NEGOTIATED AGREEMENT

Between the

CALIFORNIA TEACHERS ASSOCIATION OF BERRYESSA (CTAB)

And the

GOVERNING BOARD OF THE BERRYESSA UNION SCHOOL DISTRICT

July 1st, 2025 to June 30th, 2028

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ARTICLE 1: GENERAL PROVISIONS

1.1 Agreement

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

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

1.2 Recognition

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

ARTICLE 2: DISTRICT RIGHTS

2.1 Powers and Authorities

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

2.2 Discipline

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

ARTICLE 3: ASSOCIATION RIGHTS

3.1 Association Access Rights

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

3.2 Association Meeting Tuesdays

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

3.3 Association President Release Time

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

3.4 Association Release Time

The Association shall be entitled to receive up to a total of fifty (50) 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.

3.4.4 The Association shall make every effort to avoid scheduling this release time on District and/or site professional development days.

ARTICLE 4: EMPLOYEE RIGHTS

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

4.1 Academic Freedom

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

4.2 Public Complaints

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

4.3 Formal Complaints

4.3.1 Attempt to Resolve at the Earliest Stage

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

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

If a complaint remains unresolved after any efforts taken pursuant to section 4.3.1 above, the District will follow the appropriate Board Policy and Administrative Regulation in handling the complaint, and shall provide an opportunity for the unit member to respond to the allegations in the complaint personally or through an Association representative. If the complaint reaches the Superintendent level of the complaint procedure, the District shall provide the unit member a copy of the complaint unless extenuating circumstances preclude sharing a copy.

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

- The unit member shall be informed of the status of the pending complaint during the complaint procedure;

- The unit member shall have the right to an Association representative to represent the unit member's point of view in any investigation interviews or other meetings between the District administration and the unit member, related to the complaint; and

- The unit member shall have the right to present information to the appropriate District administrator or the Governing Board before a final decision is made regarding the complaint that would result in adverse action against the unit member.

- The unit member retains all rights pursuant to law, District policy and this Negotiated Agreement if disciplinary action is recommended or imposed on the unit member as a result of a complaint.

4.3.3 Limits on Use of Complaints in Personnel Actions

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

4.4 Parental Classroom Visits

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

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

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

4.5 Harassment

The District's policies and administrative regulations regarding sexual harassment; equal employment opportunity; and other prohibited harassment shall be posted on the District's website and shall be made available to unit

members as needed. The District may make changes to these policies, subject to compliance with any and all bargaining obligations of the EERA.

4.6 Specialized Procedures

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

4.7 IDEA, Section 504

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

4.8 Special Education Handbook

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

4.9 Intellectual Property Rights

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

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

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

4.9.4 The Association will be provided a copy of each proposed contract before the unit member executes the contract. The Association will have the right to represent the unit member in these discussions, and will also have the right to

represent the entire unit's interests regarding the pay provisions or other working conditions.

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

ARTICLE 5: ORGANIZATIONAL SECURITY

5.1 Member Definition

Any unit member who is a member of the California Teachers Association of Berryessa/California Teachers Association/National Education Association, or who has applied for membership, may sign a form developed by the Association authorizing deduction of unified membership dues, initiation fees and general assessments in the Association. Upon written submission by the Association to the designated District representative of names of unit members who have completed the Association developed dues authorization forms, the District shall deduct one-eleventh (1/11) of such dues from the regular salary check of the unit member each month for eleven (11) months.

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

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

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

5.2 Membership Dues

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

5.3 Association/District Agreement

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

5.4 Exclusive Rights

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

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

ARTICLE 6: NEW EMPLOYEE ORIENTATION AND EMPLOYEE CONTACT INFORMATION

6.1 Implementation of AB 119

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

6.2 Access To New Employee Orientation

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

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

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

6.3 Bargaining Unit Member Contact Information

The District shall provide the CTAB President and Secretary with a list of names and contact information (listed below) for any newly hired unit members within 30 days of the date of hire or by the first pay period of the month following hire. The District shall also provide CTAB a list of all unit member names and contact information on the last working day of September, January, and May. The information provided shall include the following information except for any information subject to exclusion pursuant to Government Code Section 6254.3(c):

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

ARTICLE 7: GRIEVANCE

7.1 Problem Solving Procedures

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

7.2 Grievance Alternative

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

7.3 Definitions

7.3.1 **Grievance**

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

7.3.2 **Conferee**

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

7.3.3 **Working Day**

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

7.3.4 **Grievant**

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

7.4 Procedures for Grievance

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

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

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

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

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

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

7.5 Level 1 – Immediate Supervisory Administrator

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

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

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

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

7.6 Level 2 – Superintendent or Designee

7.6.1 The grievant may appeal the decision from Level 1 to the Superintendent or designee within ten (10) working days after receiving it and may request a conference between the grievant and the Superintendent or designee. The grievant shall file the Level 1 appeal in the Office of Human Resources. A

copy of the appeal shall be furnished to the Level 1 supervisor and the President of the Association.

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

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

7.7 Level 3 – Mediation

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

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

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

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

7.8 Level 4 – Arbitration

If the grievant is not satisfied with the disposition at Level 2 or the time limits expire without the issuance of the Superintendent's written reply, the Association may, within ten (10) working days, submit the grievance to arbitration. The parties to the arbitration are the District and the Association. The Association shall submit the notice of intent to arbitrate in writing to the Superintendent and Assistant Superintendent of Personnel Services within ten (10) working days after receiving the Superintendent/designee's Level 2 decision (or if no Level 2 decision is provided within ten (10) working days after the Level 2 response due date). At the request of either party, a certified shorthand reporter shall be employed to personally record verbatim the entire hearing. The parties shall share equally the cost of the reporter. If either party desires a transcript, that party shall pay the cost of the transcript.

7.8.1 **Functions of the Arbitrator are:**

7.8.1.1 To hold a hearing concerning the grievance.

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

7.8.2 **Selection of the Arbitrator**

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

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

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

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

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

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

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

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

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

7.9 Advisory Decision

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

decision of the Board of Trustees shall be binding to the extent that no right of the aggrieved to further legal action is abrogated.

ARTICLE 8: DISCIPLINE

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

ARTICLE 9: COMPENSATION AND BENEFITS

9.1 Salary Schedule Increases

9.1.1 The 2026-2027 Teachers Salary Schedule" is attached to this Agreement as Appendix C1.

The 2023-2024 Y-Rated Salary Schedule is attached to this Agreement as Appendix C2.

The 2023-2024 Psychologist Salary Schedule is attached to this Agreement as Appendix C3.

The 2023-2024 Speech Language Pathologist Salary Schedule is attached to this Agreement as Appendix C4.

The 2023-2024 Program Specialist Salary Schedule is attached to this Agreement as Appendix C5.

The 2023-2024 Non-ELD Salary Schedule is attached to this Agreement as Appendix C6.

The 2023-2024 Counselor Salary Schedule is attached to this agreement as Appendix C7.

The 2023-2024 Teacher Advisor after 2017 Salary Schedule is attached to this Agreement as Appendix C8.

The 2023-2024 Teacher Advisor prior to 2017 Salary Schedule is attached to this Agreement as Appendix C9.

9.1.2 Effective July 1, 2023, all salary schedules for the 2023-2024 school year shall be increased by six and one-half percent (6.5%) over the 2022-2023 salary schedules.

For the 2025-26 school year, the Parties have agreed to a 2% ongoing increase on the salary schedule effective July 1, 2025, on all salary schedules.

For the 2026-27 school year, the Parties have agreed to a 3% ongoing increase on the salary schedule effective July 1, 2026, on all salary schedules.

9.2 <u>Y-Rated Salary Schedule</u>

Notwithstanding the 2023-2024, Teacher-Salary Schedules that are attached as Appendix C1, unit members who were placed at any of steps 4 to 11 of Column E on April 1, 2016, shall continue to be "y-rated" and paid according to the. 2023-2024 Y rated salary schedule that is attached to this agreement as Appendix C2.

9.3 Experience Movement

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

9.4 Initial Salary Schedule Placement

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

9.5 Rate for Hourly Work

The District will pay for authorized extra duties and responsibilities at the compensation rate calculated as (.000836) x Step 1, Column C of the salary schedule. The extra duties and responsibilities include the following: Welcome Everybody Program (W.E.B.), Homework Center, and Supplemental Instruction, and other duties authorized by the District for supplemental pay.

9.6 Master Stipend

Unit members with an earned master's degree from accredited university shall receive an annual stipend of $1925.

9.7 Doctorate Stipend

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

9.8 Music Stipend

Unit members who teach elementary and middle school band/orchestra, choir and music appreciation shall receive an annual stipend of $2,500.

9.9 ELD Compensation

Unit members who have not passed the certification for ELD, or who do not qualify for the first column of the schedule (BA + 30), shall receive 98.35%

of the appropriate salary listed on the salary schedule. Effective July 1, 2016, this Section 9.10 shall not apply to unit members assigned to the following classification: Psychologist, Speech Language Pathologist, Social Worker, Nurse, or School Counselor.

9.10 National Board Certification Stipend

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

9.11 Teacher Advisors/Instruction Coaches and Librarians

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

9.12 Student Support/Education Specialists Stipends

Unit members assigned as Adaptive PE, Counselors, School Social Workers, or Dual Immersion unit members shall receive an annual stipend of $2,000.

Unit members assigned as RSP or SDC teachers shall receive an annual stipend of $5,000.

9.13 Intern Support Stipends

Effective July 1, 2023, the District shall pay the following annual stipends to unit members who provide support to interns pursuant to formal internship programs:

9.13.1 Unit members assigned as Psychologists, School Social Workers, and Speech Language Pathologist shall be paid a stipend for providing support to interns (up to maximum of three interns) under the internship program.

9.13.2 The stipend provided to psychologists, School Social Workers, and SLPs pursuant to this Section 9.13 shall be $1,000 for the first intern, and $500 for each additional intern up to a maximum of three interns ($2,000).

Speech and Language Pathologists shall be compensated according to a separate salary schedule, attached to this Agreement as Appendix C4, augmented by $5,000 in each cell.

9.14 Special Activities Stipends

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

9.14.1 State Test Coordinator: $500;

9.14.2 Gifted and Talented Education (GATE) Coordinator: $500;

9.14.3 English Language Development (ELD) Coordinator: $500;

9.14.4 Middle School Extracurricular Sports Coaches: $2,000 per season per sport;

9.14.5 AVID Director: $1,500;

9.14.6 Middle School Activities Director: $1,500;

9.14.7 Middle School Athletic Director: $3,500

9.14.8 Site Technology Lead: $1,000; and

9.14.9 Unit members assigned to accompany students on overnight education trips (e.g. science camp) and unit members required to accompany students on performances requiring an overnight stay: $250 per night

9.14.10 AVID Site Team Coordinator: $1,000;

9.14.11 PAR Panel Member: $750; and

9.14.12 PAR Consulting Teacher: $1,500.

[PAR Stipends are earned only in years in which there is a Participating Teacher].

9.15 Unit Members Assigned to Work More Than the Basic Work Year

The salary schedule for unit members assigned to positions with a work year in excess of 185/186 days as stated in Article 13, Sections 13.8.1.1 - 13.8.1.7 shall be increased on a per diem basis. The full annual salary for Psychologists' 194-day work year is included in the Psychologist salary schedules attached as Appendix C3, and no extra per diem pay shall be provided.

9.16 Tuition Reimbursement for Areas of Special Needs

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

9.17 Professional Growth Program

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

9.17.1 Graduate study for advanced degrees,

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

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

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

9.17.5 Official transcripts must be on file in the Human Resources Department to verify column placement, and no change in salary may be approved before transcripts are received. Transcripts received by November 1 may apply toward current year's placement and salary will be adjusted to the beginning of the school term. Transcripts received after November 1, but before March 1, may apply toward current year's placement and salary will be adjusted to date the units were completed, but not earlier than the beginning of the school year. Transcripts received on or after March 1 will be recognized for column placement the following year.

9.17.6 **Longevity Increments on all salary schedules (non-cumulative)**

22nd – 25th year $2000

26th – 29th year $3000

30th year and after $4000

9.18 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.

Effective July 1, 2026, the Parties have agreed to the following maximum district contributions for medical benefits for CTAB employees:

For Kaiser participants, the maximum contributions shall be:

Single party - 100% of Kaiser 15 plan
2-party (employee plus one) - 95% of Kaiser 15 plan
Family (employee plus family) - 90% of Kaiser 15 plan

For current Anthem medical benefits participants, the maximum contributions shall be:

Single party - $26,800
2-party (employee plus one) - $26,800
Family (employee plus family) - $26,800

Ongoing newly employed certificated CTAB employees, maximum contributions shall be equal to the contributions established above for current Kaiser participants.

9.19 Domestic Partners

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

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

9.20 Dental and Vision Premiums

Due to plan requirements, unit members assigned to work 0.5 FTE or more are required to participate in the District's dental and vision insurance plans. The District will pay, for any unit member required to participate in the District's dental and vision insurance plan, the full cost of the dental and vision insurance premiums in an amount up to the full cost of premiums for

the JPA's Delta Dental and/or VSP "High Plan" for the tier in which the unit member is enrolled (single/two-party/family) as authorized by the JPA.

Unit members may elect to enroll in the Delta Dental and/or VSP "Premium Plan," to the extent and under the conditions allowed by the plan provider and shall be responsible to pay any premium cost above the "High Plan" premiums for the tier in which the unit member is enrolled. Any additional premium costs shall be deducted from the unit members' paychecks.

9.21 Part-Time Unit Members

The District shall pay 100% of the contribution for Delta Dental and VSP "High Plan" for unit members assigned 0.5 FTE and above. The District's Medical, Delta Dental, and/or VSP "Premium Plan" premium contributions for part-time unit members shall be prorated based on the ratio of the time employed compared to a full-time unit member in the same job classification. Due to plan requirements, eligibility for the District's medical, dental, and vision plans is limited to unit members assigned to work at least 0.5 FTE.

9.22 Section 125 Plan

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

9.23 Purchase Option for Retirees

Retired unit members who do not otherwise qualify for retiree benefits under this Agreement may purchase medical benefits for themselves, and their spouses or domestic partners, at the retiree's own cost; provided the insurance carriers permit the retirees to do so and the retirees satisfy the insurance carrier's eligibility requirements. The District shall not incur any out-of-pocket costs for providing benefits under this provision. The amount paid by the retiree shall include the administrative costs for the program.

9.24

Employees shall be offered payment for mileage when their automobiles are required to be used for District business, excluding to and from work and site/district professional development. Payment shall be made at the rate used by the Internal Revenue Service. Mileage is to be claimed on appropriate District Form located in the Berryessa Insider. This Section includes employees who are assigned to more than one school per day.

ARTICLE 10: SUMMER SCHOOL

10.1 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:

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

10.1.2 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.

10.2 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.

10.3 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.

10.4 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.

10.5 Staff Selection Criteria

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

selection. The District shall respond in writing within five work days of receiving the request.

10.6 Written Expectations

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

ARTICLE 11: ASSIGNMENT, TRANSFER, AND FILLING OF VACANCIES

11.1 General Provisions for Assignment and Transfer

11.1.1 For purposes of this Article 11, the following definitions shall apply:

- A "transfer" is the change in a unit member's work location from one school or work site to another school or work site within the District.
- A "vacancy" is any unfilled position in the CTAB-represented certificated bargaining unit that the District intends to fill
- An "assignment" is a grade level or subject, or both.

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

- By February 15: The District shall post preliminary staffing lists. The lists shall also identify unit members not assigned due to declining enrollment. Selections are made per section 11.6, Involuntary Transfer Due to Reduced Enrollment.
- By March 1: Unit members notify the District of their desire to change assignments or request a transfer. Unit members will be assumed to prefer their current assignments at the school site unless they notify the site administrator of a desire to change assignments (See Section 11.2.3.)

- By March 15: Site administrators provide preliminary assignments of unit members assigned to their schools. (See Sections 11.2 and 11.3.)

- By March 15: Site administrators notify the Human Resources Office of remaining vacancies at their sites. (See Section 11.4.)

- By March 25: The Human Resources Office communicates to unit members a list of known vacant positions for the following year. (See Section 11.4.1.)

- By April 1: Unit members request voluntary transfers by April 1 by submitting written request to the Human Resources Office on forms provided for this purpose. (See Section 11.5.)

- Between April 1 and May 1, on each Friday, the District shall post revised lists of known vacant positions. Unit members shall have five (5) work days to request a reassignment or transfer.

- By May 1: The District notifies each unit member of the known school and grade level assignments as of May 1 (subject to change as provided in this Article 11).

- By June 1: Site administrators notify unit members of involuntary site-initialed transfers. (See Section 11.7.1.)

- Unit members are notified of transfers due to school closure within 15 days of the decision to close the school. (See Section 11.8.1.)

- Superintendent initiated transfers and involuntary transfers due to reduced enrollment may occur at any time with prior notice. (See Sections 11.6 and 11.7.2.)

- Notification deadlines shall be extended for unit members on leave to account for delays in mail or alternative delivery.

11.1.3 The District shall notify unit members of any known vacancies for the following school year that occur before July 15 each year. The District shall provide this notice by posting on its personnel information system and sending an email notice to unit members at their District email addresses. Unit members who wish to apply for the vacancy shall notify the District in writing (email is sufficient) of their interest in the vacant position either through the previously submitted transfer request form identifying interest in the particular position or grade level submitted pursuant to Section 11.5.1, or by submitting a request for transfer or reassignment within two (2) workdays of the date of notice of the vacancy. For purposes of this Section 11.1.2 only, a workday is defined as a day the District office is open.

11.1.4 The District shall post on its personnel information system and notify unit members by email of vacancies occurring after July 15 each year.

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

11.1.6 The District will provide unit members with formalized written channels whereby all personnel may express their interest regarding transfers as set forth in this Article 11.

11.1.7 Nothing in Article 11 shall be implemented in a manner inconsistent with the requirements of Education Code Section 35036. (Copy attached as Appendix J.)

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

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

11.2 Assignment of Unit Members

11.2.1 Unit members shall not be assigned arbitrarily or capriciously.

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

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

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

11.3 Reassignment

11.3.1 Subsections 11.3.2, 11.3.4, 11.3.5, 11.3.6, 11.3.7, 11.3.8 and 11.3.9 shall not apply to unit members assigned to middle schools. Only subsection 11.3.3 of section 11.3 (Reassignment) applies to middle schools.

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

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

11.3.4 The District shall not reassign unit members for arbitrary or capricious reasons.

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

11.3.6 Except when the needs of the District require it or the unit member requests a change in assignment, a unit member in an elementary school assignment will not be subject to reassignment more often than once in two consecutive school years. Assignments to and from combination classes at the elementary school level are governed by subsection 11.3.8. (See also subsection 11.3.8 regarding combination classes.)

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

11.3.8 A unit member reassigned during the school year (i.e. after the student school year has begun) shall be allowed at least three (3) days of release time for the purpose of preparing for the new assignment. The unit member shall receive assistance in moving materials, or shall receive hourly pay for authorized time spent moving as specified in 11.1.3.

11.3.9 Elementary school site administrators will discuss the assignment of regular education combination classes with certificated staff before making such assignments. Elementary school site administrators will seek volunteers to teach combination classes before making decisions to assign unit members to teach combination classes. Elementary school site administrators shall consider volunteers to teach combination classes before making assignments to combination classes, but shall not be required to select the volunteer. Unless the needs of the District and students call for it, probationary unit members will generally not be assigned to teach elementary school combination classes. An elementary school unit member assigned to teach a combination class pursuant to this subsection who requests a change in assignment to a single grade pursuant to subsection 11.2.3 shall be reassigned to a single grade in the following school year if at all possible. This subsection 11.3.9 does not apply to special education classes containing students from more than one grade level or age level.

11.4 Transfer Between School Sites

11.4.1 Site administrators shall notify the Human Resources Office by March 15 of vacant positions at their school sites remaining after assignments are made. The Human Resources Office shall communicate to all certificated unit members a list of known vacant positions for the following school year by March 25 of each school year. A Certificated Request for Transfer Form will be included with this communication. The District shall consider placement of unit members in vacant positions in the following order: individuals transferred due to school closure or reduced enrollment (Section 11.6 and/or 11.8); individuals subject to involuntary transfer (Section 11.7); individuals who seek reassignment to

open positions in their own school site (Section 11.3.3); and individuals who seek voluntary transfers (Section 11.5).

11.4.2 Unit members shall not be transferred arbitrarily or capriciously.

11.5 Voluntary Transfer Between School Sites

11.5.1 Unit member requests for transfer between schools shall be in writing on forms obtained from the Human Resources Office and submitted within 5 days of a vacancy posting for the following year. The Human Resources office will provide a copy of the form to the site administrator where the vacancy exists. These requests shall include the school, the grade and/or subject to which the teacher desires to be assigned. A unit member requesting a transfer shall be notified by the Human Resources Office within 5 working days of the request regarding the request for placement into vacancies existing at the time the transfer request was made.

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

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

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

11.5.5 In those cases where the needs of the District make it necessary to deny the request of the unit member, it shall be the responsibility of the Superintendent or his/her designee to make the reasons for such denial clear to the unit member requesting transfer. At the unit member's written request, the District shall provide the reasons for the denial in writing.

