Analysis

\*Please turn over for CSTP's.

Use back of form or additional paper, if needed

\_\_\_\_\_  
Teacher Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Evaluator

7-30-14



# California Standards for the Teaching Profession



## 1. Engaging and Supporting All Students in Learning

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

## 2. Creating and Maintaining Effective Environments for Student Learning

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

## 3. Understanding and Organizing Subject Matter for Student Learning

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

## 4. Planning Instruction and Designing Learning Experiences for All Students

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

## 5. Assessing Students for Learning

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

## 6. Developing as a Professional Educator

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

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

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TL-PTSCRD-USCA-1003-EN



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

**Certificated Unit Member**

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

Name of Certificated Unit Member:

Site:

School Year:

Position of Unit Member:

Name of Evaluator:

Position of Evaluator:

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

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

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

\_\_\_\_\_  
Unit Member's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Evaluator Signature

\_\_\_\_\_  
Date

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

## NON-TEACHING CERTIFICATED PERSONNEL PLANNING/EVALUATION FORM

Berryessa Union School District

### NON-TEACHING CERTIFICATED PERSONNEL PLANNING/EVALUATION FORM

School Year:

Employee:

School:

Grade:

Date:

Employee Position:

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

Evaluator:

Evaluator Position:

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

**1. PLANNING/ORGANIZATION:** The specialist plans for all services to be delivered.

- Provides information and resources to school staff and administration
- Coordinates appropriate resources for students

Evidence: (What data supports implementation of standard?)

Commendations:

Recommendations

Meets Standard ☐ Does Not Meet Standard ☐

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

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

Evidence: (What data supports implementation of standard?)

Commendations:

Recommendations

Meets Standard ☐

Does Not Meet Standard ☐

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

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

Evidence: (What data supports implementation of standard?)

Commendations:

Recommendations

Meets Standard ☐

Does Not Meet Standard ☐

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

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

Evidence: (What data supports implementation of standard?)

Commendations:

Recommendations

Meets Standard ☐

Does Not Meet Standard ☐

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

- Manages time commitments
- Oversees appropriate personnel

Evidence: (What data supports implementation of standard?)

Commendations:

Recommendations

Meets Standard ☐

Does Not Meet Standard ☐

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

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

Evidence: (What data supports implementation of standard?)

Commendations:

Recommendations

Meets Standard ☐ Does Not Meet Standard ☐

**7. PROFESSIONALISM**

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

Evidence: (What data supports implementation of standard?)

Commendations:

Recommendations

Meets Standard ☐ Does Not Meet Standard ☐

**OVERALL SUMMARY EVALUATION:**

Commendations:

Recommendations

Meets Standard ☐ Does Not Meet Standard ☐

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

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

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

**Date:**

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

**Employee:** \_\_\_\_\_

**Date:**

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

# CERTIFICATED EVALUATION CRITERIA WITH CONTINUA OF TEACHING PRACTICE

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

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

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

## 2. INSTRUCTIONAL TECHNIQUES AND STRATEGIES

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

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

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

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

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

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

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

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

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

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

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

## 5. ABILITY TO COMMUNICATE EFFECTIVELY

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

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

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

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

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

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

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

## APPENDIX G: FAMILY AND MEDICAL CARE LEAVE GUIDELINES

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

### **BERRYESSA UNION SCHOOL DISTRICT**

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

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

#### **ELIGIBILITY**

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

#### **LEAVE ENTITLEMENT**

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

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

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

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

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

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

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

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

### ACCRUED LEAVE

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

### HEALTH BENEFITS

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

### RETURN FROM LEAVE

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

### WHAT TO DO TO REQUEST FMLA LEAVE

Employees must fill out the following required forms and submit to the 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.

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

ATTENTION: Personnel Department

**EMPLOYEE REQUEST FOR FAMILY OR MEDICAL LEAVE**

1. Employees' name and place of employment:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
2. Does your spouse (if any) also work for the Berryessa Union School District?  
☐ Yes      ☐ No
3. Date leave is requested to commence:  
\_\_\_\_\_
4. Date employee will return to work:  
\_\_\_\_\_
5. Fully explain the reasons for the requested family or medical leave (use back if needed):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
6. If the requested family or medical leave is to care for someone with a serious health condition, state that person's relationship to your (i.e. spouse, child or parent):  
\_\_\_\_\_

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

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

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

ATTENTION: Personnel Services Department

**CERTIFICATION OF PHYSICIAN OR PRACTITIONER**

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_

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

16. Print Name: \_\_\_\_\_

Address: \_\_\_\_\_ City, State, ZIP \_\_\_\_\_

17. Signature of Physicians or Practitioner: \_\_\_\_\_

License Number: \_\_\_\_\_

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

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

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

#### **Form A1**

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

#### **RECITALS**

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

#### **AGREEMENT**

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

District grants Teacher paid leave for the period indicated, for the sole purpose of participating in product development: [insert schedule, e.g., one working day per week; fall semester; the three-week period December 1 to December 21; one school year; etc.]. Teacher shall use the period of paid leave granted under this Agreement to participate, at District's direction, in product development projects.