11.6 Involuntary Transfer Due to Reduced Enrollment

11.6.1 In those cases where transfer or reassignment is necessary, during the school year, it shall be the District's policy to: (1) give first consideration to voluntary transfers or reassignment, (2) seek such changes through consultation with individuals requested to transfer or be reassigned, (3) provide ample time to make necessary arrangements for such transfer or reassignment, and (4) in the case of involuntary transfer, the site administrator shall first seek volunteers. If no volunteers are found, the site administrator must select the least senior unit member (based on the District's Certificated Seniority List) unless there is an educational need to teach a specific course, provide a specific service, or for a specific credential or training.

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

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

11.6.4 The Parties agree that a reassignment or transfer may be necessary due to changes in special education enrollment or programs during summer recess where compliance with standard deadlines and processes are not possible. The District shall notify impacted unit members as soon as practicable by electronic or regular mail.

11.7 Involuntary Transfers

11.7.1 **Site Administrator Initiated Transfer**

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

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

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

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

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

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

11.7.2 **Superintendent Initiated Transfer**

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

11.8 Transfer Due to School Closure

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

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

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

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

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

11.8.1.3 As positions become available in the District, affected unit members will be informed of those positions and will be given first choice. In addition, they will receive priority in terms of placement at schools receiving their

students. Efforts will be made to confirm their new assignments for the coming school year prior to the last day of school.

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

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

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

ARTICLE 12: CLASS SIZE

The changes to this Article 12 made in settlement of 2023-2026 negotiations shall be effective for the 2024-2025 school year, except for the class size overage payments (article 12.2) which will be effective the first payment period following contract ratification

12.1 Staffing

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

12.1.1.1 TK staffing ratio/class size: The District will staff TK classrooms according to the student to adult ratio established by state law. For the 2025-2026 school year this ratio is 10:1 (maximum class size of 20).

12.1.1.2 24:1 at K-3 level

12.1.1.3 30.5:1 at grades 4-5 level; and

12.1.1.4 31:1 at the middle school.

12.1.1.5 There shall be no TK/K combination classes.

12.1.1.6 22:1/K-3 combination classes

12.1.1.7 28:1 4/5 combination classes

12.1.2 **Staffing Ratio Calculation**

12.1.2.1 **Grade TK**

For purposes of determining the grade TK staffing ratio, divide the total enrollment at the school in grades TK by 20. The resulting quotient represents the number of teachers necessary to maintain the 20:1 staffing ratio. If the quotient is not a whole number, it will be rounded up if any fractional amount is equal to or greater than 0.5, and rounded down if any fractional amount is less than 0.5. The 20:1 staffing ratio will be deemed met if the school's total TK enrollment at the school divided by the number of teachers assigned to teach grades TK is 20 or less.

12.1.2.3 **Grade K-3**

For purposes of determining the grade K-3 staffing ratio, divide the total enrollment at the school in grades K-3 by 24. The resulting quotient represents the number of teachers necessary to maintain the 24:1 staffing ratio. If

the quotient is not a whole number, it will be rounded up if any fractional amount is equal to or greater than 0.5, and rounded down if any fractional amount is less than 0.5. The 24:1 staffing ratio will be deemed met if the school's total K-3 enrollment at the school divided by the number of teachers assigned to teach grades K-3 is 24.49 or less.

12.1.2.3 **Grade 4-5**

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

12.1.2.4 **Grade 6-8**

For purposes of determining the grade 6-8 staffing ratios, divide the total enrollment at the school in grades 6-8 by 31:1. The resulting quotient represents the number of teachers necessary to maintain the 31:1 staffing ratio at the school. If the quotient is not a whole number, it will be rounded up if any fractional amount is equal to or greater than 0.5, and rounded down if any fractional amount is less than 0.5. The 31:1 staffing ratio will be deemed met if the school's total grade level enrollment in grades 6-8 divided by the number of teachers assigned to teach those grades is 31:49 or less.

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

12.1.3 **Grade TK-3 Alternative Staffing Ratio**

Pursuant to Education Code Section 42238.02 (d) (3), the parties agree to an alternative annual average class enrollment requirement for each school site in grades TK-3, including Transitional Kindergarten, as set forth in this Section 12.1.3. The regular TK-3 staffing ratio defined in Section 12.1.1.1 may be exceeded at a school site if the District makes the class size payments required by Sections 12.2.5.1 and 12.2.5.2. The alternative annual average class enrollment authorized by this

Section 12.1.3 shall not be more than two (2) students above the regular TK-3 staffing ratio set forth in Section 12.1.1.1 (i.e., no more than 20:1 for TK, 26:1 for K-3, and 22:1 for K-3 combination classes).

Within fifteen (15) days of the District's request, CTAB agrees to reopen negotiations on the TK-3 alternative ratio if any audit guidelines, regulations issued by the State Board, or directives from the State Department of Education or State Controller's office are issued that are inconsistent with the language set forth in this Article 12.

12.1.4 For the purpose of staffing at the beginning of the school year, as soon as the average regular class size in a school exceeds the staffing ratio per school, the principal shall contact the District Office and determine what action can be taken to accommodate the excess of students in the school. The District will take action as soon as practicable, and in no instance later than 20 school days from the beginning of the school year. The required action shall include, but need not be limited to the overload provisions of Section 12.2 below.

12.1.5 At the middle school, different strategies may be employed to maintain the 31:1 ratio, including allowing existing staff to teach extra sections, up to a maximum of ten (10) sections at each middle school.

12.1.5.1 Teachers who agree to teach an extra period shall receive compensation based on the following formula: base salary x .167/180 = rate per section per day which will not be creditable to the STRS Defined Benefits Plan, but may and shall be credited to the STRS Supplemental Plan. If the period occurs during the periods 1-6, teachers shall be required to extend their school day by one period. Teachers electing this option shall conform to Article 13.4.

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

12.2 Class Size Overage Payments

12.2.1 **<u>Grade TK-3 Class Size Overage Payments</u>**

12.2.1.1 Unit members assigned as classroom teachers in TK or a K-3 combination class shall be paid $15 per student per day for each student in excess of 20 in TK and 22 in a K-3 combination class.

12.2.1.2 Unit members assigned as classroom teachers in grades K-3, shall be paid $15 per student per day for each student in excess of 24 students in the class. The class size overage for any class in grades K-3 will not be exceeded by more than 2 students.

12.2.2 **Grades 4-5 Class Size Overage Payments**

Unit members assigned as classroom teachers in grades 4-5 shall be paid $15 per student per day for each student in excess of 31 students in the class. Unit members assigned as classroom teachers in a grades 4/5 combination shall be paid $15 per student per day for each student in excess of 28 students in the class.

12.2.3 **Combination Class Calculation:**

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

12.2.4 **Middle School Grade-Level Class Size Payment**

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

155 students in required core classes in math, science, English language arts, social sciences, and any English Language Development classes in these required core subjects;

- 180 students in physical education classes;

- 170 students in elective classes other than music;

- 210 students in music classes.

The middle school class size payment shall be $3 per day per student in excess of the number of students listed above. The student thresholds listed above shall be prorated if the teacher is assigned to teach classes in more than one of the subject areas listed above.

12.2.5 **General Class Size Payment**

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

12.2.5.2 No class size payments shall be assessed during the first fifteen (15) student instructional days of each school year. (This does not apply to SDC class size payments required under Section 12.3.5 which begin on the first day of school.)

12.2.5.3 Class size overage payments will be calculated on a daily basis, and included on the end of month pay warrant for the month during which the overage occurs, or the immediately following month.

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

12.3 Provisions for Special Education Teachers

12.3.1 The District will follow the caseload limits for Resource Specialist as set forth in Education Code 56362 (28).

12.3.2 The District will follow the instructional adult to child ratios for 3-5-year-olds to the extent required by Education Code 56441.5 (1 to 5).

12.3.3 K-8 Speech Language Pathologists (SLP) therapists shall have a caseload not to exceed 55 unless Education Code 56363.3 is revised. The caseload shall not exceed the number specified in the Education Code.

12.3.4 Speech Language Pathologist (SLPs) who serve 3-5-year-olds shall have a caseload not to exceed 40 unless Education Code 56441.7 is revised. The caseload shall not exceed the number specified in the Education Code.

12.3.5 If Special Day Classes exceed the following maximums, the District shall pay the teachers in those classes the amounts specified in Section 12.3.5.3.

12.3.5.1 Moderate to Severe (in all schools): 10 students per teacher.

12.3.5.2 Mild to Moderate (in elementary schools only): 12 students per teacher.

12.3.5.3	If the number of students assigned to Special Day Classes exceeds the amounts specified in Sections 12.3.5.1 and 12.3.5.2, the teachers assigned to those classes shall receive a payment of $25/student/day for each student in the Special Day Class over the specified amounts. In addition to the payment required by this Section 12.3.5.3, if the number of students assigned to an SDC class exceeds the amounts specified in Sections 12.3.5.1 or 12.3.5.2 by one (1) or more students, the Special Education Director shall, upon the request of the affected SDC teacher, meet to discuss options for providing additional support to the SDC teacher in serving the students assigned to the SDC class.

ARTICLE 13: HOURS, RESPONSIBILITIES, WORK YEAR

13.1 Work Day and Responsibilities

13.1.1 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.

13.1.2 The school day for students is set forth in Section 13.11. The regular student contact day for a classroom teacher will be a minimum of:

13.1.2.1 280 minutes TK-3

13.1.2.2 300 minutes 4-5

13.1.2.3 260 minutes 6-8

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

13.1.3.1 Implementing the classroom instructional program with students;

13.1.3.2 Planning for the implementation of the classroom instructional program;

13.1.3.3 Planning and implementing extracurricular activities for students;

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

13.1.3.5 Reporting to parents and students on student progress;

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

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

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

13.1.3.9 Adjunct duties as defined in Section 13.2 below.

13.2 Adjunct Duties

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

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

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

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

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

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

13.2.7 All itinerant unit members shall not be required to perform adjunct duties.

13.3 Lunch Period

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

13.4 Preparation Periods and School Schedule

13.4.1 The middle school schedule shall include:

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

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

13.4.2 Elementary special day class and middle school RSP/SDC teachers shall receive the equivalent of six (6) days per year of release time which shall occur on unit member work days during the student instructional year (can be broken into half days) to provide additional time to be used for IEPs, testing, and related

special education duties. The release time must be requested at least ten (10) days in advance, is subject to approval of the site administrator, and may not be taken adjacent to scheduled school holidays or vacation breaks.

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

13.4.4 Teachers in grades K-5 will be provided preparation period as follows:

13.4.4.1. Grades 4-5: Two 50-minute preparation periods during each full week of instruction. Grade 4-5 teachers will be encouraged by the parties to develop a core curriculum approach to further reduce the requirement for multiple subject preparation.

13.4.4.1.1 Should a 4/5 grade teacher miss a preparation period due to the absence of the physical education teacher or instructional associate (IA) and the 4/5 grade teacher either: (1) keeps their students in the classroom; or (2) participates with students at PE due to the absence of the IA, the 4/5 grade teacher shall receive one hour of pay at the current teacher hourly rate.

13.4.4.2 Beginning the 2025-2026 school year, grades K-3: one 45-minute preparation period during each full instructional week.

13.4.4.2.1 Should a K-3 grade teacher miss a preparation period due to the absence of the prep teacher and the K-3 grade teacher keeps their students in the classroom, the K-3 grade teacher shall receive 45 minutes of pay at the current teacher hourly rate.

13.4.5 Teachers teaching in the SEAL program shall have six (6) release days available which shall occur on unit member work days during the student instructional year for preparation and planning activities directly related to the SEAL program.

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

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

13.6 Schedule Development

13.6.1 Each site staff in collaboration with the site administrator shall:

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

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

13.6.1.3 Develop and implement a process to place students equitably at each grade level based upon their unique needs.

13.6.1.4 Establish a break/yard duty schedule that is equitable and promotes staff wellness. Itinerant and Special Education unit members shall not be required to do yard duty with the exception of Special Education classes that participate in General Education recess/break.

13.6.2 See Appendix B for collaboration definition.

13.7 Voluntary Activities

All supplemental pay activities and special activities stipends listed in Article 9, Sections 9.5 and 9.17 are voluntary. If no unit members volunteer, the District shall make all reasonable efforts to find non-unit District employees or persons not employed by the District to perform the duties. If the District cannot meet the identified student needs through these efforts, the site administrator may assign the duty to unit member(s). Performance of these extra duties will not be considered in the equitable allocation of the adjunct duties.

13.8 Work Year

13.8.1 Effective July 1, 2022, the basic work year shall be 185 for returning unit members and 186 for new unit members. The basic work year for the following classifications shall be increased as indicated:

13.8.1.1	Psychologist	194
13.8.1.2	Program Specialist	196
13.8.1.3	Counselor	196
13.8.1.4	Librarian	196
13.8.1.5	Nurse	198
13.8.1.6	Teacher Advisor/Instructional Coach	194
13.8.1.7	School Social Worker	198/188

The reduction in the work year (and associated pay reduction pursuant to Section 13.8.2) for school social workers from 196 days to 186 days shall apply to unit members first employed as school social workers on or after the date that the revisions to this Article 13 are approved by the Governing Board. The work year for unit members employed as school social workers before this date remains 196 days unless the unit member elects to reduce the work year. A unit member employed as a school social worker prior to the date the work year changes are approved by the Governing Board may elect to have their work year reduced pursuant to this section by notifying the District of the decision to reduce the work year on or before June 30 of any year, and once the reduced work year is elected the unit member may not elect to increase it.

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

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

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

13.8.5 For the Psychologists, Resource Specialist, Special Day Class teachers, and Speech Language Pathologists the District will budget a pool of extra

paid days that these unit members may utilize. Individual requests for such days must be submitted by the unit member to the Director of Special Education with a copy to the immediate supervisor. The Director of Special Education has the discretion to approve or deny requests, and shall respond to requests for approval within five (5) working days after receipt. The additional days will be paid at the per diem rate.

13.9 Work Calendar

13.9.1 The basic work year for unit members shall consist of 185/186.

13.9.2 **Development of Work Calendar**

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

13.10 Elementary School Parent Conferencing

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

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

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

13.11 Instructional Minutes Per Day and Year

13.11.1 The school day for students shall provide for the following:

13.11.1.1 **Transitional Kindergarten**

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

13.11.1.2 **Kindergarten**

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

13.11.1.3 **Grades 1, 2, 3**

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

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

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

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

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

13.11.2 **Extension of Kindergarten Day**

13.11.2.1 **Extended Day Kindergarten**

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

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

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

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

13.11.2.2 **Instructional Support for Extended Day Kindergarten**

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

Beginning on the first day of instruction, any Kindergarten teacher who does not receive the entire amount of instructional support on any instructional day shall receive $50 per day of missed instructional support. ~~provided that the lack of support by an absence of at least three (3) consecutive workdays or a vacancy [the position has not been filled].~~

13.11.2.3 **Planning Time for Kindergarten Teachers**

Unit members assigned to teach Kindergarten shall be paid on an hourly basis for up to seven hours before the work year begins to assess incoming Kindergarten students and plan for the instruction of those students. Extra hours are voluntary.

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

13.11.3 **Transitional Kindergarten Intervention/Enrichment**

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

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

13.11.3.1 **Instructional Support for Transitional Kindergarten**

In order to assist TK teachers to meet the needs of TK students, the District will provide direct instructional support (e.g. by assigning a classified instructional assistant or similar instructional support provider) to students in each TK class for 6 hours per day. In the event the assigned instructional support provider is temporarily absent or unavailable, the District will make reasonable efforts to secure a substitute or arrange for comparable alternate instructional support.

Beginning on the first day of instruction, any TK teacher who does not receive the entire amount of instructional support on any instructional day shall receive $50 per day of missed instructional support.

13.11.4 **Minimum Days**

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

13.12 Substitute Services

13.12.1 **Middle School Level**

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

13.12.2 **Elementary School Level**

Unit members at the elementary school level who are required to have students temporarily placed in their classes in lieu of hiring substitutes for absent teachers' classes will receive payment for each student temporarily placed in their classrooms for any day in

which the student(s) is/are placed in the teachers' classroom for one hour or more. The amount of the per student payment shall be six (6) times the hourly rate divided by 24 The impacted teachers who-have student(s) placed in other classes shall determine the placement of those students by completing the Student Displacement Form prior to the 21st day of instruction allowing for flexibility on the substitution and alterations throughout the year. (See Appendix K)

13.13 Additional Assignments

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

13.13.1 Home Hospital Assignments shall be offered to the teacher of record first, then to the site, and then to the district at the hourly rate plus mileage. Under the Education Code, the assignment is limited to five hours per week per student.

13.14 Professional Development

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

13.15 Professional Development Committee

Designated Professional Development days outside of the regular calendar, shall be determined by, developed, and implemented through a Professional Development Committee (PDC). The Committee shall be composed of eight members: the Assistant Superintendent of Educational Services and three staff members; the Association shall also appoint four members. Release time during the regular workday shall be provided at no loss of pay or benefits. When PDC meetings are held outside the regular workday, unit members serving on the PDC shall be paid the hourly rate of pay.

The PDC shall determine the quantity and content of all Professional Development days with the exception of any state mandated training or new district curriculum adoptions. The PDC will determine the PD offerings by responding to district needs such as, but not limited to an annual survey of all certificated staff, and student achievement data by grade, school, subgroups, the district's strategic plan, goals, or annual focus, and other pertinent measures.

ARTICLE 14: EVALUATION

14.1 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 14.1 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.

14.2 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.

14.2.1 **Non-Permanent Unit Members:**

Non-permanent unit members shall be evaluated every year.

14.2.2 **Permanent Unit Members:**

Except as provided in Section 14.2.2.1 permanent unit members shall be evaluated at least every other year.

14.2.2.1 **Five-Year Cycle:**

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

14.2.3 **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."

14.2.4 **Unit Members on Assistance Plan**

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

14.3 Evaluation Timelines

14.3.1 **On or before September 15:** All unit members who will be formally evaluated that school year will be notified and informed of who the designated evaluator will be, and shall be provided with a copy of Appendix E. Unit members who received Does Not Meet Standards in prior year's evaluation shall receive an Assistance Plan by September 15 (see Section 14.14)

14.3.2 **On or Before September 25:** If mutual agreement is reached, the Certificated Evaluation 5-Year Cycle Form shall be signed to allow evaluation on the 5-year cycle pursuant to Section 14.2.2.1.

14.3.3 **On or Before October 1/October 15:** Unit members eligible for and proposing the Alternative Evaluation Option (Section 14.6) submit requests to use such option to the designated evaluator no later than October 1 using the Certificated Alternative Evaluation Form. The designated evaluator shall approve or deny the request by October 15.

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

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

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

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

14.3.7.1 **On or Before February 15:** If a midyear review has been requested pursuant to Section 14.3.7, the midyear review shall be held by February 15.

14.3.7.2 **On or Before March 1:** Any unit member who the evaluator determines is at risk of receiving an overall unsatisfactory final evaluation ("Does Not Meet

Standards") shall be notified in writing of this fact in a conference and informed of the evaluator's concerns.

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

14.3.7.4 **30 Days Before Last Day of School:** Final written evaluation must be given to unit members being evaluated.

14.4 Evaluation Criteria

14.4.1 The California Standards for the Teaching Profession (CSTP), listed below and more fully set forth in Appendix E, shall be utilized to evaluate teachers. It is the intent of the parties to utilize these standards as they evolve and change over time.

14.4.1.1 Standard I: Engaging and Supporting All Students in Learning.

14.4.1.2 Standard II: Creating and Maintaining Effective Environments for Student Learning.

14.4.1.3 Standard III: Understanding and Organizing Subject Matter for Student Learning.

14.4.1.4 Standard IV: Planning Instruction and Designing Learning Opportunities for Students.

14.4.1.5 Standard V: Assessing Students for Learning.

14.4.1.6 Standard VI: Developing as a Professional Educator.

14.4.2 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.

14.5 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 14.6 below.

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

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

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

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

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

14.5.6 If the evaluator elects to conduct formal observations of a permanent unit member, the procedures and timelines for formal evaluations in Section 14.5shall be followed, and any such formal observation(s) shall be completed no later than April 15.

14.6 Alternative Evaluation Procedures

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

14.6.1 **Purpose:** The alternative evaluation process encourages unit members to emphasize professional development and personal growth through the evaluation system. The process offers unit members an alternative to the regular evaluation process. The

process is flexible in order to encourage unit members to grow in self-chosen areas of interest that promote and relate to student learning and instructional leadership through individual or group efforts. The goals, objectives, projects and criteria established under the alternative assessment process serve as the certificated performance evaluation in lieu of the standard evaluation.

14.6.2 **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.

14.6.3 **Alternative Evaluation Plan:** At the pre-evaluation conference held in compliance with timelines established in Section 14.3.3, 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 14.3. The agreed-upon evaluation plan may extend beyond the traditional school year cycle and the final evaluation conference may be extended by mutual agreement.

14.6.4 **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 14.4.1 above.

14.6.5 **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.

14.6.6 **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.

14.7 Evaluation as A Continuous Process

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

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

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

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

14.8 Evaluators for Itinerant and Non-Classroom Unit Members

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

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

14.9 Ratings

14.9.1 **Meets Standards:** This means the teacher has adequately met the District's expectations, and has been rated as "meets standards" in each Standard listed in Sections 14.4.1.1 through 14.4.1.6. The rating criteria in Section 14.4.1.1 through 14.4.1.6 shall be applied as follows:

14.9.1.1 For the purpose of assessing the teacher's development according to the California Standards for the Teaching Profession (CSTP) "meets standards" shall mean that the unit member is designated as meets standards overall in each standard. To achieve this, unit members should be at least "meets standard" in each of the elements under each standard. However, the evaluator has the discretion to conclude that a unit member meets standards overall in any single standard, if the unit member is ranked below "meets standard" in one or two elements in any standard and the evaluator determines that the unit member has made significant progress toward that element.

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

14.10 Required Comments and Supporting Data

14.10.1 Any Standard designated as "Does Not Meet Standards" must be accompanied by a written comment that memorializes an event or fact that either the evaluator observed or that is supported by data that is referenced.

14.10.2 The student's progress in achieving the District's grade level content standards shall be determined by multiple measures. These shall include the individual teacher's written report card assessment, any testing device that measures the progress on District and state content standards, and in those instances where

applicable, the state criterion referenced exam. Norm referenced tests may not be used to evaluate unit members.

14.11 General Evaluation Guidelines

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

14.11.2 Forms used at all stages of the Evaluation process must be mutually agreed upon by the District and the Association and are contained in Appendix E. If there is a conflict between Article 14 and Appendix E, then Article 14 takes precedence.

14.11.3 Evaluatees shall have the right to attach written comments to any evaluation documents.

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

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

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

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

14.13 Problem Solving Procedures

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

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

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

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

14.14 Assistance Plan and Participation in the Peer Assistance Program

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

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

14.14.1.2 Description of measurable improvement required to meet District standards;

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

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

14.14.2 A unit member with permanent status whose most recent final performance evaluation contains an overall "Does Not Meet Standards" including this rating in the areas of subject matter knowledge, teaching strategies, or teaching methods and instruction, must participate in the Peer Assistance Program, attached as Appendix I, until the unit member receives a positive evaluation or the District determines that further participation is no longer warranted.

14.15 Unit Member Files

14.15.1 Copies of a unit member's Summary Certificated Personnel Evaluation Report shall be filed only in the District Human Resources Office and the evaluator's office. These files are open

for inspection by the unit member and/or a designated representative having the unit member's written authorization.

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

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

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

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

ARTICLE 15: LEAVE PROVISIONS

15.1 Sick Leave

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

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

15.1.3 Unit members who teach a full session of Summer School shall be granted one (1) additional day of sick leave. (See Section 10.4). Sick leave benefits may only be used in summer school to the extent allowed by Article 10, Section 10.4.

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

15.14.1 183-187 Work Days: 10 days of sick leave.

15.1.4.2 188 or More Work Days: 11 days of sick leave.

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

15.2 Extended Illness Leave

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

15.2.1.1 Use balance of current year's sick leave.

15.2.1.2 Use other accumulated sick leave.

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

15.2.2 The District may require a unit member to provide a medical certification from a physician verifying that the absence was necessary due to illness, injury, or disability. Failure by the unit member to provide such written medical certification shall result

in loss of the 50% per diem pay. The District shall continue to make all contributions toward the unit member's health and welfare program that are required by Article 9 during this period of absence.

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

15.3 Notification of Sick Leave/Physician's Certification

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

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

15.4 Sick Leave for Personal Necessity

15.4.1 Unit members may use up to seven (7) days of sick leave per year reasons of personal necessity. Personal necessity days may not be carried over from one year to the next.

15.4.2 Unit members shall request personal necessity leave at least three (3) working days prior to leave unless the reasons occasioning the leave are unforeseen, in which case, notice shall be given as soon as practicable.

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

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

15.5 Leave to Care for an Ill Family Member

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

15.5.2 As used in this subsection 15.5 only, "family member" means a biological, foster, or adopted child, a stepchild, a legal ward, or a child of a domestic partner, a child to whom the employee stands in loco parentis, a biological, adoptive or foster parent, stepparent or legal guardian of a unit member or the unit member's spouse or registered domestic partner, or a who stood in loco parentis when the unit member was a minor child, a spouse, a registered domestic partner, a grandparent, a grandchild, or a sibling.

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

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

15.6 Parental Leave

15.6.1 **Compliance With Education Code**

This Section 15.6 is intended to comply with the requirements of Education Code Section 44977.5, and shall remain in effect and be interpreted and implemented in compliance with the requirements of that law, including potential amendments or interpretations by court(s) with jurisdiction over the District and CTAB.

15.6.2 **Definition of Parental Leave**

For the purpose of this Section 15.6, "parental leave" means paternity leave as defined in Education Code Section 44977.5, i.e. leave" is leave required by Government Code Section 12945.2

(CFRA) for reasons of the birth of a child of a unit member, or the placement of a child with a unit member in connection with the adoption or foster care of the child by the unit member.

15.6.3 **Eligibility for Parental Leave Differential Pay**

Parental leave differential pay granted pursuant to this Section 15.6 shall be allowed for unit members whose child was born or placed for adoption on or after January 1, 2016. During each school year, when a unit member has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from his or her duties on account of parental leave pursuant to Government Code Section 12945.2 for a period of up to twelve (12) work weeks whether or not the absence arises out of or in the course of the employment of this employee, the amount deducted from the salary due the unit member for any of the additional twelve (12) work weeks in which the absence occurs shall not exceed the sum that is actually paid a substitute employee employed to fill the unit member's position during the absence or, if no substitute was employed, the amount that would have been paid to the substitute had a substitute been employed. In any event, the unit member shall receive at least 50 percent of his or her regular salary. The District shall make every reasonable effort to secure the services of a substitute teacher.

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

15.6.4 **Calculation of Parental Leave**

For the purposes of this Section 15.6, the following shall apply:

15.6.4.1 The 12-work week period shall be reduced by any period of sick leave, including accumulated sick leave taken during a period a parental leave pursuant to Government Code Section 12945.2. The 12-work week period of parental leave differential pay runs concurrently with any entitlement to unpaid leave for this purpose under Government Code Section 12945.2, and the aggregate amount of parental leave taken pursuant to this section 15.6.4 and Government Code Section 12945.2 shall not exceed 12 work weeks in a 12-month period.

15.6.4.2 A unit member shall not be provided more than one 12-work week period per parental leave during any 12-month period. If a school year terminates before the 12-work week period is exhausted, the unit member may take the balance of the 12-work week period in the subsequent school year (subject to the limitations in Section 15.6.4.1).

15.6.4.3 A unit member on parental leave pursuant to Government Code Section 12945.2 shall not be denied access to difference pay while on that leave.

15.6.4.4 The parental leave described in this Section and required by Education Code Section 44977.5 shall be applicable whether or not the absence from duty is by reason of a leave of absence granted by the District's governing board.

15.7 Industrial Leave

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

15.8 Family and Medical Leave

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

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

15.9 Pregnancy Disability Leave

15.9.1 Pursuant to Education Code Section 44965, a unit member may use sick leave and/or extended sick leave granted under Section 15.1 for disability due to pregnancy, miscarriage, childbirth, or related medical conditions, and recover there from.

15.9.2 The length of pregnancy disability leave, including the date on which the leave shall begin and the date on which the unit member is no longer disabled because of pregnancy and shall return to work, shall be determined by the unit member and the unit member's physician. This does not extend the period of paid sick leave and/or extended sick leave beyond the amount granted by Section 15.1.

15.9.3 Additional explanation of Pregnancy Disability Leave is included in Appendix F.

15.10 Death of Member of Immediate Family

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

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

15.10.3 Any absence for a death within the immediate family of a unit member shall be charged against this policy. Additional bereavement leave may be allowed under Section 15.4 (Personal Necessity Leave).

15.11 Legal Commitments and Transactions

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

15.12 Sabbatical Leave

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

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

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

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

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

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

15.12.5.1 Human Resources Officer (Chairperson);

15.12.5.2 Two building level administrators appointed by the Superintendent;

15.12.5.3 Four non-administrative certificated unit members elected by the teaching staff;

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

15.12.7 The committee shall evaluate applicants and recommend either "Consideration warranted" or "not recommended for this year." The evaluation shall be completed by February 1.

15.12.8 The period of the Sabbatical leave shall be for one-half school year or one school year. Compensation shall be one-half the salary the unit member would have received had he/she remained in the service of the District for their period of the leave.

15.12.9 Unit members applying for Sabbatical leave will sign an agreement to return to service in the District for not less than two years upon completion of the leave, or to restore to the District all salary payment received while on leave.

15.12.10 Sabbatical leave shall be counted as a year of experience on the salary schedule, and the unit member shall be entitled to return to the same type of position as held when the leave was granted.

15.12.11 Should injury or illness prevent a unit member from completing a Sabbatical leave, the Sabbatical leave will be terminated and all provisions for sick leave will apply. If death prevents the unit member from fulfilling his agreement to return to service in the District, no repayment of salary will be required of his/her estate.

15.12.12 Each unit member who has been on Sabbatical leave shall file with the Sabbatical Leave Committee a detailed written report not later than sixty (60) days after return to active duty. The unit member should not be considered as having completed the requirements of a Sabbatical leave until such report has been filed with the Sabbatical Leave Committee.

15.13 Educational Improvement Leave

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

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

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

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

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

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

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

the District all health and welfare benefit money received while on leave.

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

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

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

15.14 Military

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

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

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

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

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

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

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

15.16 Catastrophic Illness Benefit

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

15.16.1 **Definitions**

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

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

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

15.16.2 **Eligibility**

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

15.16.2.1.1 The bargaining unit member who is, or whose family member is suffering from a catastrophic illness or injury requires that eligible leave credits be donated and provides verification of

catastrophic injury or illness as required by the District.

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

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

15.16.3 **Procedure**

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

15.16.3.2 Donations will be solicited by a joint announcement of the Association and District on behalf of a specifically named individual who meets the requirements for this benefit.

15.16.3.3 Sick leave may be donated in one-hour increments.

15.16.3.4 The maximum amount of time that donated leave credits may be used by the recipient bargaining unit member shall not exceed twelve (12) consecutive months.

15.16.3.5 All transfers of eligible leave credits shall be irrevocable. However, if the leave is not used within twelve (12) months of donation, it will revert to the donor.

15.16.3.6 A bargaining unit member who received paid leave pursuant to this section shall use any leave credits that he/she continues to accrue on a monthly basis prior to receiving paid leave pursuant to this catastrophic illness benefit.

15.16.3.7 Donated leave credits shall be used in the order donations are received. However, one day of leave will be used from each donor before a second day is utilized from any other donor. This sequential process will be repeated for all donation rounds thereafter.

15.16.3.8 Donated eligible credits shall be utilized on a one to one ration (1:1). The recipient shall be paid at his/her rate of pay.

15.16.3.9 The District may adopt rules and regulations for the administration of this benefit as long as the regulations do not conflict with the specific provisions of the collective bargaining agreement. Such rules and regulations will be submitted to the Association for review prior to implementation.

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

15.17.1 A permanent unit member who is elected to the Legislature shall be granted a leave of absence from his/her duties as a unit member of the District by the Governing Board.

15.17.2 During the term of such leave of absence, the unit member may be employed by the school district to perform such less than full-time service requiring certification qualifications, such as compensation and upon such terms and conditions, as mutually agreed upon.

15.17.3 Such absence shall not affect in any way the classification of such unit member.

15.17.4 Within six (6) months after the term of office such unit member expires, he/she shall be entitled to return to the position held by him/her at the time of his/her election, at the salary to which he/she should have been entitled had he/she not absented himself/herself from the service of the District under this Section.

15.17.5 As stated in Education Code Section 44801, a person employed to take the place of any such unit member shall not have any right to such position following the return of such unit member to the position.

15.17.6 This Section shall apply to any permanent unit member who held the office of Member of the Assembly or State Senator on or after January 4, 1965.

15.18 Disability Insurance

Unit member may obtain disability insurance at their own expense through one of plans offered by the District. Interested unit members should contact the benefits department for more information.

15.18.1 A permanent unit member who is elected to the Legislature shall be granted a leave of absence from his/her duties as a unit member of the District by the Governing Board.

15.18.2 During the term of such leave of absence, the unit member may be employed by the school district to perform such less than full-time service requiring certification qualifications, such as compensation and upon such terms and conditions, as mutually agreed upon.

15.18.3 Such absence shall not affect in any way the classification of such unit member.

15.18.4 Within six (6) months after the term of office such unit member expires, he/she shall be entitled to return to the position held by him/her at the time of his/her election, at the salary to which he/she should have been entitled had he/she not absented himself/herself from the service of the District under this Section.

15.18.5 As stated in Education Code Section 44801, a person employed to take the place of any such unit member shall not have any right to such position following the return of such unit member to the position.

15.18.6 This Section shall apply to any permanent unit member who held the office of Member of the Assembly or State Senator on or after January 4, 1965.

15.19 Leave for Victims of Domestic Violence or Crime

15.19.1 Unit members requesting leave of absence as a victim of domestic violence or crime under Labor Code 230 shall give their supervisor reasonable notice before such leave is taken, unless advance notice is not feasible. (Labor Code section 230(d).) Unit members requesting such leave shall make their best efforts to provide their supervisor no less than three (3) school days' notice of such leave.

15.19.1.1 If the unit member is unable to provide advance notice before taking leave of absence for domestic violence, the District shall not take any action against the unit member if the unit member, within a reasonable time after the absence, provides any of the following to the District: (1) a police report indicating that the unit member was a victim; (2) a court order separating the unit member from the perpetrator, or other evidence from the court or prosecuting attorney that the unit member has appeared in court; (3) documentation from any of the individuals identified in Labor Code 230(d)(2)(C) that the unit member was undergoing treatment or receiving services

for physical or mental injuries or abuse resulting in victimization from the crime or abuse; (4) any other form of documentation that reasonably verifies that the crime or abuse occurred, including but not limited to, a written statement signed by the unit member, or an individual acting on the unit member's behalf, certifying that the absence was authorized under Labor Code section 230 or 230.1.

15.19.1.2 The District shall keep any documentation provided by the unit member under Article 15.18.1.1 confidential, and shall not disclose it except as required by federal or state law or as necessary to protect the unit member's safety in the workplace. The unit member shall be given notice before any authorized disclosure.

15.19.2 Unit members may take leave of absence as a victim of domestic violence or crime under Labor Code 230 for the following reasons: The unit member is: (1) a victim of a crime; (2) appearing in court as a witness in any judicial proceeding under a subpoena or court order; or (3) obtaining any relief in a court of law on behalf of a victim of domestic violence or their child. (Labor Code section 230(b), (c).)

15.19.3 A unit member may use sick, vacation, personal leave, or compensatory time off that is otherwise available to the unit member for any of the reasons set forth in Article 15.18.2.

15.20 Other Leaves Required by Law

To the extent required by state or federal law, the District will provide unit members with leave of absence for reasons not specifically listed in this Article. For example, unit members may be entitled to leaves pursuant to Labor Code Section 230.1 (medical and social services assistance) and 230.8 (school or childcare enrollment or emergencies). Personal necessity leave may be available for these purposes pursuant to Section 15.4 above.

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

15.20.2 A written decision of the rejection of a leave request shall be made upon request.

15.20.3 The applications for such leave of absence shall be in writing. The unit member on leave shall notify the Human Resources Department of his/her intent to return from leave by February 1 of

the last year of the approved leave. The unit member's failure to notify in writing by February 1 as required by this section shall constitute the unit member's resignation.

ARTICLE 16: RETIREMENT PROGRAMS

16.1 Retiree Fringe Benefits

16.1.1 **Unit Members Hired on or After July 1, 2015**

For unit members hired on or after July 1, 2015, the District shall be required to provide only the District Basic Contribution toward medical premiums set forth in Article 9, Section 9.1.1. The District Basic Contribution shall be required only to the extent required by law.

16.1.2 **Unit Members Continuously Employed Before July 1, 2015**

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

16.1.2.1 The District Basic Contribution required by Article 9, Section 9.21 and Government Code Section 22892.

16.1.2.2 In addition to the District Basic Contribution, for retired unit members with at least 15 and up to 20 years of District service, the District shall provide an amount for unit member coverage only that, when added to the District Basic Contribution required by Article 9, Section 9.21, will not exceed the Kaiser single party rate.

16.1.2.3 In addition to the District Basic Contribution for retired unit members with at least 20 and up to 30 years of District service, the District shall provide premiums for dental and vision coverage and an amount for unit member only medical coverage that, when added to the District Basic Contribution required by Article 9, Section 9.21, will not exceed the Kaiser single party rate.

16.1.2.4 In addition to the District Basic Contribution, for retired unit members with 30 years or more of District service, the District shall provide premiums for dental and vision coverage and an amount for the retiree and spouse or domestic partner medical coverage that, when added to the District Basic Contribution required by Article 9, Section 9.21, will not exceed the Kaiser two-party rate.

16.1.3 The years of service described in Section 16.1.2 must be as a unit member in the Berryessa Union School District.

16.1.4 The payment of the premiums (if any) required under the above provisions will continue until the retired unit member- is eligible for Medicare or reaches the age 65, whichever event occurs first. When the retired unit member is eligible for Medicare or reaches

the age of 65 (whichever occurs first), the unit member-retiree shall be eligible only for the District Basic Contribution as required by Section 9.1.1 and only to the extent that such contribution is required by law.

16.1.5 To be eligible for retiree medical benefits under this Article, the unit member must have been on paid status in the District or on approved leave at the time of retirement.

16.1.6 In lieu of any fringe benefits for those qualifying under Section 16.1.2 above, a unit member with 20 or more years of Berryessa Union School District service, may elect to receive a one-time payment calculated on $500 per each year of District service, up to a maximum of $15,000.

16.2 Full Retirement Credit with Pre-Retirement Plans

16.2.1 The District shall allow unit members (55 years or older) to be employed on a part-time basis but with full-time retirement credit, provided all the qualifications set forth in Education Code Section 22713 or its successor are met.

16.2.2 The District and the unit member shall agree to make appropriate contributions to the State Teacher's Retirement System (STRS) equal to the amount required as if serving as a full-time unit member.

16.2.3 The minimum part-time employment shall be the equivalent of one-half the number of days of a full-time position during the final year of service in a full-time position. If the Governing Board agrees, the reduced service may be full-time for at least one-half year, or may be on a daily schedule.

16.2.4 Because this program requires a shared teaching position, final determination as to which unit members will participate as shared staff, the assignment, location, and the form of the shared employment rests within the Governing Board's sole discretion.

16.3 Substitute Service by Retired Unit Members

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

ARTICLE 17: SAFETY

17.1 Healthful and Safe Conditions

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

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

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

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

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

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

17.2 Assault and Battery

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

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

such items shall be provided by the unit member within five (5) working days.

17.3 Personal Property Protection and Liability Coverage

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

ARTICLE 18: SHARED CONTRACT

18.1 Shared Contract Application and Renewal

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

18.2 Proration of Salary and Benefits

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

18.3 Return to Full-Time

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

18.4 Mutual Agreement Required

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

18.5 Step and Column Movement

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

18.6 Plan for Shared Responsibilities

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

18.7 Evaluation Procedures

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

ARTICLE 19: NOTICE OF LAYOFF

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

ARTICLE 20: COLLABORATIVE ORGANIZATIONAL PROCESSES

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

20.1.1 A model of site decision making initiated at each school;

20.1.2 Broad based input from staff, community, and when appropriate, students; and

20.1.3 Incorporation of District-wide needs and perspective in support of the programmatic and instructional needs of students.

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

ARTICLE 21: CONCERTED ACTIVITIES

21.1 Strikes, Work Stoppage, Slow-downs

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

21.2 Association's Commitment to District

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

ARTICLE 22: EFFECT OF AGREEMENT

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

ARTICLE 23: COMPLETION OF MEET AND NEGOTIATION

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

ARTICLE 24: SAVINGS PROVISIONS

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

ARTICLE 25: LENGTH OF CONTRACT

25.1 This Agreement shall remain in full force and effect from July 1, 2023 up to and including June 30, 2026, and shall remain in effect until one of the parties notifies the other in writing of a request to modify, amend or terminate this Agreement.

25.2 Notwithstanding Article 23, the parties agree to the following re-openers during the term of this Agreement:

- Re-openers for 2024-2025 and 2025-2026 will include Article 9 (Compensation and Benefits), and up to two (2) articles selected by each party.

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

ARTICLE 26: EXECUTION OF AGREEMENT

ARTICLE 26: EXECUTION OF AGREEMENT

This Agreement is a result of good faith meetings and negotiations between CTAB and the Berryessa Union School District and was executed by both parties On May 22, 2026, and approved by the Berryessa Board of Trustees on June 17, 2026

MEMBERS OF THE COLLABORATIVE BARGINING TEAM:

CTAB	DISTRICT
Peter Tappeiner, CTA Executive Director	Ricardo Cabrera, Assistant Superintendent of Human Resources
Meghan Chiechi, School Psychologist	Joshua Quitoriano, Assistant Superintendent of Business Services
Megan Evans-Wilson, Teacher, Vinci Park	Joseph McCreary, Assistant Superintendent Of Education Services
Ginger Jenzen, Teacher, Brooktree	Christopher Mosley, Principal, Sierramont
Heather Du Bose, Teacher, Vinci Park	Samantha Rainer, Principal, Summerdale
Joseph Hermann, Teacher, Brooktree	Bettina Strickland, Administrative Assistant-Human Resources
	Matthew P. Juhl-Darlington – DWK Esq.