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



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

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

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

TEACHER:

DISTRICT:

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

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

Approved by the California Teachers Association of Berryessa:

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

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

Approved by the Governing Board of Trustees:

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

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

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

**Form A2**

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

**RECITALS**

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

**AGREEMENT**

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

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

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

TEACHER:

DISTRICT:

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

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

Approved by the California Teachers Association of Berryessa:

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

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

Approved by the Governing Board of Trustees:

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

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

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

**Form B**

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

**RECITALS**

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

**AGREEMENT**

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

schedule may be amended from time to time by written agreement between District and Teacher.

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

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

TEACHER:

DISTRICT:

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

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

Approved by the California Teachers Association of Berryessa:

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

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

Approved by the Governing Board of Trustees:

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

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

## **APPENDIX 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:\_\_\_\_\_

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

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- ☐ 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

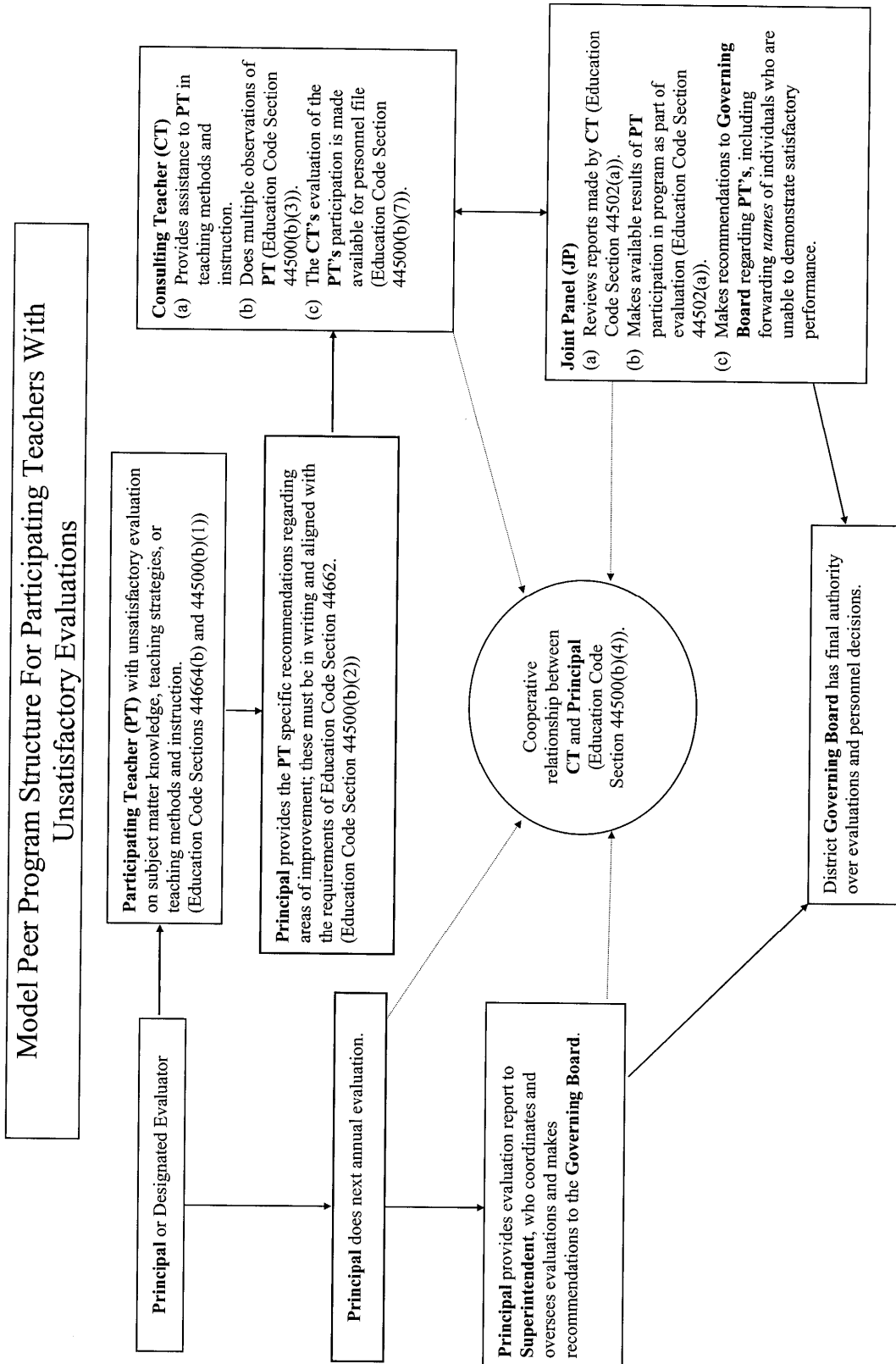


Diagram 2

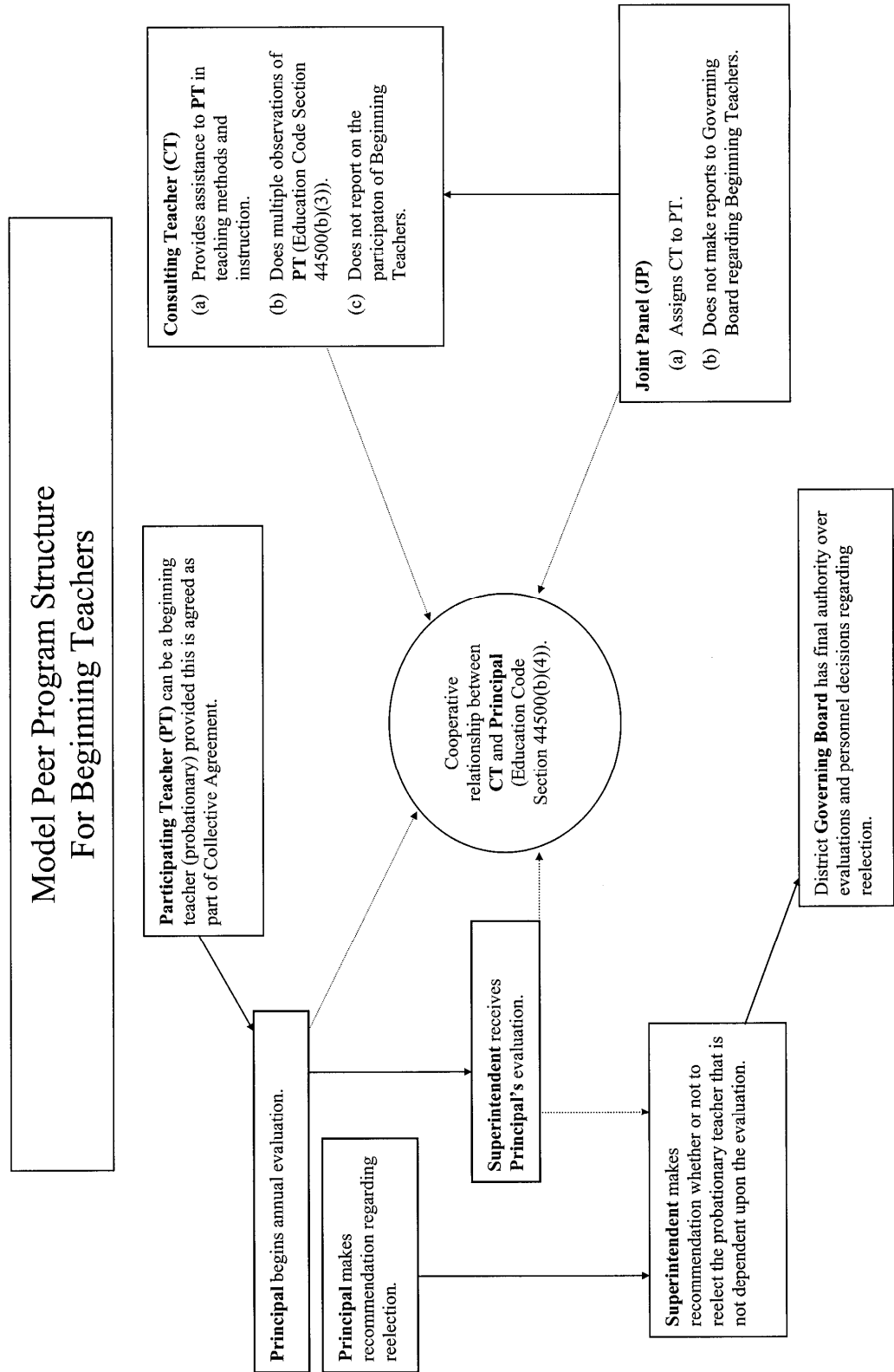
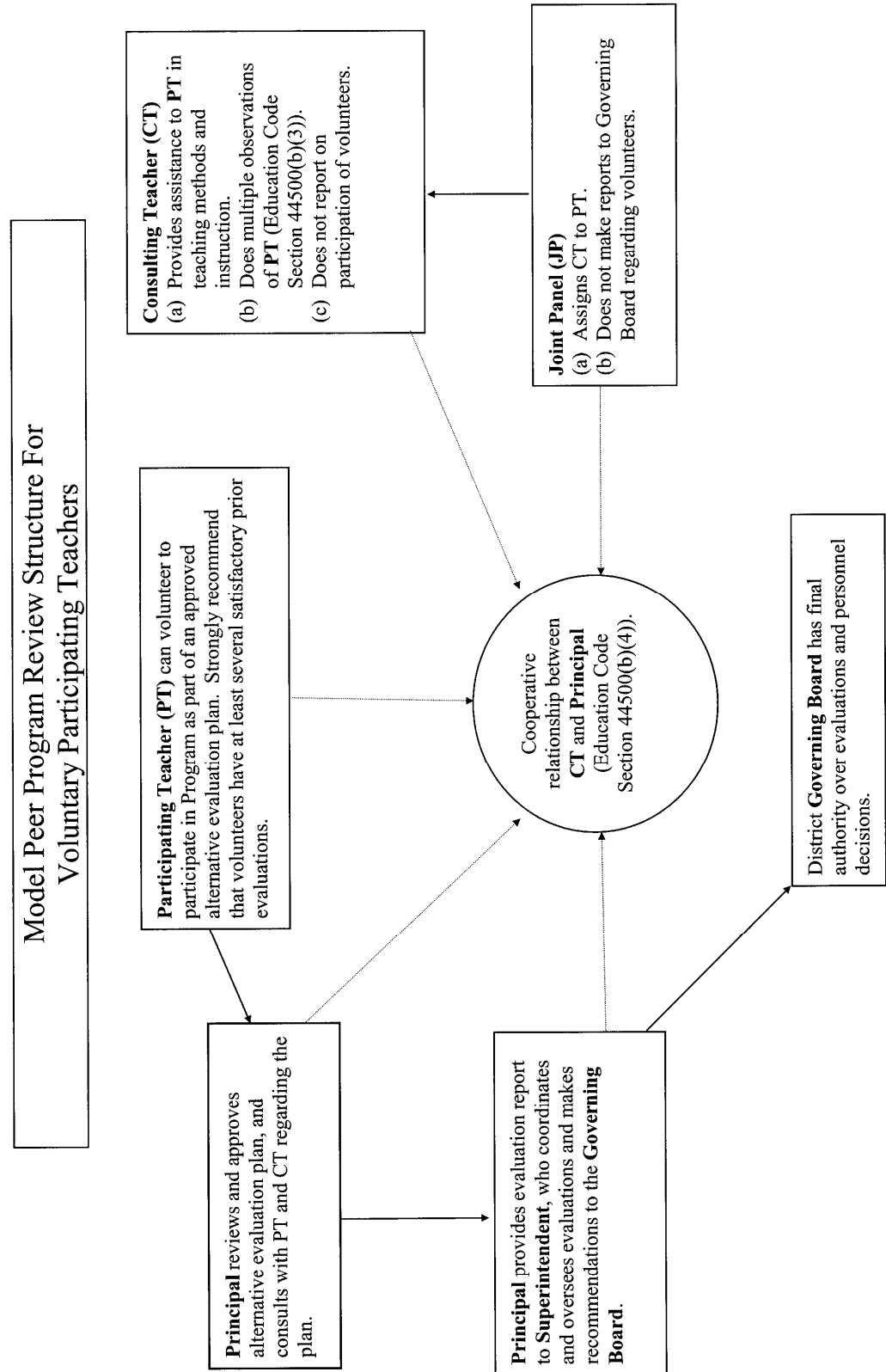


Diagram 3



## **APPENDIX J: GRIEVANCE FORM**

BERRYESSA UNION SCHOOL DISTRICT

### **GRIEVANCE FORM**

Name of Grievant: \_\_\_\_\_ Date Filed: \_\_\_\_\_

Immediate Supervisor: \_\_\_\_\_ Site: \_\_\_\_\_

Conferee(s) if any: \_\_\_\_\_ Level: \_\_\_\_\_

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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.):

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

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2. Remedy desired:

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Signature of Grievant

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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.