Signature for CTAB

Joseph Hermann (Oct 27, 2026 14:42:49 PDT)

Joseph Hermann, Bargaining Chair

Date: 10/27/2026

Signature for District

Ricardo Cabrera

Ricardo Cabrera (Oct 28, 2026 14:17:04 PDT)

Ricardo Cabrera, Asst. Supt. Human Resources

Date: 10/28/2026

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

BOARD POLICY 4013 / 5133

PERSONNEL: GENERAL

Sexual Harassment

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

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

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

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

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

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

Appendix A

ADMINISTRATIVER REGULATION 4013 / 5133

PERSONNEL: GENERAL

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," "broads," 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 who alleged sexual harassment is reported shall immediately notify the school principal of the alleged acts, or if the complaint involves the principal, immediately notify the District Compliance Officer.

The principal shall immediately forward written reports to the District Compliance Officer. If the principal receives a verbal report, the principal shall immediately notify the District Compliance Officer and, as soon as possible, forward a

written report to the District Compliance Officer. The report shall not be screened or investigated before it is forwarded to the District Compliance Officer. Failure to forward any sexual harassment report or complaint shall result in disciplinary action.

B. Employee Reports

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

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

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

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

C. Designation of "District Compliance Officer"

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

V. Investigation

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

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

VI. District Action

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

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

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

VII. Reprisals and Retaliation Forbidden

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

VIII. Right to Alternative Complaint Procedures

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

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

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

IX. Sexual Harassment as Child Abuse

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

X. Policy Distribution

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

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

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

Legal Reference:

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

Adopted: May 20, 1997

Appendix A

State/Local Fair Employment Practice Agencies (FEPA)

Department of Fair Employment and Housing (DEFH) –
Communications Headquarters
2218 Kausen Drive, Suite 100
Elk Grove, California 95758
800-884-1684

DFEH District Offices

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

Fresno District Office
1320 East Shaw Avenue, Suite 150
Fresno, California 93710

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

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

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

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

San Francisco District Office
1515 Clay Street, Suite 701
Oakland, California 94612-2512
510-622-2941

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

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

Equal Employment Opportunity Commission (EEOC) Offices

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

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

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

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

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

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

Appendix A

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.

Appendix A

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

Appendix A

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.

I. 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.

Intent

It is the intent of the Administration that:

A. Employment and advancement within the District shall be freely open to all persons regardless of creed, national origin, race/ethnicity, gender, age, citizenship, or challenging conditions.

B. Aggressive efforts shall be made to recruit members of minority communities and women on administrative levels of the work force.

C. Personnel programs shall be administered in a manner which shall insure no barriers to promotion, transfer assignments, retentions, or training on the basis of gender, race/ethnicity, national origin, creed, age, citizenship, or handicapping condition.

D. The goal of the District is to establish and maintain a staff which is reflective of the student population in racial/ethnic balance.

E. A Racial/Ethnic/Gender Survey will be taken annually. Results will be reported to the Board of Trustees by March 15th of each year.

II. Criteria

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

A. Assessment of under-represented groups in all employment classifications.

B. Representation of diverse minority groups within the staff and bilingual skills for specific occupational qualifications if job related.

C. Representation of diverse minority groups and women at the supervisory and administrative levels.

D. Selection and assignment of minorities and men to assure distribution among schools of the District with particular attention to men in the primary grades.

III. Implementation

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

A. Other factors being equal, priority shall be given to minority applicants for positions to which the assignment of a minority candidate is considered advantageous.

B. Every possible effort shall be made to encourage the opportunity for training and recruitment of minority personnel where under-utilization of women or men and minorities exists and to determine the causes for such under-utilization.

IV. Procedures

A. The district will actively seek to correct under-representation by publicizing vacancies as widely as practical in order to attract the best possible candidates.

B. The District will encourage staff members to refer to the Human Resources Office candidates they believe to be qualified for positions in the District where parity does not exist.

C. The District will actively seek and employ minority and male/female in all job classifications where disparities exist in the District.

D. The District will actively recruit minority substitutes for all job classifications.

V. Responsibilities

A. The Superintendent

1. Makes clear the intent of the Affirmative Action Program, the office's commitment to the program, and the duties and responsibilities of principals and supervisors under the program.

2. Provides for special training for school Principals, Supervisors, and Department Heads.

3. Ensures that Principals and Supervisors or Department Heads are implementing the Affirmative Action Program in their individual units.

4. Provides all necessary staff support to the Affirmative Action Program.

5. Evaluates the efforts of unit heads (Principals, Supervisors, Department Heads).

B. Assistant Superintendent of Human Resources

1. Coordinates the Affirmative Action Policy at all levels.

2. Publicizes vacancies and job specifications through appropriate agencies to give maximum opportunity for minority and women recruitment at all levels of employment, including males at the elementary level. Recruitment procedures will be clearly defined and available to the public in the Human Resources Office.
3. Evaluates personnel practices and selection processes that are discriminatory or place artificial barriers to employment of persons in all classifications. Evaluations of all personnel procedures will include and emphasize the critical and unique employment problems faced by minority women.
4. Provides a record-keeping system which allows for applicant flow analysis. Holds exit interviews whenever possible.

C. Affirmative Action Officer

1. Coordinates the Affirmative Action Policy at all levels.

2. Assists in developing and recommending in-service programs and workshops for staff to help in promoting the concept, goals, and procedures of the Affirmative Action Policy.
3. Provides information to the community and any requesting organization on policy and operational procedures of Affirmative Action progress.
4. Evaluates personnel practices and selection processes that are discriminatory or place artificial barriers to employment of persons in all classifications. Evaluations of all personnel procedures will include and emphasize the critical and unique employment problems faced by minority women.

D. Principals, Supervisors, and Department Heads

1. It shall be the responsibility of all administrators, supervisors, and department heads to see that the Affirmative Action Program is implemented in their schools, departments, or programs. Specifically, administrators and supervisors must:

a. Supply the Assistant Superintendent of Human Resources with data on their work force as the Assistant Superintendent of Human Resources may request.
b. Report any discrimination problem or policy conflicts to the Superintendent, and the Human Resources Department.
c. Inform employees and prospective employees of the District's Affirmative Action Policy and Regulations.

UNLAWFUL HARASSMENT

1. Harassment Prohibited

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

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

2. Harassment Defined

A. Harassment is defined as verbal, visual, or physical conduct or communication, including name-calling of a district employee by another district employee based on the harassed employee's race, religious creed, color, national origin, ancestry, disability, marital status, gender, or age.

1. "Verbal harassment" includes epithets, including name-calling, and other derogatory comments or slurs concerning the race, religious creed, color, national origin, ancestry, disability, marital status, gender, or age of persons who hear them.
2. "Physical harassment" includes assault, battery, impeding or blocking movement, and any other physical interference with normal work or movement that is directed at an individual on the basis of the harassed individual's race, religious creed, color, national origin, ancestry, disability, marital status, gender, or age.
3. "Visual harassment" includes posters, notices, bulletins, cartoons, drawings, graffiti, pictures, videos, and other visual media that derogate the race, religious creed, color, national origin, ancestry, disability, marital status, gender, or age of any person who observes them.

B. Harassment also includes any act of retaliation against an employee for reporting violations of this policy or for assisting or participating in the investigation of a harassment complaint.

C. Harassment does not include speech or other forms of communication protected by the First Amendment to the United States Constitution or by Article 1, Section 2 of the California Constitution.

D. The district will take disciplinary action up to and including termination against any district employee who harasses another district employee or applicant for employment in violation of these guidelines.

E. Sexual harassment is covered by policy and administrative guidelines 4013

3. Supervisors' and Managers' Responsibility

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

4. Confidentiality

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

5. Complaint

A. The district recognizes that some forms of harassment may be resolved through open discussion between the individuals involved. The district encourages any employee who believes that he or she has been harassed to directly inform the harasser that the conduct is unwelcome and must stop. The district encourages any co-worker or other employee who witnesses prohibited harassment to intervene on the victim's behalf and immediately report the harassing conduct. The district does not, however, require either the victim or witnesses to confront the harasser.

B. The District asks all employees who believe they have been harassed by another district employee, and any persons who know or believe that they have knowledge of conduct that may constitute harassment prohibited under these guidelines, to report the alleged conduct to their immediate supervisor, to any other district supervisor or manager, or to the Superintendent's Office. Reporting acts of harassment immediately will enable the district to take corrective action and to take steps to prevent additional harassment.

1. The report may be verbal or written. Using a formal complaint form is not required, although one is available in each school office, the district Human Resources Office, or the Superintendent's Office if the employee wants to use a written form.

2. A supervisory or management employee receiving a written harassment complaint from a district employee shall immediately forward it to the Superintendent's Office. A supervisory or management employee receiving a verbal complaint shall immediately notify the Superintendent's Office, reduce the complaint to writing, and within a reasonable time after receiving the complaint, forward a written report to the Superintendent's Office. Failure to report the complaint as required shall be grounds for discipline.

C. The Superintendent will investigate harassment complaints under the district's Miscellaneous Complaint Policy. The time limits stated in administrative guidelines under that policy may be waived by agreement of the district and complainant.

6. Report

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

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

7. Reprisals and Retaliation Forbidden

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

8. Employee's Right to Alternative Complaint Procedures

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

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

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

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

9. Notice to Employees

The Superintendent shall inform district employees of their right to be free from prohibited harassment under state and federal law. The Superintendent shall see that employees are aware of these guidelines

and understand that persons who are subjected to prohibited harassment may freely complain about that conduct to district officials who will promptly and thoroughly investigate their complaints, and that persons who engage in prohibited harassment will be appropriately disciplined.

Legal reference:

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

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

Appendix A

APPENDIX B: DEFINITIONS

1. **Administration, Administrator(s)** –as used in this Agreement means any individual or group of individuals employed by the Berryessa Union School District in an administrative position as defined in the Government Code Section 3540.1(g).
2. **Agreement, District, Association and Act** – as used in this Agreement are defined in Article 1.1 of this Agreement.
3. **Collaboration or Working on a Collaborative Basis** – as used in this Agreement means a process in which administrators and unit members come together and discuss ideas and proposals in an open and forthright manner with the goal of solving problems through a team approach. Two principles are central to this process: the arrival at solutions to problems is based on the broadest possible consensus of the individuals involved; and the rights of those individuals who are of the minority opinion or position are protected to as great an extent as possible.
4. **Collaborative Bargaining Team** – The composition of the Collaborative Bargaining Team has an agreed upon number of administrators chosen by the District and an agreed upon number of unit members chosen by the Association. The Collaborative Bargaining Team uses the interest-based collaborative process for negotiations and problem solving.
5. **Conferee** – a conferee is a fellow faculty member, department head, supervisor, administrator, organization representative, or other individual (Article 7.2.1).
6. **Designee** – as used in this Agreement means any individual chosen, either on a one time or on an ongoing basis, by a manager to represent him/her in the labor management relationship created through this Agreement.
7. **Domestic Partner** – Domestic partners, as defined under CalPERS Health Benefits Program, are same sex over the age of 18, or opposite-sex age 62 or older whose domestic partnership is registered with the Secretary of State. A "Declaration of Domestic Partnership" (DPA 680) form must be submitted to the Secretary of State. (The form is available at the county clerk offices and at the Office of the Secretary of State.) As of January 1, 2002, opposite-sex domestic partners with just one partner age 62 or older will also be eligible to register with the Secretary of State.
8. **Egregious** – Remarkably bad; flagrant.
9. **Emergency** – as used in this Agreement means a sudden unexpected happening, or an unforeseen occurrence or condition, or a sudden or unexpected occasion for action.
10. **Unit Member** – as used in this Agreement means any individual who is employed by the Berryessa Union School District and is a member of the Certificated Bargaining Unit.
11. **Grievance** – an allegation by a grievant that he/she has been adversely affected by a violation of the specific provision of the contract. Actions to challenge or change the policies of the District as set forth in the rules and regulations, or administrative procedures, must be undertaken through separate processes. (Article 7.3.1)

12. **Grievant** – A unit member, a group of unit members having the same grievance or the Association when filed by the Association President or designee. (Art. 7.3.1)
13. **Management** – as used in this Agreement means any individual or group of individuals employed by the Berryessa Union School District in an administrative position as defined in Government Code Section 3540.1(g).
14. **Party or Parties** – as used in this Agreement means an individual or group representing the labor or management partners to this Agreement, or individuals or groups who are administrators or unit members at school or District sites.
15. **Per Diem Rate of Pay or Per Diem** – as used in this Agreement is the salary of a unit member as defined in Article 9.3 of this Agreement divided by the number of days in the regular unit member work year. (See 14.8.1 and 14.8.2 for work year.)
16. **Salary** – a unit member's salary is where they are placed on the salary schedule plus special compensation for those unit members identified in the current contract in Appendix A, Item 4. (Article 9.3)
17. **Site Administrator** – as used in this Agreement means any individual employed by the Berryessa Union School District in an administrative position at a specific school site as defined in Government Code Section 3540.1(g)
18. **Working Day** – a "working day" is any day on which the central administrative offices of the Berryessa Union School District office are open for business. (Article 7.3.3)

Appendix B

APPENDIX C1: 2026-2027 CERTIFICATED TEACHER SALARY SCHEDULE

BERRYESSA UNION SCHOOL DISTRICT

Regular 2026-27 Teacher Salary Schedule Effective 07/01/2026 3.0%

185 Days

Step\Range	C		D		E		F		G	
	BA+30	MA	BA+45	MA	BA+60	MA	BA+75	MA	BA+90	MA
1	74,897	76,822	76,366	78,291	77,836	79,761	78,253	80,178	82,095	84,020
2	76,366	78,291	77,836	79,761	79,302	81,227	81,799	83,724	85,638	87,563
3	77,836	79,761	79,302	81,227	81,666	83,591	85,340	87,265	89,181	91,106
4	79,302	81,227	81,208	83,133	85,190	87,115	88,878	90,803	92,724	94,649
5	80,910	82,835	86,316	88,241	88,723	90,648	92,419	94,344	96,265	98,190
6	84,453	86,378	90,257	92,182	92,248	94,173	95,964	97,889	99,785	101,710
7	87,995	89,920	94,191	96,116	95,773	97,698	99,509	101,434	103,351	105,276
8	91,539	93,464	98,130	100,055	99,301	101,226	103,055	104,980	106,897	108,822
9	95,080	97,005	102,068	103,993	102,828	104,753	106,597	108,522	110,431	112,356
10	95,080	97,005	106,002	107,927	106,353	108,278	110,138	112,063	113,976	115,901
11	95,080	97,005	106,002	107,927	109,881	111,806	113,682	115,607	117,519	119,444
12	95,080	97,005	106,002	107,927	111,745	113,670	117,223	119,148	121,059	122,984
13	95,080	97,005	106,002	107,927	113,613	115,538	120,767	122,692	124,602	126,527
14	95,080	97,005	106,002	107,927	115,477	117,402	120,767	122,692	124,602	126,527
15	95,080	97,005	106,002	107,927	117,343	119,268	124,915	126,840	128,752	130,677
16	95,080	97,005	106,002	107,927	117,343	119,268	124,915	126,840	128,752	130,677
17	95,080	97,005	106,002	107,927	121,076	123,001	129,061	130,986	132,901	134,826
18	95,080	97,005	106,002	107,927	121,076	123,001	129,061	130,986	132,901	134,826
19	95,080	97,005	106,002	107,927	124,811	126,736	133,209	135,134	137,051	138,976
20	95,080	97,005	106,002	107,927	124,811	126,736	133,209	135,134	137,051	138,976
21	95,080	97,005	106,002	107,927	126,679	128,604	135,284	137,209	139,124	141,049

* Master's Degree Stipend included in the MA column on the schedule
* Doctoral Stipend 3% of cell placement
* Longevity:
  Year 22 -25 Year add $2,000 to Year 21
  Year 26 -29 Year add $3,000 to Year 21
  Year 30 Year add $4,000 to Year 21

Board Approved: 06/17/2026

Signature _____

Date 6/17/2026

Appendix C1

APPENDIX C2: 2026-2027 BOARD CERTIFIED BEHAVIOR ANALYST SALARY SCHEDULE

BERRYESSA UNION SCHOOL DISTRICT

2026-27 Board Certified Behavior Analyst Effective 07/01/2026 3.0%

195 Days

Step\Range	C		D		E		F		G	
	BA+30	MA	BA+45	MA	BA+60	MA	BA+75	MA	BA+90	MA
1	93,032	94,957	94,733	96,658	96,435	98,360	96,923	98,848	101,377	103,302
2	94,733	96,658	96,435	98,360	98,140	100,065	101,034	102,959	105,485	107,410
3	96,435	98,360	98,140	100,065	100,879	102,804	105,143	107,068	109,591	111,516
4	98,140	100,065	100,348	102,273	104,966	106,891	109,242	111,167	113,699	115,624
5	100,004	101,929	106,269	108,194	109,061	110,986	113,352	115,277	117,806	119,731
6	104,110	106,035	110,842	112,767	113,150	115,075	117,457	119,382	121,888	123,813
7	108,220	110,145	115,403	117,328	117,236	119,161	121,570	123,495	126,024	127,949
8	112,327	114,252	119,967	121,892	121,327	123,252	125,681	127,606	130,136	132,061
9	116,430	118,355	124,538	126,463	125,416	127,341	129,788	131,713	134,229	136,154
10	116,430	118,355	129,100	131,025	129,500	131,425	133,891	135,816	138,342	140,267
11	116,430	118,355	129,100	131,025	133,593	135,518	137,997	139,922	142,446	144,371
12	116,430	118,355	129,100	131,025	135,758	137,683	142,104	144,029	146,554	148,479
13	116,430	118,355	129,100	131,025	137,920	139,845	146,215	148,140	150,664	152,589
14	116,430	118,355	129,100	131,025	140,085	142,010	146,215	148,140	150,664	152,589
15	116,430	118,355	129,100	131,025	142,248	144,173	151,024	152,949	155,475	157,400
16	116,430	118,355	129,100	131,025	142,248	144,173	151,024	152,949	155,475	157,400
17	116,430	118,355	129,100	131,025	146,577	148,502	155,833	157,758	160,284	162,209
18	116,430	118,355	129,100	131,025	146,577	148,502	155,833	157,758	160,284	162,209
19	116,430	118,355	129,100	131,025	150,904	152,829	160,644	162,569	165,099	167,024
20	116,430	118,355	129,100	131,025	150,904	152,829	160,644	162,569	165,099	167,024
21	116,430	118,355	129,100	131,025	153,069	154,994	163,048	164,973	167,502	169,427

* Master's Degree Stipend included in the MA column on the schedule
* Doctoral Stipend 3% of cell placement
* Longevity:
  Year 22 -25 Year add $2,000 to Year 21
  Year 26 -29 Year add $3,000 to Year 21
  Year 30 Year add $4,000 to Year 21

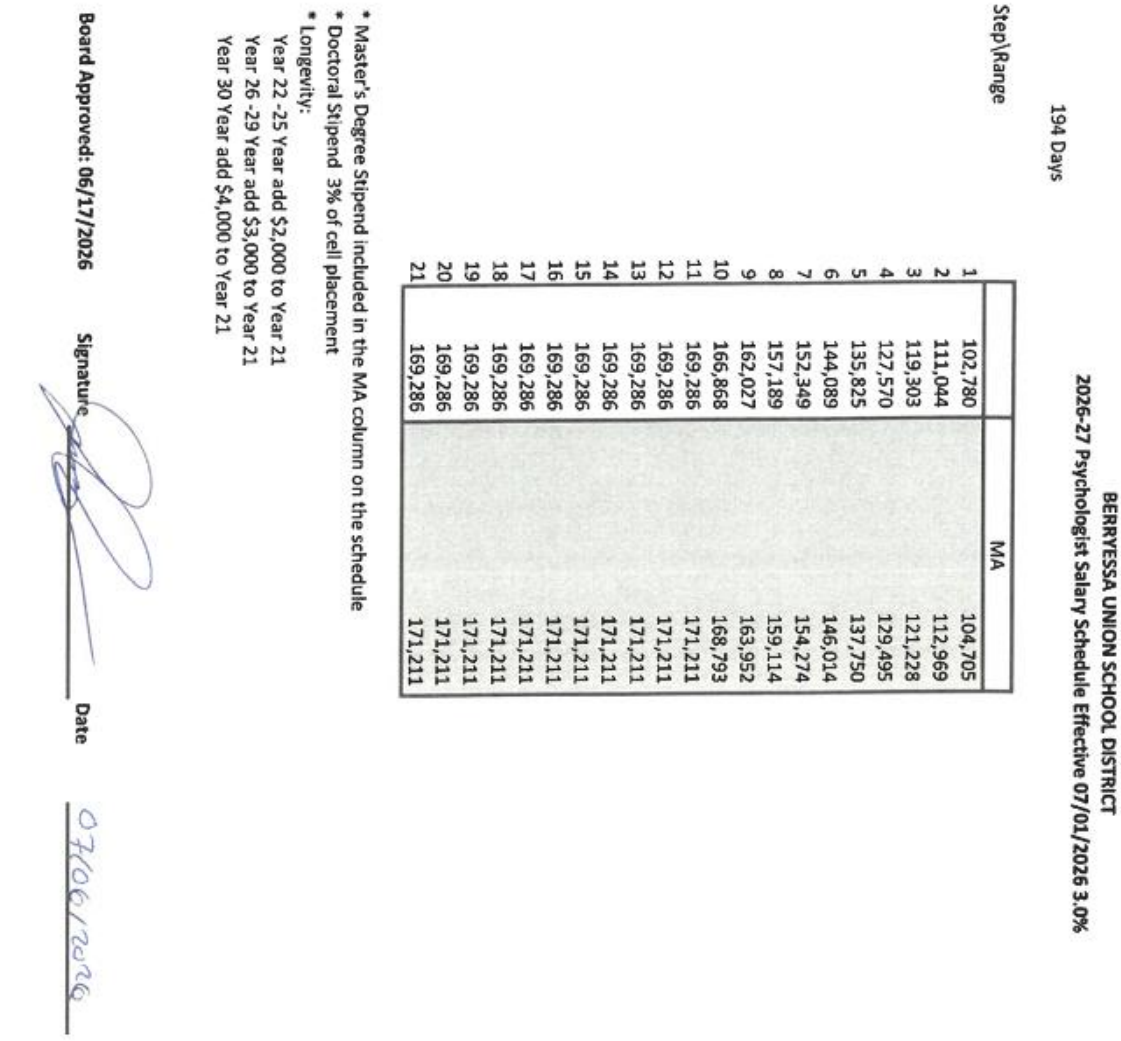
Board Approved: 06/17/2026

Signature

Date 6/26/2026

Appendix C2

APPENDIX C3: 2026-2027 CERTIFICATED PSYCHOLOGIST SALARY SCHEDULE



BERRYESSA UNION SCHOOL DISTRICT

2026-27 Psychologist Salary Schedule Effective 07/01/2026 3.0%

194 Days

Step\Range	MA
1	102,780
2	111,044
3	119,303
4	127,570
5	135,825
6	144,089
7	152,349
8	157,189
9	162,027
10	166,868
11	169,286
12	169,286
13	169,286
14	169,286
15	169,286
16	169,286
17	169,286
18	169,286
19	169,286
20	169,286
21	169,286

MA
104,705
112,969
121,228
129,495
137,750
146,014
154,274
159,114
163,952
168,793
171,211
171,211
171,211
171,211
171,211
171,211
171,211
171,211
171,211
171,211
171,211

* Master's Degree Stipend included in the MA column on the schedule
* Doctoral Stipend 3% of cell placement
* Longevity:
  - Year 22 -25 Year add $2,000 to Year 21
  - Year 26 -29 Year add $3,000 to Year 21
  - Year 30 Year add $4,000 to Year 21

Board Approved: 06/17/2026 **Signature** **Date** 07/06/2026

APPENDIX C4: 2026-2027 CERTIFICATED SPEECH LANGUAGE PATHOLOGIST SALARY SCHEDULE

BERRYESSA UNION SCHOOL DISTRICT

2026-27 Speech Language Pathologist Salary Schedule Effective 07/01/2026 3.0%

185 Days

Step\Range	C		D		E		F		G	
	BA+30	MA	BA+45	MA	BA+60	MA	BA+75	MA	BA+90	MA
1	88,262	90,187	89,875	91,800	91,491	93,416	91,951	93,876	96,178	98,103
2	89,875	91,800	91,491	93,416	93,106	95,031	95,854	97,779	100,075	102,000
3	91,491	93,416	93,106	95,031	95,706	97,631	99,749	101,674	103,970	105,895
4	93,106	95,031	95,202	97,127	99,583	101,508	103,639	105,564	107,869	109,794
5	94,874	96,799	100,819	102,744	103,469	105,394	107,537	109,462	111,764	113,689
6	98,771	100,696	105,157	107,082	107,349	109,274	111,433	113,358	115,636	117,561
7	102,668	104,593	109,484	111,409	111,224	113,149	115,335	117,260	119,560	121,485
8	106,567	108,492	113,815	115,740	115,104	117,029	119,235	121,160	123,461	125,386
9	110,460	112,385	118,149	120,074	118,984	120,909	123,131	125,056	127,345	129,270
10	110,460	112,385	122,478	124,403	122,860	124,785	127,024	128,949	131,247	133,172
11	110,460	112,385	122,478	124,403	126,740	128,665	130,920	132,845	135,142	137,067
12	110,460	112,385	122,478	124,403	128,795	130,720	134,817	136,742	139,038	140,963
13	110,460	112,385	122,478	124,403	130,846	132,771	138,717	140,642	142,936	144,861
14	110,460	112,385	122,478	124,403	132,900	134,825	138,717	140,642	142,936	144,861
15	110,460	112,385	122,478	124,403	134,952	136,877	143,279	145,204	147,500	149,425
16	110,460	112,385	122,478	124,403	134,952	136,877	143,279	145,204	147,500	149,425
17	110,460	112,385	122,478	124,403	139,059	140,984	147,840	149,765	152,064	153,989
18	110,460	112,385	122,478	124,403	139,059	140,984	147,840	149,765	152,064	153,989
19	110,460	112,385	122,478	124,403	143,165	145,090	152,405	154,330	156,632	158,557
20	110,460	112,385	122,478	124,403	143,165	145,090	152,405	154,330	156,632	158,557
21	110,460	112,385	122,478	124,403	145,220	147,145	154,686	156,611	158,911	160,836

* Master's Degree Stipend included in the MA column on the schedule
* Doctoral Stipend 3% of cell placement
* Longevity:
  Year 22 -25 Year add $2,000 to Year 21
  Year 26 -29 Year add $3,000 to Year 21
  Year 30 Year add $4,000 to Year 21

Board Approved: 06/17/2026

Signature _____ **Date** 07/06/2026

APPENDIX C5: 2026-2027 PROGRAM SPECIALIST SALARY SCHEDULE

BERRYESSA UNION SCHOOL DISTRICT

2026-27 Program Specialist Effective 07/01/2026 3.0%

196 Days

Step\Range	C		D		E		F		G	
	BA+30	MA	BA+45	MA	BA+60	MA	BA+75	MA	BA+90	MA
1	87,339	89,264	89,051	90,976	90,766	92,691	91,251	93,176	95,730	97,655
2	89,051	90,976	90,766	92,691	92,474	94,399	95,387	97,312	99,864	101,789
3	90,766	92,691	92,474	94,399	95,231	97,156	99,516	101,441	103,995	105,920
4	92,474	94,399	94,697	96,622	99,340	101,265	103,642	105,567	108,126	110,051
5	94,351	96,276	100,654	102,579	103,460	105,385	107,773	109,698	112,257	114,182
6	98,481	100,406	105,252	107,177	107,573	109,498	111,903	113,828	116,360	118,285
7	102,613	104,538	109,838	111,763	111,683	113,608	116,040	117,965	120,519	122,444
8	106,743	108,668	114,430	116,355	115,796	117,721	120,174	122,099	124,654	126,579
9	110,874	112,799	119,024	120,949	119,910	121,835	124,305	126,230	128,776	130,701
10	110,874	112,799	123,610	125,535	124,019	125,944	128,434	130,359	132,909	134,834
11	110,874	112,799	123,610	125,535	128,133	130,058	132,566	134,491	137,042	138,967
12	110,874	112,799	123,610	125,535	130,308	132,233	136,694	138,619	141,168	143,093
13	110,874	112,799	123,610	125,535	132,485	134,410	140,829	142,754	145,300	147,225
14	110,874	112,799	123,610	125,535	134,659	136,584	140,829	142,754	145,300	147,225
15	110,874	112,799	123,610	125,535	136,836	138,761	145,665	147,590	150,139	152,064
16	110,874	112,799	123,610	125,535	136,836	138,761	145,665	147,590	150,139	152,064
17	110,874	112,799	123,610	125,535	141,188	143,113	150,499	152,424	154,978	156,903
18	110,874	112,799	123,610	125,535	141,188	143,113	150,499	152,424	154,978	156,903
19	110,874	112,799	123,610	125,535	145,544	147,469	155,337	157,262	159,817	161,742
20	110,874	112,799	123,610	125,535	145,544	147,469	155,337	157,262	159,817	161,742
21	110,874	112,799	123,610	125,535	147,723	149,648	157,757	159,682	162,234	164,159

* Master's Degree Stipend included in the MA column on the schedule
* Doctoral Stipend 3% of cell placement
* Longevity:
  Year 22 -25 Year add $2,000 to Year 21
  Year 26 -29 Year add $3,000 to Year 21
  Year 30 Year add $4,000 to Year 21

Board Approved: 06/17/2026

Signature _____

Date 7/06/2026

APPENDIX C6: 2026-2027 NON-ELD TEACHERS SALARY SCHEDULE

BERRYESSA UNION SCHOOL DISTRICT

Regular 2026-27 Non-ELD Teacher Salary Schedule Effective 07/01/2026 3.0%

185 Days

Step\Range	C		D		E		F		G	
	BA+30	MA	BA+45	MA	BA+60	MA	BA+75	MA	BA+90	MA
1	73,660	75,585	75,106	77,031	76,551	78,476	76,961	78,886	80,740	82,665
2	75,106	77,031	76,551	78,476	77,994	79,919	80,448	82,373	84,224	86,149
3	76,551	78,476	77,994	79,919	80,317	82,242	83,932	85,857	87,709	89,634
4	77,994	79,919	79,867	81,792	83,783	85,708	87,411	89,336	91,194	93,119
5	79,575	81,500	84,891	86,816	87,259	89,184	90,894	92,819	94,676	96,601
6	83,059	84,984	88,767	90,692	90,725	92,650	94,380	96,305	98,137	100,062
7	86,544	88,469	92,637	94,562	94,192	96,117	97,866	99,791	101,646	103,571
8	90,027	91,952	96,510	98,435	97,662	99,587	101,353	103,278	105,132	107,057
9	93,511	95,436	100,384	102,309	101,131	103,056	104,839	106,764	108,609	110,534
10	93,511	95,436	104,252	106,177	104,598	106,523	108,320	110,245	112,095	114,020
11	93,511	95,436	104,252	106,177	108,067	109,992	111,805	113,730	115,579	117,504
12	93,511	95,436	104,252	106,177	109,901	111,826	115,288	117,213	119,062	120,987
13	93,511	95,436	104,252	106,177	111,737	113,662	118,773	120,698	122,545	124,470
14	93,511	95,436	104,252	106,177	113,571	115,496	118,773	120,698	122,545	124,470
15	93,511	95,436	104,252	106,177	115,406	117,331	122,853	124,778	126,627	128,552
16	93,511	95,436	104,252	106,177	115,406	117,331	122,853	124,778	126,627	128,552
17	93,511	95,436	104,252	106,177	119,077	121,002	126,930	128,855	130,708	132,633
18	93,511	95,436	104,252	106,177	119,077	121,002	126,930	128,855	130,708	132,633
19	93,511	95,436	104,252	106,177	122,751	124,676	131,011	132,936	134,790	136,715
20	93,511	95,436	104,252	106,177	122,751	124,676	131,011	132,936	134,790	136,715
21	93,511	95,436	104,252	106,177	124,588	126,513	133,051	134,976	136,828	138,753

* Master's Degree Stipend included in the MA column on the schedule
* Doctoral Stipend 3% of cell placement
* Longevity:
  Year 22 -25 Year add $2,000 to Year 21
  Year 26 -29 Year add $3,000 to Year 21
  Year 30 Year add $4,000 to Year 21

Board Approved: 06/17/2026

Signature

Date 07/06/2026

APPENDIX C7: 2026-2027 COUNSELOR SALARY SCHEDULE

BERRYESSA UNION SCHOOL DISTRICT

2026-27 Counselor Salary Schedule Effective 07/01/2026 3.0%

196 Days

Step\Range	C		D		E		F		G	
	BA+30	MA	BA+45	MA	BA+60	MA	BA+75	MA	BA+90	MA
1	79,398	81,323	80,955	82,880	82,514	84,439	82,956	84,881	87,029	88,954
2	80,955	82,880	82,514	84,439	84,068	85,993	86,716	88,641	90,786	92,711
3	82,514	84,439	84,068	85,993	86,574	88,499	90,470	92,395	94,541	96,466
4	84,068	85,993	86,089	88,014	90,310	92,235	94,221	96,146	98,298	100,223
5	85,774	87,699	91,504	93,429	94,056	95,981	97,975	99,900	102,052	103,977
6	89,529	91,454	95,682	97,607	97,794	99,719	101,732	103,657	105,783	107,708
7	93,286	95,211	99,853	101,778	101,531	103,456	105,490	107,415	109,564	111,489
8	97,040	98,965	104,027	105,952	105,270	107,195	109,250	111,175	113,322	115,247
9	100,795	102,720	108,204	110,129	109,008	110,933	113,005	114,930	117,069	118,994
10	100,795	102,720	112,373	114,298	112,745	114,670	116,758	118,683	120,827	122,752
11	100,795	102,720	112,373	114,298	116,486	118,411	120,515	122,440	124,584	126,509
12	100,795	102,720	112,373	114,298	118,462	120,387	124,269	126,194	128,335	130,260
13	100,795	102,720	112,373	114,298	120,441	122,366	128,026	129,951	132,092	134,017
14	100,795	102,720	112,373	114,298	122,418	124,343	128,026	129,951	132,092	134,017
15	100,795	102,720	112,373	114,298	124,397	126,322	132,423	134,348	136,490	138,415
16	100,795	102,720	112,373	114,298	124,397	126,322	132,423	134,348	136,490	138,415
17	100,795	102,720	112,373	114,298	128,353	130,278	136,818	138,743	140,890	142,815
18	100,795	102,720	112,373	114,298	128,353	130,278	136,818	138,743	140,890	142,815
19	100,795	102,720	112,373	114,298	132,313	134,238	141,216	143,141	145,289	147,214
20	100,795	102,720	112,373	114,298	132,313	134,238	141,216	143,141	145,289	147,214
21	100,795	102,720	112,373	114,298	134,294	136,219	143,416	145,341	147,487	149,412

* Master's Degree Stipend included in the MA column on the schedule
* Doctoral Stipend 3% of cell placement
* Longevity:
  Year 22 -25 Year add $2,000 to Year 21
  Year 26 -29 Year add $3,000 to Year 21
  Year 30 Year add $4,000 to Year 21

Board Approved: 06/17/2026

Signature _____

Date 07/06/2026

APPENDIX C8: 2026-2027 TEACHER ADVISOR SALARY SCHEDULE after to 2017

BERRYESSA UNION SCHOOL DISTRICT

2026-27 Teacher Advisor Salary Schedule after 2017 Effective 07/01/2026 3.0%

194 Days

Step\Range	C		D		E		F		G	
	BA+30	MA	BA+45	MA	BA+60	MA	BA+75	MA	BA+90	MA
1	78,580	80,505	80,121	82,046	81,664	83,589	82,101	84,026	86,132	88,057
2	80,121	82,046	81,664	83,589	83,201	85,126	85,822	87,747	89,849	91,774
3	81,664	83,589	83,201	85,126	85,682	87,607	89,536	91,461	93,566	95,491
4	83,201	85,126	85,201	87,126	89,378	91,303	93,249	95,174	97,285	99,210
5	84,890	86,815	90,561	92,486	93,085	95,010	96,964	98,889	100,999	102,924
6	88,606	90,531	94,696	96,621	96,784	98,709	100,683	102,608	104,691	106,616
7	92,323	94,248	98,822	100,747	100,483	102,408	104,402	106,327	108,433	110,358
8	96,039	97,964	102,956	104,881	104,183	106,108	108,122	110,047	112,154	114,079
9	99,756	101,681	107,088	109,013	107,885	109,810	111,839	113,764	115,862	117,787
10	99,756	101,681	111,214	113,139	111,583	113,508	115,555	117,480	119,580	121,505
11	99,756	101,681	111,214	113,139	115,285	117,210	119,273	121,198	123,298	125,223
12	99,756	101,681	111,214	113,139	117,241	119,166	122,986	124,911	127,012	128,937
13	99,756	101,681	111,214	113,139	119,199	121,124	126,705	128,630	130,730	132,655
14	99,756	101,681	111,214	113,139	121,156	123,081	126,705	128,630	130,730	132,655
15	99,756	101,681	111,214	113,139	123,114	125,039	131,057	132,982	135,083	137,008
16	99,756	101,681	111,214	113,139	123,114	125,039	131,057	132,982	135,083	137,008
17	99,756	101,681	111,214	113,139	127,030	128,955	135,408	137,333	139,436	141,361
18	99,756	101,681	111,214	113,139	127,030	128,955	135,408	137,333	139,436	141,361
19	99,756	101,681	111,214	113,139	130,949	132,874	139,761	141,686	143,791	145,716
20	99,756	101,681	111,214	113,139	130,949	132,874	139,761	141,686	143,791	145,716
21	99,756	101,681	111,214	113,139	132,908	134,833	141,937	143,862	145,966	147,891

* Master's Degree Stipend included in the MA column on the schedule
* Doctoral Stipend 3% of cell placement
* Longevity:
  Year 22 -25 Year add $2,000 to Year 21
  Year 26 -29 Year add $3,000 to Year 21
  Year 30 Year add $4,000 to Year 21

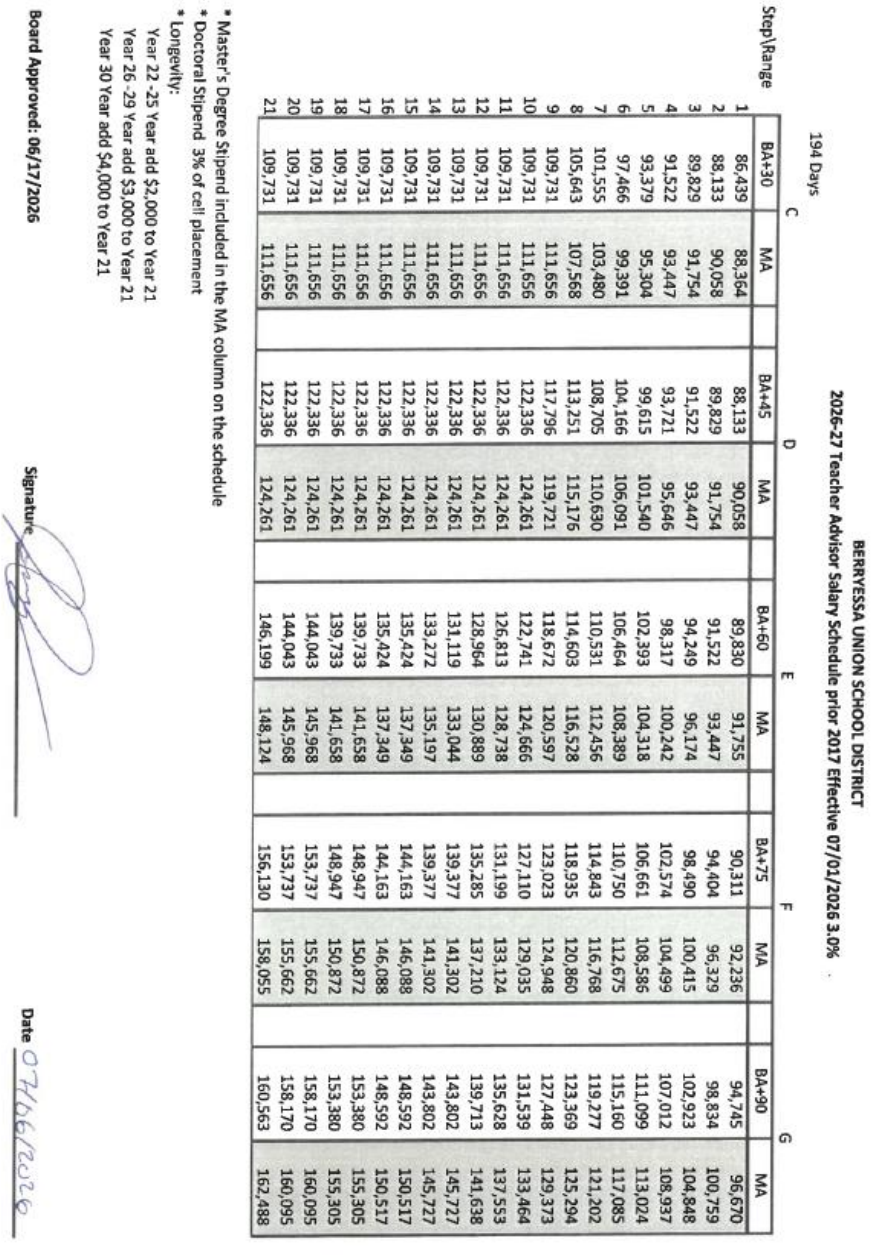
Board Approved: 06/17/2026

Signature

Date 06/17/2026

Appendix C8

APPENDIX C9: 2026-2027 TEACHER ADVISOR SALARY SCHEDULE prior to 2017



BERRYESSA UNION SCHOOL DISTRICT

2026-27 Teacher Advisor Salary Schedule prior 2017 Effective 07/01/2026 3.0%

194 Days

Step\Range	C		D		E		F		G	
	BA+30	MA	BA+45	MA	BA+60	MA	BA+75	MA	BA+90	MA
1	86,439	88,364	88,133	90,058	89,830	91,755	90,311	92,236	94,745	96,670
2	88,133	90,058	89,829	91,754	91,522	93,447	94,404	96,329	98,834	100,759
3	89,829	91,754	91,522	93,447	94,249	96,174	98,490	100,415	102,923	104,848
4	91,522	93,447	93,721	95,646	98,317	100,242	102,574	104,499	107,012	108,937
5	93,379	95,304	99,615	101,540	102,393	104,318	106,661	108,586	111,099	113,024
6	97,466	99,391	104,166	106,091	106,464	108,389	110,750	112,675	115,160	117,085
7	101,555	103,480	108,705	110,630	110,531	112,456	114,843	116,768	119,277	121,202
8	105,643	107,568	113,251	115,176	114,603	116,528	118,935	120,860	123,369	125,294
9	109,731	111,656	117,796	119,721	118,672	120,597	123,023	124,948	127,448	129,373
10	109,731	111,656	122,336	124,261	122,741	124,666	127,110	129,035	131,539	133,464
11	109,731	111,656	122,336	124,261	126,813	128,738	131,199	133,124	135,628	137,553
12	109,731	111,656	122,336	124,261	128,964	130,889	135,285	137,210	139,713	141,638
13	109,731	111,656	122,336	124,261	131,119	133,044	139,377	141,302	143,802	145,727
14	109,731	111,656	122,336	124,261	133,272	135,197	139,377	141,302	143,802	145,727
15	109,731	111,656	122,336	124,261	135,424	137,349	144,163	146,088	148,592	150,517
16	109,731	111,656	122,336	124,261	135,424	137,349	144,163	146,088	148,592	150,517
17	109,731	111,656	122,336	124,261	139,733	141,658	148,947	150,872	153,380	155,305
18	109,731	111,656	122,336	124,261	139,733	141,658	148,947	150,872	153,380	155,305
19	109,731	111,656	122,336	124,261	144,043	145,968	153,737	155,662	158,170	160,095
20	109,731	111,656	122,336	124,261	144,043	145,968	153,737	155,662	158,170	160,095
21	109,731	111,656	122,336	124,261	146,199	148,124	156,130	158,055	160,563	162,488

* Master's Degree Stipend included in the MA column on the schedule
* Doctoral Stipend 3% of cell placement
* Longevity:
  Year 22 -25 Year add $2,000 to Year 21
  Year 26 -29 Year add $3,000 to Year 21
  Year 30 Year add $4,000 to Year 21

Board Approved: 06/17/2026

Signature

Date 07/06/2026

APPENDIX D: SUPPLEMENTAL PAY ACTIVITIES

S = Stipend

H = Hourly Rate

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

IS/Tech Help – (H)

STAR 9 Coordinator – (S)

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

English Language Development (ELD) Coordinator – (S)

Homework Center – (H)

Supplemental Instruction (SI) Teachers – (H)

Middle School Based Extra Curricular Sports – (S)

Middle School Based Activities Director – (S)

Middle School Based Athletic Director – (S)

Appendix D

APPENDIX E: CERTIFICATED EMPLOYEES EVALUATION SYSTEM

Berryessa Union School District

Appendix Contents:

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

BERRYESSA UNION SCHOOL DISTRICT

SUMMARY EVALUATION – NARRATIVE

MID-YEAR REVIEW ☐
END OF THE YEAR REVIEW ☐

Teacher _____ School Site _____ Date _____

STANDARD I - Engaging and Supporting All Students in Learning *Comments:* *Commendations:* *Recommendations:*	**STANDARD II - Creating & Maintaining Effective Environments for Student Learning** *Comments:* *Commendations:* *Recommendations:*
STANDARD III - Understanding & Organizing Subject Matter for Student Learning *Comments:* *Commendations:* *Recommendations:*	**STANDARD IV - Planning Instruction & Designing Learning Experiences for All Students** *Comments:* *Commendations:* *Recommendations:*
STANDARD V - Assessing Students for Learning *Comments:* *Commendations:* *Recommendations:*	**STANDARD VI - Developing as a Professional Educator** *Comments:* *Commendations:* *Recommendations:*

Updated 04/07/25

Appendix E

BERRYESSA UNION SCHOOL DISTRICT
CERTIFICATED EVALUATION FORM

Teacher _____ School Site _____ Date _____

1. DOES NOT MEET STANDARDS
2. APPROACHING STANDARDS
3. MEETS STANDARDS
4. EXCEED STANDARDS

CSTP 1: Engaging and Supporting All Students in Learning		Does not Meet Standards	Approaching Standards	Meets Standards	Exceeds Standards
1A Focus on Student: Teachers plan and implement a student-centered learning perspective that frames diversity as an educational asset and supports each student in relevant and challenging experiences that explore students' identities and extend their learning.	**MID**	☐	☐	☐	☐
	END	☐	☐	☐	☐
1B Knowledge of Students: Teachers elicit and solicit knowledge of each student's assets and needs, including cognitive, cultural and linguistic, social–emotional, and physical and developmental capacities, in the service of increasing active engagement in learning.	**MID**	☐	☐	☐	☐
	END	☐	☐	☐	☐
1C Student Backgrounds and Family Engagement: Teachers meaningfully engage and form partnerships with families, guardians, and caregivers in addressing each student's learning needs, health, and well-being, and are responsive to the range of economic, social, cultural, linguistic, and community factors that affect student development and learning.	**MID**	☐	☐	☐	☐
	END	☐	☐	☐	☐
1D Diversity and Equity: Teachers are responsive to students' diverse experiences, cultures, languages, identities, interests, strengths, and needs and apply evidence-based principles that intentionally cultivate equitable access, opportunities, and positive outcomes for each student.	**MID**	☐	☐	☐	☐
	END	☐	☐	☐	☐

Overall Standard 1: ☐ **Meets Standards** ☐ **Does Not Meet Standards**

Updated 04/07/25

Appendix E

CSTP 2: Creating & Maintaining Effective Environments for Student Learning		Does Not Meet Standards	Approaching Standards	Meets Standards	Exceeds Standards
2A Learning Environment: Teachers guide learning through mutually respectful, supportive, and challenging experiences that result in each student's academic and social-emotional growth.	MID	☐	☐	☐	☐
	END	☐	☐	☐	☐
2B Student Behavior: Teachers communicate, model, practice, and sustain high standards of individual and group behavior that reflect, affirm, and respect diversity, and facilitate productive interactions to maximize opportunities for each student to learn and thrive.	MID	☐	☐	☐	☐
	END	☐	☐	☐	☐
2C Organizational and Resource Management: Teachers organize and manage learning structures, processes, resources, and supports in order to provide a safe and productive learning environment in which each student can grow and thrive.	MID	☐	☐	☐	☐
	END	☐	☐	☐	☐
2D Inclusive Environment: Teachers build on students' assets—students' abilities and talents, prior learning and peer and social group interactions, languages and cultures, and family and community experiences— to ensure that students' identities are included in classroom interactions and future learning experiences.	MID	☐	☐	☐	☐
	END	☐	☐	☐	☐

Overall Standard 2: ☐ **Meets Standards** ☐ **Does Not Meet Standards**

CSTP 3: – Understanding & Organizing Subject Matter for Student Learning		Does Not Meet Standards	Approaching Standards	Meets Standards	Exceeds Standards
3A Knowledge of Subject Matter and Pedagogy: Teachers identify, organize, and teach key concepts, underlying themes, and relationships that address pre–K–12 state content standards and local subject- and grade-level expectations, and also promote students' social–emotional and language development.	MID	☐	☐	☐	☐
	END	☐	☐	☐	☐
	MID	☐	☐	☐	☐

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3B Connecting Subject Matter to Real-World Contexts: Teachers engage students in real-world applications and leverage students' unique backgrounds, perspectives, and cultural identities to make learning authentic, relevant, and meaningful.	**END**	☐	☐	☐	☐
3C Curriculum and Resources for Specific Students and Student Groups: Teachers design and implement content and resources that enable equitable access for every learner, including those with more complex needs, to essential academic and social–emotional concepts, to promote each learner's growth.	**MID**	☐	☐	☐	☐
	END	☐	☐	☐	☐
3D Content and Skills across Subjects: Teachers elevate learning experiences, enabling students to apply knowledge and skills across content areas to identify issues, explore proposed solutions, and examine relevant, complex subject matter.	**MID**	☐	☐	☐	☐
	END	☐	☐	☐	☐
3E Curriculum Materials and Resources: Teachers select, use, and adapt standards-aligned instructional materials, evidence-based resources, and varied technologies to increase content and social–emotional learning options that are accessible, equitable, and culturally responsive and sustaining for each student.	**MID**	☐	☐	☐	☐
	END	☐	☐	☐	☐

Overall Standard 3: ☐ **Meets Standards** ☐ **Does Not Meet Standards**

CSTP 4: – Planning Instruction & Designing Learning Experiences for All Students		**Does Not Meet Standards**	**Approaching Standards**	**Meets Standards**	**Exceeds Standards**
4A Planning Instruction for Student Learning: Teachers shape instructional plans that are informed by student goals, curriculum, evidence-based teaching strategies, materials, and resources attuned to the broad range of students' identities, prior knowledge, areas for growth, and interests.	**MID**	☐	☐	☐	☐
	END	☐	☐	☐	☐

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4B: Designing and Developing Instruction for Student Learning: Teachers use varied instructional practices to craft effective learning experiences focused on the students they serve and the curriculum they teach.	**MID**	☐	☐	☐	☐
	END	☐	☐	☐	☐
4C Facilitating Instruction for Student Learning: Teachers advance student learning by employing varied instructional strategies and supports that help build students' knowledge and skills and that facilitate student engagement, well-being, and efficacy.	**MID**	☐	☐	☐	☐
	END	☐	☐	☐	☐
4D Adapting Instruction for Student Learning: Teachers vary their instructional practices to differentiate the kinds of student learning activities and levels of support needed to address the breadth of students' identified assets and needs.	**MID**	☐	☐	☐	☐
	END	☐	☐	☐	☐

Overall Standard 4: ☐ **Meets Standards** ☐ **Does Not Meet Standards**

CSTP 5: – Assessing Students for Learning		**Does not Meet Standards**	**Approaching Standards**	**Meets Standards**	**Exceeds Standards**
5A Understanding and Using Assessments: Teachers understand different assessment types and purposes and use multiple methods of assessing students to intentionally collect, analyze, and interpret information directed toward supporting each student's achievement and well-being.	**MID**	☐	☐	☐	☐
	END	☐	☐	☐	☐
5B Interpreting and Using Assessment Data to Inform Student Learning: Teachers apply varied data sources to access meaningful information for planning and differentiating student learning experiences, determining developmentally appropriate instructional practices, and improving processes that equitably guide the growth of each student's academic and social–emotional learning.	**MID**	☐	☐	☐	☐
	END	☐	☐	☐	☐
5C Communication of Assessment and Data: Teachers engage with students, families, and guardians, along with other teachers and specialists, to share student strengths and areas of improvement gathered from assessments and reach common understanding about how to apply the	**MID**	☐	☐	☐	☐
	END	☐	☐	☐	☐

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information to support improvement goals and student progress.					
5D Assessment for Continuous Improvement: Teachers, individually and collaboratively, evaluate and improve assessment methods to ensure equitable access, opportunities, resources, and outcomes for student learning and growth.	**MID**	☐	☐	☐	☐
	END	☐	☐	☐	☐

Overall Standard 5: ☐ **Meets Standards** ☐ **Does Not Meet Standards**

STANDARD 6 – Developing as a Professional Educator		**Does Not Meet Standards**	**Approaching Standards**	**Meets Standards**	**Exceed Standards**
6A Reflecting on Practice: Teachers continuously examine and evaluate their own practice to intentionally use new understandings and perspectives as opportunities for professional growth and effectiveness.	**MID**	☐	☐	☐	☐
	END	☐	☐	☐	☐
6B Focused Professional Learning: Teachers amplify their expertise with ongoing professional learning experiences that address subject-matter content, instruction and assessment, social–emotional support, and equitable practices, that enable each student—including historically and persistently underserved students—to reach identified goals.	**MID**	☐	☐	☐	☐
	END	☐	☐	☐	☐
6C Collaboration with Colleagues: Teachers collaborate with colleagues in developing a common understanding of effective practices for students' academic and social–emotional development. This common understanding informs teaching and supports practices that meet students' diverse learning interests, strengths, and needs.	**MID**	☐	☐	☐	☐
	END	☐	☐	☐	☐
6D Collaboration with Families, Guardians, and the Community: Teachers collaborate with families, guardians, and community partners to develop and use a common language, strategies, and communication around in-school and out-of-school learning experiences and to align services and initiatives that affect each student's growth and well-being.	**MID**	☐	☐	☐	☐
	END	☐	☐	☐	☐
6E Ethical Conduct and Professional Responsibilities: Teachers demonstrate honesty, trustworthiness, and integrity in their professional behavior and decision making as they conduct their responsibilities	**MID**	☐	☐	☐	☐
	END	☐	☐	☐	☐

STANDARD 6 – Developing as a Professional Educator		Does Not Meet Standards	Approaching Standards	Meets Standards	Exceed Standards
with a focus on each student's learning and well-being.					
6F Activating Access and Equity: Teachers strive to eradicate barriers to student access, engagement, opportunities and positive outcomes by acting with integrity and fairness so that every student has the quality experiences necessary to learn and thrive.	**MID**	☐	☐	☐	☐
	END	☐	☐	☐	☐
6G Personal Growth and Well-Being: Teachers cultivate and sustain personal motivation, commitment, energy, and health by balancing continuous professional growth with their own physical and emotional wellness.	**MID**	☐	☐	☐	☐
	END	☐	☐	☐	☐

Overall Standard 6: ☐ **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 rating in any of the areas marked on Form 1 of Appendix G (Peer Assistance Review), the teacher must participate in the PAR program.

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

Evaluator: **Date:**

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

Employee: **Date:**

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

CERTIFICATED ALTERNATIVE FINAL SUMMARY EVALUATION FOR

Appendix E

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

School Year: _____

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

Assessment Review Narrative (To be completed by evaluator)

Final Summary Evaluation:

Meet Standards Does Not Meet Standards

_____ _____
Signature of Evaluatee(s) Date

_____ _____
Signature of Evaluator Date

Berryessa Union School District

CERTIFICATED ALTERNATIVE EVALUATION REQUEST FORM

Reference: Collective Bargaining Agreement Section 15.6

Request form due to Evaluator by October 1st

Date: _____ School Year: _____

Evaluatee(s): _____ Work Site: _ _____

Evaluator: _____

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

_____

_____

_____

_____

Indicators related to above identified CSTP's.
Indicators related to student learning and instruction
(What will students learn and how will you know? What instructional strategies will be used?)
(To be completed by the evaluatee)

_____

_____

_____

_____

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

_____

_____

_____

_____

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

- ☐ **Reviewed and Approved**
- ☐ Denied for following reason: _____.

_____ _____

Evaluator's signature Date

Lesson Observation

Teacher:	**Observer:**	**Date:**
Focus:		**Grade/Subject:**

Observations	Comments / Suggestions / Analysis

*Please turn over for CSTP's.

Use back of form or additional paper, if needed

Teacher Signature | Date | Evaluator | Date

0-14

Appendix E

BERRYESSA UNION SCHOOL DISTRICT

Certificated Unit Member

Certificated Evaluation Five-Year Cycle Form

Form to be completed and signed by September 25th

Name of Certificated Unit Member:

Site: School Year:

Position of Unit Member:

Name of Evaluator:

Position of Evaluator:

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

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

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

_____ _____

Unit Member's Signature Date

_____ _____

Evaluator Signature Date

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

Appendix E

NON-TEACHING CERTIFICATED PERSONNEL PLANNING/EVALUATION FORM

School Year:

Employee: **School:** **Grade:** **Date:**

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

Evaluator: **Evaluator Position:**

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

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?)

Comments:

Commendations:

Recommendations

Meets Standard ☐ Does Not Meet Standard ☐

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

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

Evidence: (What data supports implementation of standard?)

Comments:

Commendations:

Recommendations

Meets Standard ☐ Does Not Meet Standard ☐

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

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

Evidence: (What data supports implementation of standard?)

Comments:

Commendations:

Recommendations

Meets Standard ☐ Does Not Meet Standard ☐

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

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

Evidence: (What data supports implementation of standard?)

Comments:

Commendations:

Recommendations

Meets Standard ☐ Does Not Meet Standard ☐

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

- Manages time commitments
- Oversees appropriate personnel

Evidence: (What data supports implementation of standard?)

Comments:

Commendations:

Recommendations

Meets Standard ☐ Does Not Meet Standard ☐

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

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

Evidence: (What data supports implementation of standard?)

Comments:

Commendations:

Recommendations

Meets Standard ☐ Does Not Meet Standard ☐

7. PROFESSIONALISM

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

Evidence: (What data supports implementation of standard?)

Comments:

Commendations:

Recommendations

Meets Standard ☐ Does Not Meet Standard ☐

OVERALL SUMMARY EVALUATION:

Comments:

Commendations:

Recommendations

Meets Standard ☐ Does Not Meet Standard ☐

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

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

Evaluator:_____ **Date:**

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

Employee:_____ **Date:**

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

CERTIFICATED CTSP RUBRIC FOR PROFESSIONAL GROWTH AND EVALUATION

Berryessa Union School District
Standards for the Teaching Profession

Classroom Teachers
Berryessa Union School District's
Complete Rubric for Professional Growth & Evaluation

Engaging and Supporting All Students in Learning
Creating and Maintaining an Effective Environment for Learning
Understanding and Organizing Subject Matter Knowledge
Planning, Designing & Delivering Learning Experiences for All Students
Assessing Students for Learning
Developing As a Professional Educator

Appendix E

The *California Standards for the Teacher Profession* (CSTP) are intended to provide a common language and a vision of the scope and complexity of the profession by which all teachers can define and develop their practice. The standards seek to serve and support professional educators in fulfilling their professional roles and responsibilities from pre-service teacher to experienced practitioner. The standards are not set forth as regulations to control the specific actions of teachers, but rather to guide teachers as they develop, refine, and extend their practice.

Standard 1 Engaging and Supporting All Students in Learning	Standard 2 Creating and Maintaining Effective Environments for Student Learning	Standard 3 Understanding and Organizing Subject Matter for Student Learning
Teachers know and care about their students in order to engage them in learning. They connect learning to students' prior knowledge, backgrounds, life experiences, and interests. They connect subject matter to meaningful, real-life contexts. Teachers use a variety of instructional strategies, resources, and technologies to meet the diverse learning needs of students. They promote critical thinking through inquiry, problem solving, and reflection. They monitor student learning and adjust instruction while teaching.	Teachers promote social development and responsibility within a caring community where each student is treated fairly and respectfully. They create physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students. They establish and maintain learning environments that are physically, intellectually, and emotionally safe. Teachers create a rigorous learning environment with high expectations and appropriate support for all students. Teachers develop, communicate, and maintain high standards for individual and group behavior. They employ classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn. They use instructional time to optimize learning.	Teachers exhibit in-depth working knowledge of subject matter, academic content standards, and curriculum frameworks. They apply knowledge of student development and proficiencies to ensure student understanding of content. They organize curriculum to facilitate student's understanding of the subject matter. Teachers utilize instructional strategies that are appropriate to the subject matter. They use and adapt resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students. They address the needs of English learners and students with special needs to provide equitable access to the content.

Standard 4 Planning Instruction and Designing Learning Experiences for All Students	Standard 5 Assessing Students for Learning	Standard 6 Developing as a Professional Educator
Teachers use knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction. They establish and articulate goals for student learning. They develop and sequence long-term and short-term instructional plans to support student learning. Teachers plan instruction that incorporates appropriate strategies to meet the diverse learning needs of all students. They modify and adapt instructional plans to meet the assessed learning needs of all students.	Teachers apply knowledge of the purposes, characteristics, and uses of different types of assessments. They collect and analyze assessment data from a variety of sources and use those data to inform instruction. They review data, both individually and with colleagues, to monitor student learning. Teachers use assessment data to establish learning goals and to plan, differentiate, and modify instruction. They involve all students in self-assessment, goal setting and monitoring progress. Teachers use available technologies to assist in assessment, analysis, and communication of student learning. They use assessment information to share timely and comprehensible feedback with students and their families.	Teachers reflect on their teaching practice to support student learning. They establish professional goals and engage in continuous and purposeful professional growth and development. They collaborate with colleagues and engage in the broader professional community to support teacher and student learning. Teachers learn about the work with families to support student learning. They engage local communities in support of the instructional program. They manage professional responsibilities to maintain motivation and commitment to all students. Teachers demonstrate professional responsibility, integrity, and ethical conduct.

Berryessa Union School District Rubric for Professional Growth and Evaluation

These are the definitions of the BUSD Levels of Performance that apply to all Standards for the Teaching Profession. They guide the professional conversation and reflection around evidence in the classroom teacher's professional practice. The BUSD Standards for the Teaching Profession are designed to promote growth in teaching practice and consistency in the administration's ability to support and evaluate each classroom teacher.

BUSD Teacher Levels of Performance	
(4) Exceeds Standards	**Strategically** and **highly effectively** applies knowledge, skills, and disposition to **adapt** the classroom culture and instruction so that **all students** are **supported appropriately** and achieve.
(3) Meets Standards	**Consistently** and **effectively** applies knowledge, skills, and disposition to **provide** a classroom in which **all students** are **supported appropriately** and achieve.
(2) Approaching Standards	Applies knowledge, skills, and disposition in a limited and/or inconsistent manner to **provide a classroom culture** in which **some students** are **supported appropriately** and achieve.
(1) Does Not Meet Standards	**Limited** or **ineffective** application of knowledge, skills, and disposition. **Few to no students** are **appropriately supported** or achieve.

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Standard 1: Engaging and Supporting All Students in Learning			
Does Not Meet Standard	Approaching Standard	Meet Standard	Exceeds Standard
Element 1.1: Using knowledge of students to engage them in learning.			
The teacher learns about students only through data provided by the school and/or through district assessments. Students frequently disengage from the learning process.	The teacher gathers and uses some additional data about individual students. Students engage in lessons that include some adjustments based on assessments and/or data.	The teacher uses data from a variety of formal and informal sources to learn about students, guide selection of instructional strategies, and make adjustments to instruction to meet diverse learning needs. Students actively engage in a variety of instructional strategies and technologies in learning that ensure equitable access to the curriculum.	The teacher uses comprehensive knowledge of students to make ongoing adjustments and accommodations in instruction. Students take ownership of their learning by choosing from a wide range of methods that are responsive to their diverse learning needs.
Element 1.2: Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests.			
The teacher makes few connections between learning and students' prior knowledge, culture, backgrounds, life experiences, and interests. Some students connect learning activities to prior knowledge and their own lives.	The teacher uses information about students' prior knowledge, cultural backgrounds, life experiences, and interests to support student learning. Students participate in making connections between curriculum and their prior knowledge, interests and experiences.	The teacher integrates broad knowledge of students and their communities to inform instruction. Students are actively engaged in curriculum which relates their prior knowledge, experiences, and interests within and across learning activities.	The teacher systematically uses in-depth information regarding students' cultural backgrounds, prior knowledge, life experiences, and interests. Students can articulate the relevance and impact of the learning on their lives and society.
Element 1.3: Connecting subject matter to meaningful, real-world contexts.			
The teacher rarely uses real-world connections during instruction. Few students relate subject matter to real-world.	The teacher includes some real-world connections to subject matter to support student understanding. Some students make use of real-life connections to support understanding of subject matter.	The teacher integrates connections to meaningful, real-world contexts in planning subject matter instruction and engages students in making those connections. Students actively participate in making and using real-world connections to extend their understanding.	The teacher engages students in actively making connections to relevant, meaningful, and real-world contexts throughout subject matter instruction. Students routinely integrate subject matter into their own thinking and make relevant applications during learning activities.
Element 1.4: Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs.			
Teacher uses limited instructional strategies and resources that do not effectively engage students or meet students' diverse learning needs.	Teacher uses instructional strategies and resources that are effective in engaging students and meeting most students' diverse learning needs.	Teacher consistently integrates a variety of instructional strategies and resources into instruction that are effective in engaging students and meeting all students' diverse learning needs.	Teacher strategically selects and adapts appropriate instructional strategies and resources that lead to maximum engagement, learning, and growth for all students.
Element 1.5: Promoting critical thinking through inquiry, problem solving, and reflection.			
Teacher provides limited opportunities for students to reason, question assumptions, and engage in reflective thinking. Students do not effectively participate.	Teacher provides opportunities for students to reason, question assumptions, and engage in reflective thinking. Most students participate.	Teacher consistently provides opportunities for all students to reason, question assumptions, and engage in reflective thinking. All students participate.	Teacher strategically provides opportunities for all students to reason, question assumptions, and engage in reflective thinking. All students participate and support each other in participation.
Element 1.6: Monitoring student learning and adjusting instruction while teaching.			
During lessons, the teacher's monitoring of student learning is limited. The teacher makes limited or no adjustments to planned instruction.	During lessons, the teacher monitors student learning and makes adjustments to instruction as needed to support most students.	During lessons, the teacher consistently monitors student learning and effectively makes adjustments to instruction as needed to support all students.	During lessons, the teacher strategically monitors student learning and makes adjustments to instruction as needed to support all students.

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Standard 2: Creating and Maintaining Effective Environments for Student Learning

Does Not Meet Standard	Approaching Standard	Meet Standard	Exceeds Standard
Element 2.1: Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully.			
The teacher rarely models and communicates expectations for fair and respectful behavior. Few students share in responsibility for the classroom community.	The teacher models, communicates and reinforces positive, responsible, and respectful student interactions and assists students to resolve conflicts. The teacher incorporates cultural awareness to develop a positive classroom climate. Students demonstrate efforts to be positive, accepting, and respectful of differences.	The teacher develops shared responsibility with students for resolving conflict and creating and maintaining a caring classroom community. The teacher supports students in taking leadership in developing a caring community that is responsive to student diversity. Students take responsibility for resolving conflicts and maintaining a caring classroom community. Students promote respect and appreciation for differences.	The teacher facilitates student self-reflection and ongoing development of the classroom community based on respect, fairness, and the value of all members. Students take leadership in resolving conflict and creating a fair and respectful community where student diversity is included and valued. Students communicate with empathy and understanding in interactions with one another.
Element 2.2: Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students.			
Classroom configuration does not effectively support student learning. Students' experience of learning as related to them or their lives is limited. Classroom resources are limited and not effectively used by students.	Classroom configuration supports student learning. Most students experience learning as related to them or their lives. Classroom resources are used by most students.	Classroom configuration effectively supports student learning. All students experience learning as related to them or their lives. Classroom resources are used by all students.	Classroom configuration is strategic in order to support student learning. Teacher adapts environment so that all students experience learning as related to them or their lives. Classroom resources are used purposefully by all students.
Element 2.3: Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe.			
Teacher does not effectively establish or maintain learning environments that are physically, intellectually, and emotionally safe.	Teacher establishes and maintains learning environments that are physically, intellectually, and emotionally safe for most students.	Teacher consistently establishes and maintains learning environments that are physically, intellectually, and emotionally safe for all students.	Teacher establishes, maintains and adapts learning environments that are always physically, intellectually, and emotionally safe for all students.
Element 2.4: Creating a rigorous learning environment with high expectations and appropriate support for all students.			
Teacher has limited expectations of students, provides limited or no supports to students, and does not effectively motivate students to learn.	Teacher has high expectations of most students, provides supports to most students, and motivates most students to learn.	Teacher has consistently high expectations of all students, provides effective supports to all students, and motivates all students to learn.	Teacher has consistently high expectations of all students, provides and adapts supports for all students, and strategically motivates all students to learn.
Element 2.5: Developing, communicating, and maintaining high standards for individual and group behavior.			
Teacher does not effectively develop, communicate, or maintain standards for student behavior.	Teacher develops, communicates, and maintains standards for student behavior. Most students are supported in meeting behavior standards.	Teacher effectively and consistently develops, communicates, and maintains high standards for student behavior. All students are supported in meeting behavior standards.	Teacher effectively and consistently develops, communicates, and maintains high standards for student behavior. Teacher strategically integrates students' voices into the development of behavior standards and adapts methods of communicating and maintaining standards so that all students are able to meet them.

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Element 2.6: Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn.			
Teacher's development of routines, procedures, norms, or supports for students is limited. Teacher does not effectively ensure a climate in which students can learn.	Teacher develops routines, procedures, norms, and supports for students. Teacher ensures a climate in which most students can learn.	Teacher effectively develops routines, procedures, norms, and supports for all students. Teacher ensures a climate in which all students can learn.	Teacher strategically develops and adapts routines, procedures, norms, and supports for all students. Teacher consistently ensures a climate in which all students can learn.
Element 2.7: Using instructional time to optimize learning.			
Teacher does not effectively use instructional time to support student learning. Teacher shows limited awareness of appropriate pacing of instructional time and students do not effectively optimize the learning time.	Teacher uses instructional time to support student learning. Teacher paces instructional time appropriately so that most students optimize the learning time.	Teacher uses instructional time effectively to support student learning. Teacher consistently paces instructional time appropriately so that all students optimize the learning time.	Teacher uses instructional time effectively to support student learning. Teacher strategically paces instructional time to support all students and adapts plans so that all students optimize the learning time.

Standard 3: Understanding and Organizing Subject Matter for Student Learning			
Does Not Meet Standard	Approaching Standard	Meet Standard	Exceeds Standard
Element 3.1: Demonstrating knowledge of subject matter, related academic language and academic content standards.			
The teacher lacks foundational knowledge of subject matter, related academic language and academic content standards.	The teacher applies foundational knowledge of subject matter, related academic language and academic content standards to instruction.	The teacher understands, explains and uses knowledge of the relationship between essential subject matter concepts, academic language, and academic content standards in ways that ensure that students make these connections and find relevance.	The teacher uses extensive knowledge of subject matter concepts, current issues, academic language, and research to make relevant connections to standards during instruction and extend student learning.
Element 3.2: Applying knowledge of student development and proficiencies to ensure student understanding of subject matter.			
The teacher rarely applies knowledge of student stages of development and awareness of differences in students' understanding of subject matter to teaching. The teacher rarely teaches subject-specific vocabulary.	The teacher uses knowledge of student development to implement learning activities that address students' proficiencies and support understanding of subject matter including related academic language. The teacher usually provides explicit instruction of essential content vocabulary and associated academic language. When confusions are identified, the teacher explains academic language, formats, and vocabulary to support student access to subject matter.	The teacher adapts instruction in response to knowledge of student development and proficiencies to meet students' diverse learning needs. The teacher ensures understanding of subject matter including related academic language. The teacher consistently provides explicit instruction of essential content vocabulary and associated academic language in ways that engage students and ensure equitable access.	The teacher utilizes comprehensive knowledge of students to guide all students to develop proficiencies and understand subject matter including related academic language. The teacher engages students in self-directed goal setting, monitoring, and improvement of content vocabulary and academic language.
Element 3.3: Organizing curriculum to facilitate student understanding of the subject matter.			
Teacher does not effectively base curricular decisions on how to best support student understanding of the subject matter.	Teacher bases curricular decisions on how to best support most students' understanding of the subject matter.	Teacher consistently bases curricular decisions on how to best support all students' understanding of the subject matter.	Teacher strategically bases curricular decisions on how to best support all students' understanding of the subject matter. Teacher effectively adapts curricular materials as needed to support student understanding.
Element 3.4: Utilizing instructional strategies that are appropriate to the subject matter			
The teacher rarely uses instructional strategies that are appropriate to the subject matter or student needs.	The teacher selects and uses instructional strategies that address students' diverse learning needs and increase student understanding of academic language appropriate to subject matter.	The teacher integrates a variety of instructional strategies appropriate to subject matter to meet students' diverse learning needs, ensure student understanding of academic language, and guide students in understanding connections within and across subject matter.	The teacher uses an extensive repertoire of instructional strategies to develop enthusiasm, meta-cognitive abilities, and support and challenge the full range of students towards a deep knowledge of subject matter.
Element 3.5: Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students.			
The teacher does not adequately use available materials, resources, and technologies to make subject matter accessible to students.	The teacher sometimes selects, adapts, and utilizes appropriate instructional materials, resources, and technologies for concept and skill development in subject matter. The teacher sometimes uses resources that reflect the diversity of the classroom and support differentiated learning of subject matter.	The teacher integrates a wide range of adapted resources, technologies, and instructional materials to meet identified student needs and make subject matter accessible to all students. The teacher guides students to use avail-able print, electronic, and online subject matter resources based on student needs. The teacher seeks outside resources and support.	The teacher engages students in identifying and adapting resources, technologies, and instructional materials to extend student understanding and critical thinking about subject matter. The teacher ensures that students are able to obtain equitable access to a wide range of technologies, through ongoing links to outside resources and support.

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Element 3.6: Addressing the needs of English learners and students with special needs to provide equitable access to the content.			
Teacher shows limited understanding of the needs of English learners and students with special needs. English learners and students with special needs do not effectively receive equitable access to the content.	Teacher shows understanding of the needs of English learners and students with special needs. Most English learners and students with special needs receive equitable access to the content.	Teacher shows significant understanding of the needs of English learners and students with special needs. All English learners and students with special needs consistently receive equitable access to the content.	Teacher shows extensive understanding of the needs of English learners and students with special needs. The teacher adapts instruction and materials for all English learners and students with special needs as needed to provide maximum access to the content.

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Standard 4: Planning Instruction, Designing and Delivering Learning Experiences for All			
Does Not Meet Standard	Approaching Standard	Meet Standard	Exceeds Standard
Element 4.1: Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction.			
The teacher's instructional plans show limited knowledge of students' academic readiness, language proficiency, cultural background, and individual development. The teacher does not address bias in the classroom.	The teacher usually plans instruction using additional assessment information on student academic readiness, language, cultural background, and individual development. The teacher begins to use culturally responsive pedagogy and address bias in the classroom.	The teacher plans differentiated instruction while matching resources and specific strategies to students' diverse learning needs and cultural backgrounds. The teacher's instructional plans address bias, stereotyping, and assumptions about cultures and members of cultures.	The teacher plans differentiated instruction that provides systematic opportunities for supporting and extending student learning based on comprehensive information on students. Students are engaged in the analysis of bias, stereotyping, and assumptions.
Element 4.2: Establishing and articulating goals for student learning.			
Teacher does not effectively establish and/or communicate goals for student learning to students.	Teacher establishes and communicates goals for student learning. Goals are appropriate for most students.	Teacher consistently establishes and effectively communicates goals for student learning. Goals are appropriate for all students.	Teacher strategically establishes and highly effectively communicates goals for student learning. Goals are appropriate and adapted as needed for all students.
Element 4.3: Developing and sequencing long-term and short-term instructional plans to support student learning.			
Short and/or long term instructional plans show limited development and a lack of effective sequencing to support students in meeting the learning goals.	Short and long term instructional plans are developed and sequenced to support some students in meeting the learning goals.	Short and long term instructional plans are consistently developed and effectively sequenced to support all students in meeting the learning goals.	Short and long term instructional plans are thoroughly developed and strategically sequenced to support all students in meeting the learning goals.
Element 4.4: Planning instruction that incorporates appropriate strategies to meet the learning needs of all students.			
The teacher's instructional plans and strategies show limited reflection of student content, learning, and language needs.	The teacher designs and delivers lessons that incorporates strategies that use information about student content, learning, and language needs.	The teacher incorporates differentiated instructional strategies into ongoing planning that addresses culturally responsive pedagogy, students' diverse language, and learning needs and styles. The teacher provides appropriate support and challenge for students. The teacher uses assessments to inform planning differentiated instruction.	The teacher integrates results from a broad range of assessments into planning to meet students' diverse learning and language needs and advance learning for all. The teacher facilitates opportunities for students to reflect on their learning and the impact of instructional strategies to meet their learning and language needs.
Element 4.5: Adapting instructional plans and curricular materials to meet the assessed learning needs of all students.			
The teacher rarely adapts, modifies or differentiates instructional plans to meet the assessed learning needs of all students.	The teacher generally adapts plans and materials to address students' learning needs.	The teacher adapts and modifies instruction and makes ongoing adjustments to instructional plans. The teacher uses culturally responsive pedagogy and additional materials to support students' diverse learning needs.	The teacher anticipates and plans for a wide range of adaptations to lessons based on in depth analysis of individual student needs. The teacher engages with students to identify types of adjustments in instruction that best meet their learning needs.

Standard 5: Assessing Students for Learning

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Does Not Meet Standard	Approaching Standard	Meet Standard	Exceeds Standard
Element 5.1: Applying knowledge of the purposes, characteristics, and uses of different types of assessments.			
The teacher uses limited strategies to monitor and assess student learning and achievement.	The teacher generally identifies and *gives (administers)* various assessments that yield different types of information about student preparedness, progress, and proficiency.	The teacher consistently selects, develops, and adapts assessments to allow students with a range of learning needs to demonstrate what they know.	The teacher draws flexibly from a repertoire of appropriate assessment options to support differentiated student learning needs and maximize student progress.
Element 5.2: Collecting and analyzing assessment data from a variety of sources to inform instruction.			
The teacher does not regularly use appropriate data or strategies to monitor and assess student learning.	The teacher uses data from required and supplemental assessments to assess student learning. The teacher makes adjustments in lesson planning based on analysis of assessment data.	The teacher designs and integrates an assessment plan that provides a variety of formal and informal assessment data on student learning. The teacher uses data analysis from a broad range of assessments to guide planning and differentiation of instruction.	The teacher infuses assessments strategically and systematically throughout instruction to collect ongoing data appropriate for the range of learning needs. The teacher uses results of ongoing data analysis to plan and differentiate instruction for maximum academic success.
Element 5.3: Reviewing data, both individually and with colleagues, to monitor student learning.			
Teacher rarely reviews and monitors assessment data.	Teacher reviews and monitors a variety of assessment data and identifies learning needs of individual students.	Teacher reviews and monitors a variety of data on student learning individually and with colleagues to identify trends and patterns among groups of students.	Teacher facilitates collaborative work and fosters colleagues' ability to identify and address underlying causes for achievement patterns and trends.
Element 5.4: Using assessment data to establish learning goals and to plan, differentiate, and modify instruction.			
Teacher's use of assessment data to establish learning goals, plan, differentiate, and modify instruction is limited.	Teacher uses assessment data to establish learning goals, plan, differentiate, and modify instruction for some students.	Teacher consistently uses assessment data to effectively establish learning goals, plan, differentiate, and modify instruction for all students.	Teacher strategically uses assessment data to highly effectively establish learning goals, plan, differentiate, and modify instruction for all students.
Element 5.5: Involving all students in self-assessment, goal-setting, and monitoring progress.			
The teacher rarely informs students about lesson objectives, outcomes, and summative assessment results. Students are provided with limited information and opportunities to assess/reflect on their own work.	The teacher sometimes encourages students to establish learning goals. Students are given occasional opportunities to monitor their own progress toward class or individual goals.	The teacher consistently models, scaffolds, and implements structures for students to self-assess and set learning goals related to content, academic language and individual skills.	The teacher develops students' meta-cognitive skills for analyzing progress and refining goals towards high levels of academic achievement.
Element 5.6: Using available technologies to assist in assessment, analysis, and communication of student learning.			
The teacher does not or rarely uses available technology to record assessments, determine proficiency levels, and make required communications about student learning.	The teacher uses some available technologies to implement individual assessments, record results, and communicate with administration, colleagues, and families about student learning.	The teacher consistently uses technology to design and implement assessments, record and analyze results, and communicate about student learning with administration, colleagues, families, and students. The teacher ensures that communications are received by those who lack access to technology.	The teacher integrates a wide range of technologies to design, implement, and analyze assessments and provides for in depth and ongoing communication regarding student learning to all audiences.
Element: 5.7: Using assessment information to share timely and comprehensible feedback with students and their families.			
Teacher's communication with students and/or	Teacher communicates with some students	Teacher consistently communicates with all	Teacher systematically and flexibly communicates

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their families about academic or social progress is limited. Teacher provides limited explanation or guidance for students and families with ways to use and understand assessment information.	and their families about academic or social progress. Teacher provides explanation or guidance for some students and families with ways to use and understand assessment information.	students and their families about academic or social progress. Teacher provides effective explanation or guidance for all students and families with ways to use and understand assessment information.	with all students and their families about academic or social progress. Teacher provides extensive explanation or guidance for all students and families with ways to use and understand assessment information. Teacher encourages two-way communication about academic and social progress throughout the entire school year.

Standard 6: Developing as a Professional Educator

Element 6.1: Reflecting on teaching practice in support of student learning			
The teacher does not engage in self- reflection of teaching practices or reflect with colleagues to focus on methods to support the full range of learners.	The teacher engages in formal and informal reflection of teaching, both individually and with colleagues, making adjustments in teaching practices and the impact on the full range of learners.	The teacher reflects individually and with colleagues on the refinements in teaching practices and makes connections among elements of the CSTP positively impacting a full range of learners.	The teacher maintains ongoing reflection and active research in supporting student learning and raising the level of academic achievement. The teacher engages in and fosters reflection among colleagues for school wide impact on student learning.
Element 6.2: Establishing professional goals and engaging in continuous and purposeful professional growth and development			
The teacher does not or rarely sets goals that are CSTP based. The teacher does not use self-assessment to determine teaching goals. Teacher does not actively participate in professional development.	The teacher sets goals connected to the CSTP that are authentic, challenging and based on self-assessments. The teacher aligns personal teaching goals with school and district goals, and focuses on improving student learning. The teacher selects and actively engages in professional development based on needs identified in professional goals.	The teacher 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. The teacher engages in and contributes to professional development targeted on student achievement. The teacher pursues a variety of opportunities to learn professionally.	The teacher 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. The teacher engages in ongoing inquiry into teacher practice for professional development. The teacher contributes to professional organizations and development opportunities to extend their own teaching practice.
Element 6.3: Collaborating with colleagues and the broader professional community to support teacher and student learning			
The teacher attends some staff, grade level, departments and other required meetings and collaborations but does not actively participate or seek out opportunities.	The teacher participates with colleagues at meetings and collaborates with colleagues to improve student learning and reflect on teaching practices. The teacher interacts with members of the broader professional community to access resources that support teacher effectiveness and student learning.	The teacher collaborates with colleagues to expand impact on teacher and student learning within grade, department, school and district levels. The teacher engages with members of the broader professional community to access resources for a wide range of teacher supports that impact student achievement.	The teacher facilitates collaboration with colleagues. The teacher works to ensure the broadest positive impact possible on instructional practice and student achievement at school and district levels and for the profession.The teacher initiates and develops professional learning opportunities with the broader professional community focused on student achievement.
Element 6.4: Working with families to support student learning			
The teacher is aware of the importance of the family's role in student learning but does not seek to actively involve families to enhance student learning or improve his/her own understanding students and their families.	The teacher supports families to contribute to the student's progress, the classroom and the school. The teacher adjusts communications to families in ways which show understanding of and respect for cultural norms. The teacher welcomes family involvement at classroom and school events.	The teacher provides opportunities and support for families to actively participate in the classroom and school. The teacher consistently communicates to families in ways which show understanding of and respect for cultural norms.	The teacher structures a wide range of ongoing opportunities for families to contribute to the classroom learning and school community. The teacher supports a school/district environment in which families take leadership to improve student learning.
Element 6.5: Engaging local communities in the support of the instructional program			
The teacher does not or rarely uses available neighborhood and community resources or makes connections to communities for single lessons or a sequence of lessons.	The teacher uses a variety of neighborhood and community resources to support the curriculum. The teacher includes knowledge of the community when designing and implementing instruction.	The teacher utilizes a broad range of neighborhood and community resources to support the instructional program, students and families. The teacher uses the understanding of the community to improve and enrich the instructional program.	The teacher collaborates with community members to increase instructional and learning opportunities for students. The teacher engages students in leadership and service to the community and broaders school learning environment.
Element 6.6: Managing professional responsibilities to maintain motivation and commitment to all students			
The teacher seldom maintains professional	The teacher anticipates professional	The teacher integrates the full range of	The teacher models professionalism and

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responsibilities in timely manner. The teacher does not seek support as needed. The teacher rarely demonstrates their commitment to students by exploring ways to address individual students' needs.	responsibilities and manages time and effort required to meet expectations. The teacher demonstrates commitment and motivation to pursue ways to support students' diverse learning needs and maintains belief in all students' capacity for achievement.	professional responsibilities, planning and preparing for situations that may be challenging. The teacher demonstrates motivation, resiliency and energy to ensure that all students achieve. The teacher maintains continual efforts to seek, develop and refine new and creative methods to ensure individual student learning.	supports colleagues in meeting and exceeding professional responsibilities effectively. The teacher supports colleagues to maintain the motivation, resiliency and energy to ensure that all students achieve.
Element 6.7: Demonstrating professional responsibility, integrity, and ethical conduct.			
The teacher does not follow all state educational codes, legal requirements, site, district, board policies, contractual agreements and ethical responsibilities.	The teacher follows all state educational codes, legal requirements, site, district, board policies, contractual agreements and ethical responsibilities.	The teacher maintains high standards of personal integrity and commitment to student learning and the profession in all circumstances following all state educational codes, legal requirements, site, district, board policies, contractual agreements and ethical responsibilities.	The teacher maintains high standards of personal integrity and commitment to student learning, following all state educational codes, legal requirements, site, district, board policies, and contractual agreements contributing to a professional community, and supporting peers to follow suit.The teacher contributes to fostering a school culture with a high degree of resilience, professional integrity and ethical conduct.

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

BERRYESSA UNION SCHOOL DISTRICT

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

Each eligible employee is entitled to family care and medical leave as provided by the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), as amended, and pursuant to the Uniform Services Employment and Reemployment Rights Act (USERRA). The leaves under FMLA and CFRA will run concurrently to the extent permitted by law. In addition, an eligible employee is entitled to pregnancy disability leave (PDL) as provided by California law.
These guidelines are provided to inform employees generally about FMLA, CFRA, and PDL. These guidelines are not intended to provide an exhaustive description of the terms and conditions of these leaves, and the District will administer these leaves in compliance with state and federal statutes and regulations and the collective bargaining agreement.

I. **Family Care & Medical Leave**

A. Eligibility

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

B. Family Care and Medical Leave Entitlement

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

1. The birth of a child and to care for the newborn child (FMLA and CFRA);

2. The placement with the employee of a child for adoption or foster care and care for the newly placed child (FMLA and CFRA);

3. To care for the employee's child, parent, or spouse who has a serious health condition (FMLA and CFRA).

a. A child is defined as biological, adopted, or foster child, stepchild, legal ward, or child of a person standing in loco parentis who is under 18 years of age or an adult dependent child. "In loco parentis" means in the place of a parent; instead of a parent; charged with a parent's rights, duties, and responsibilities. It does not require a biological or legal relationship.

b. Parent is defined as biological, foster or adoptive parent, stepparent, or legal guardian. Parent does not include a parent-in-law.

c. "Spouse" means a partner in marriage as defined by Family Code Section 300, which provides, in part, "Marriage is a personal relation arising out of a civil contract between two persons...." For CFRA purposes only, "spouse" also includes a registered domestic partner within the meaning of Family Code Section 297.5.

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4. Because of an employee's own serious health condition that makes the employee unable to perform the functions of the employee's position, except for disability on account of pregnancy, childbirth, or related medical conditions, which is covered by pregnancy disability leave. (Pregnancy disability counts toward only California Pregnancy Disability Leave (PDL) and FMLA leave. Pregnancy disability does not count toward an employee's CFRA leave entitlement.)

5. Because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a U.S. National Guard or Reserve member on active duty or has been notified of an impending call or order to active duty status in support of a contingency operation (FMLA only).

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

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

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

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

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

D. Minimum Duration of Leave

1. Minimum duration of family care and medical leave taken for the birth, adoption, or foster care placement of a child: Leave taken for reason of the birth, adoption, or foster care placement of a child of the employee does not have to be taken in one continuous period of time. Any leave(s) taken shall be concluded within one year of the birth or placement of the child with the employee in connection with the adoption or foster care of the child by the employee. The basic minimum duration of the leave shall be two weeks. However, the District shall grant a request for a leave of less than two weeks' duration on any two occasions.

2. Intermittent or reduced schedule leave: Eligible employees may take family care and medical leave on an intermittent or reduced schedule basis when medically necessary due to the serious health condition of a covered family member or the employee (FMLA/CFRA) or the serious injury or illness of a covered service member (FMLA only). Eligible employees may also take FMLA leave on an intermittent or reduced schedule basis when necessary because of a qualifying exigency. If an employee needs leave intermittently or on a reduced leave schedule for planned medical treatment, then the employee must make a reasonable effort to schedule the treatment so as not to disrupt unduly the District's operations.

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E. Pay Status and Benefits

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

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

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

G. Relationship to Pregnancy Disability Leave

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

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

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

I Medical Certification

1. An employee's request for family care and medical leave to care for a child, a spouse, or a parent who has a serious health condition shall be supported by a certification issued by the health care provider of the individual requiring care. If additional leave is required after the expiration of the time originally estimated by the health care provider, the employee shall provide the District with recertification by the health care provider.

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2. An employee's request for family care and medical leave because of employee's own serious health condition or pregnancy disability leave shall be supported by a certification issued by the employee's health care provider.
3. As a condition of an employee's return from leave taken because of the employee's own serious health condition, the employee is required to obtain certification from the employee's care provider that the employee is able to resume work.
4. Employees are required to use the medical certification forms available from the District Personnel Services Department to meet the certification and recertification requirements of this section.

J. District's Response to Leave Request

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

K. Dual Parent Employment

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

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

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

II. **Pregnancy Disability Leave (PDL)**

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

A. PDL Entitlement

Under California Pregnancy Disability Leave law, an employee is entitled to a leave of up to four months, as needed, for the period(s) of time an employee is

actually disabled because of pregnancy, childbirth, or a related medical condition.

B. Intermittent or Reduced Schedule Leave

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

C. Relationship of PDL to FMLA and CFRA Leaves

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

D. Pay Status and Benefits

Except as provided in this Agreement, pregnancy disability leave will be unpaid. The District will continue to provide District contributions toward health insurance plans premiums during the period of pregnancy disability leave on the same basis as coverage and contributions would have been provided had the employee not taken pregnancy disability leave. The employee will be required to continue to pay the employee's share of these health plan premiums, if any. The employee's entitlement to health plan coverage and the District's premium contributions during pregnancy disability leave and during CFRA leave are two separate and distinct entitlements and the time periods for these two entitlements do not run concurrently.

District Recovery of Fringe Benefits Premiums

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

Appendix F

APPENDIX G: INTELLECTUAL PROPERTY RIGHTS-AGREEMENT MODELS

Model Teacher Agreement
Development Project Agreement and Assignment of Copyright
Form A1

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

RECITALS

A. District desires to develop electronic curricular materials and instructional texts ("products") based upon copyrighted District curriculum frameworks, for use in California public school education.

B. District will release from regular duties those teachers the District selects to participate in product development projects. District will place these teachers on appropriate paid leave, to enable the teachers to participate in product development. District, in its sole discretion, will hire substitutes to perform teachers' regular assignments while teachers participate in product development projects.

C. The District has selected Teacher to participate in one or more product development projects. Teacher desires to participate in these project(s) and has requested paid leave from District in order to do so.

D. Under California law, District retains full copyright rights in all District curriculum and other materials, and in all materials derived from District curriculum materials, including all instructional texts and other products, except to the extent District specifically licenses those rights to others.

AGREEMENT

1. Time Teacher spends working on product development projects under this Agreement is time Teacher spends "at work for District."

2. Teacher shall perform project development work for the District. This work shall consist of those services described in the Scope of Services, attached as Exhibit 1 and incorporated into this Agreement by this reference. The Scope of Services may be amended from time to time in writing by Teacher and District.

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

4. The District will direct Teacher's work on product development projects and will have the right to assign and reassign Teacher to particular projects and to particular phases of product development, for example, research, writing, or laboratory testing, at the District's discretion. District will designate a District employee to oversee the Teacher's project. Teacher will periodically report to and take direction from this employee.

5. Paid leave granted under this Agreement shall be fully paid, and District shall continue all benefits during the leave period(s) on the same basis as if Teacher were performing Teacher's regular assignment. Teacher shall continue to accumulate seniority and to accrue sick leave and vacation similar entitlements to the same extent and in the same manner as if Teacher were performing Teacher's regular assignment.

6. Teacher acknowledges that Teacher shall receive no additional stipend or other remuneration from the District other than Teacher's regular District salary while participating in product development projects.

7. District may employ a substitute, in District's sole discretion, to perform Teacher's regular assignment while Teacher is on paid leave under this Agreement. District shall make no deductions from Teacher's salary attributable to District's use of substitutes to perform Teacher's regular work while Teacher is on paid leave under this Agreement.

8. If at any time Teacher decides to discontinue participation in project development, Teacher shall immediately notify the District and the District employee overseeing Teacher's project. Teacher's paid leave shall immediately end, and Teacher shall contact District to determine when Teacher will resume Teacher's regular assignment or other duties as District directs.

9. This Agreement shall continue in effect only as long as Teacher's services are required for product development. If at any time the District no longer requires Teacher's services, District shall notify Teacher and this Agreement shall automatically terminate, Teacher's paid leave shall end, and Teacher shall resume Teacher's regular assignment or other duties as District directs.

10. Teacher shall not contract with any private business to develop instructional texts or other products based upon District curriculum, District instructional units, or other District materials, without District's express written permission. Teacher shall not accept payment from any person or entity other than District for the use of District curriculum, District instructional units, or other District materials or of District equipment or facilities. For purposes of this paragraph, "District curriculum, District instructional units, or other district materials" mean curriculum, instructional units, and other materials that were or are developed by District employees while at work for the District or that were or are used by District teachers to teach District students or to develop materials used to teacher District students.

11. **Exclusive transfer of copyright rights.** Teacher and District expressly agree that any products Teacher develops while participating in product development projects are made at District's direction while Teacher is employed by District and shall be considered "works made for hire" within the meaning of federal copyright law. Teacher assigns and transfers to District the exclusive right to all Teacher's copyright rights, if any, in the products Teacher develops while on paid leave under this Agreement.

12. **Nondisclosure agreement.** Teacher agrees not to disclose to any District competitor or potential competitor any part of the content, technical specifications, general concept, or overall "feel" of any District product, whether fully developed or in progress, that has not been made available to the public or to the general teaching profession.

Appendix G

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

TEACHER: DISTRICT:

By_____ By_____

Teacher 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 G

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_____ By_____

Teacher Superintendent Berryessa Union School District

Approved by the California Teachers Association of Berryessa:

Date:_____

Attest:_____

CTAB President

Appendix G

Approved by the Governing Board of Trustees:

Date:_____

Attest:_____

Clerk of the Board

Appendix G

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_____ By_____

Teacher 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 G

APPENDIX H: PEER ASSISTANCE AND REVIEW

Peer Assistance and Review Program

1. Purpose

1.1 The Peer Assistance and Review Program (Program) allows exemplary teachers to assist certain permanent and beginning teachers in the areas of subject matter knowledge, teaching strategies, and teaching methods.

1.2 The extent of the Program's assistance and review depends on whether the participating teacher is a beginning teacher, a volunteer permanent teacher, or a permanent teacher who has received an overall unsatisfactory evaluation in the areas of teaching methods and instruction. The Program's assistance shall be provided through Consulting Teachers as described in detail in Sections 4.2 and 4.3 of this document. This assistance shall not involve the participation in nor the conducting of the annual evaluation of certificated unit members as set forth in Article 14 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 evaluation with an overall rating of "Does Not Meet Standards"; 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 14 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 the District's Induction Program.

Appendix H

2.5 "Voluntary Participating Teacher"
Any unit member with permanent status whose last three annual performance evaluations have been rated as an overall "meets standards" or "exceeds standards" and who selects and qualifies for the self-evaluation option under Section 14.2 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 Evaluation with an Overall Rating of 'Does Not Meet Standards."
A unit member with permanent status whose most recent performance evaluation contained an overall rating of "does not meet standards".

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 Evaluation with an overall rating of "does not meet standards".

3.1.1 Any permanent with an evaluation with an overall rating of "does not meet standards"-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 overall rating of "does not meet standards" (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.

Appendix H

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 an evaluation,with an overall rating of "meets standards" 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 evaluations who, after sustained assistance, are unable to demonstrate satisfactory improvement.

Appendix H

3.2 Those teachers participating in a self-evaluation program set forth in Section 14.2 of the Agreement, and any eligible teacher in any year of the evaluation cycle, may utilize a Consulting Teacher's assistance.

3.2.1 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.

3.2.2 For teachers on a self-evaluation cycle specified by Section 14.2 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 14 of the Agreement will not be followed.

3.2.3 Because permanent teachers with performance rated overall as "meets" or "exceeds" standards 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 14.2 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 evaluations, with an overall rating of "does not meet standards," 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 evaluations with an overall rating of "does not meet standards".
- assessing the effectiveness of the Consulting Teachers in the role of Consulting Teacher;
- coordinating with the District to provide training for Consulting Teachers, for Panel members, and where appropriate, for Participating Teachers;
- forwarding to the Human Resources Office at the end of the year all the records regarding the Program that shall be filed separately from the individual personnel records, except as set forth in section 3.1.8 in this document; and
- establishing internal operating procedures and regulations necessary to carry out the requirements of the Education Code and this document, including a procedure for selecting the Joint

Panel's chair.

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

(a) By June 1 of each fiscal year the Panel will establish a Program and budget for the succeeding year, which will include:

- the estimated state revenues for the Program;
- the estimated expenditures, involving:
  - projected number of Participating Teachers,
  - projected (full and part-time) number of Consulting Teachers needed to service the projected need,
  - released time for the Panel, Consulting Teachers, and Participating Teachers,
  - pay for Panel members and Consulting Teachers that is consistent with the pay parameters established by the negotiating parties, and
  - projected costs for training, administrative overhead, and if necessary, legal and consulting assistance.

(b) By July 15, the Program plan/budget will be submitted to the Association President and the Superintendent for approval. If the plan/budget is not approved by both parties, it may be modified by mutual agreement. By September 1, if the parties cannot reach agreement to either approve the plan/budget or to amend it, then the plan/budget will be implemented as submitted by the Panel, subject to Board approval.

4.2 <u>Consulting Teachers</u>

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 the standards in which improvement is needed. 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. <u>Other Provisions</u>

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 <u>Records</u>

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 5.3.3 All the documents for the Peer Program will be filed by the Human Resources Office separately from the individual personnel records, except as set forth in 3.1.8 above.

5.4 This agreement will be attached to the Collective Agreement as Appendix H

Appendix H

Form 1

Referral to Peer Assistance and Review Program
Based on an evaluation with an Overall Rating of Does Not Meet Standards 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*] Evaluation with an Overall Rating of Does Not Meet Standards.

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

Appendix H

Form 2

Evaluation of Teacher's Participation
in Peer Assistance and Review Program for
Teachers Referred Based on an
Evaluation with an Overall Rating of Does Not Meet Standards
[To be Completed by Consulting Teacher]

Participating
Teacher:_____

Consulting Teacher:_____

The Participating Teacher was referred to the Peer Program due to an Evaluation with an Overall Rating of Does Not Meet Standards by the Principal or other evaluator in the areas of subject matter knowledge, teaching strategies, or teaching methods and instruction.

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

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

Area in need of improvement:_____

_____

_____

Assistance provided:_____

_____

_____

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

Area in need of improvement:_____

_____

_____

Assistance provided:_____

_____

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

Area in need of improvement:_____

_____

_____

Assistance provided:_____

_____

_____

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

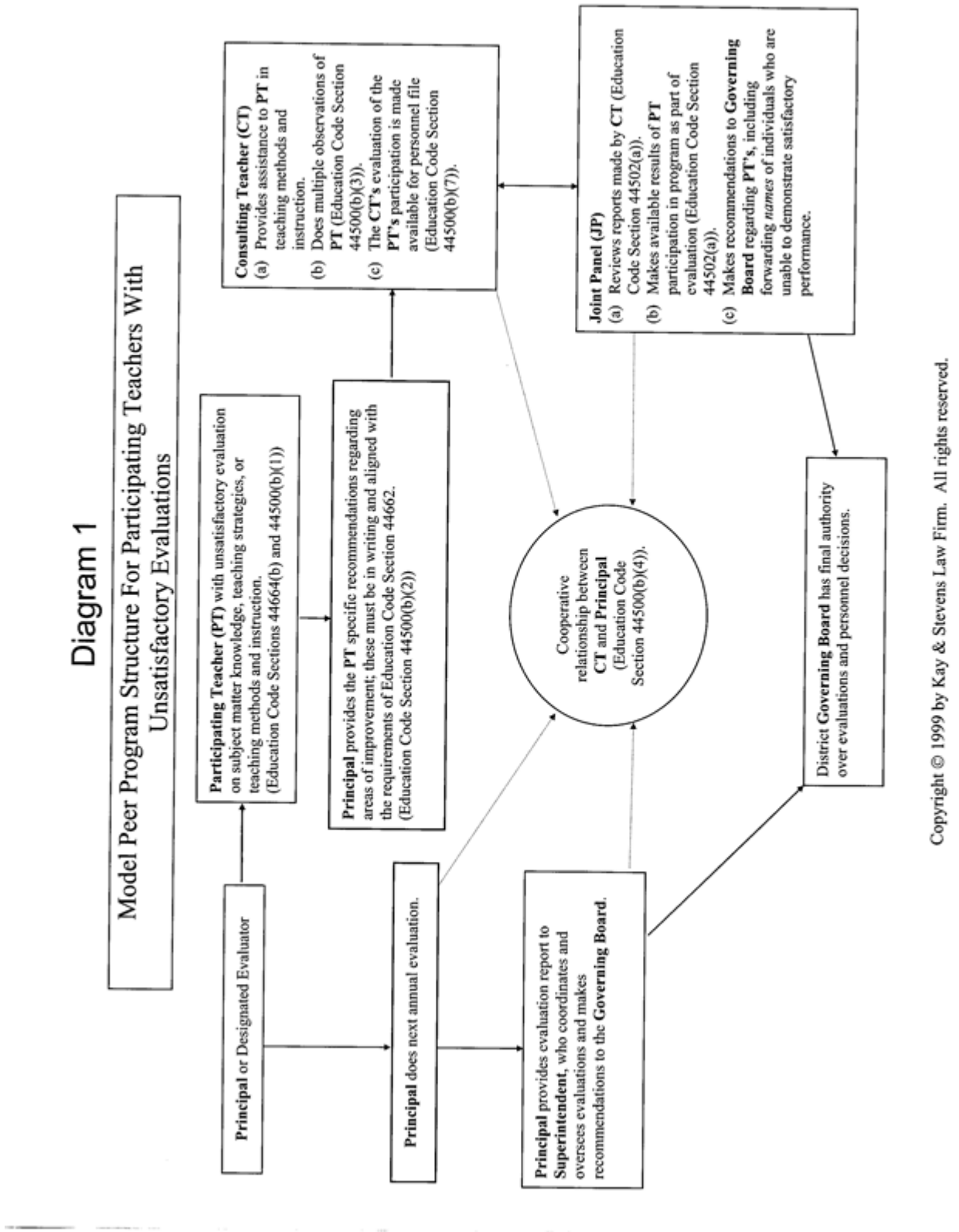
Other comments regarding the ***results*** of the teacher's participation in the Program are attached as needed.

_____ _____
Date Signature of Consulting Teacher

_____ _____
Date Signature of Participating Teacher

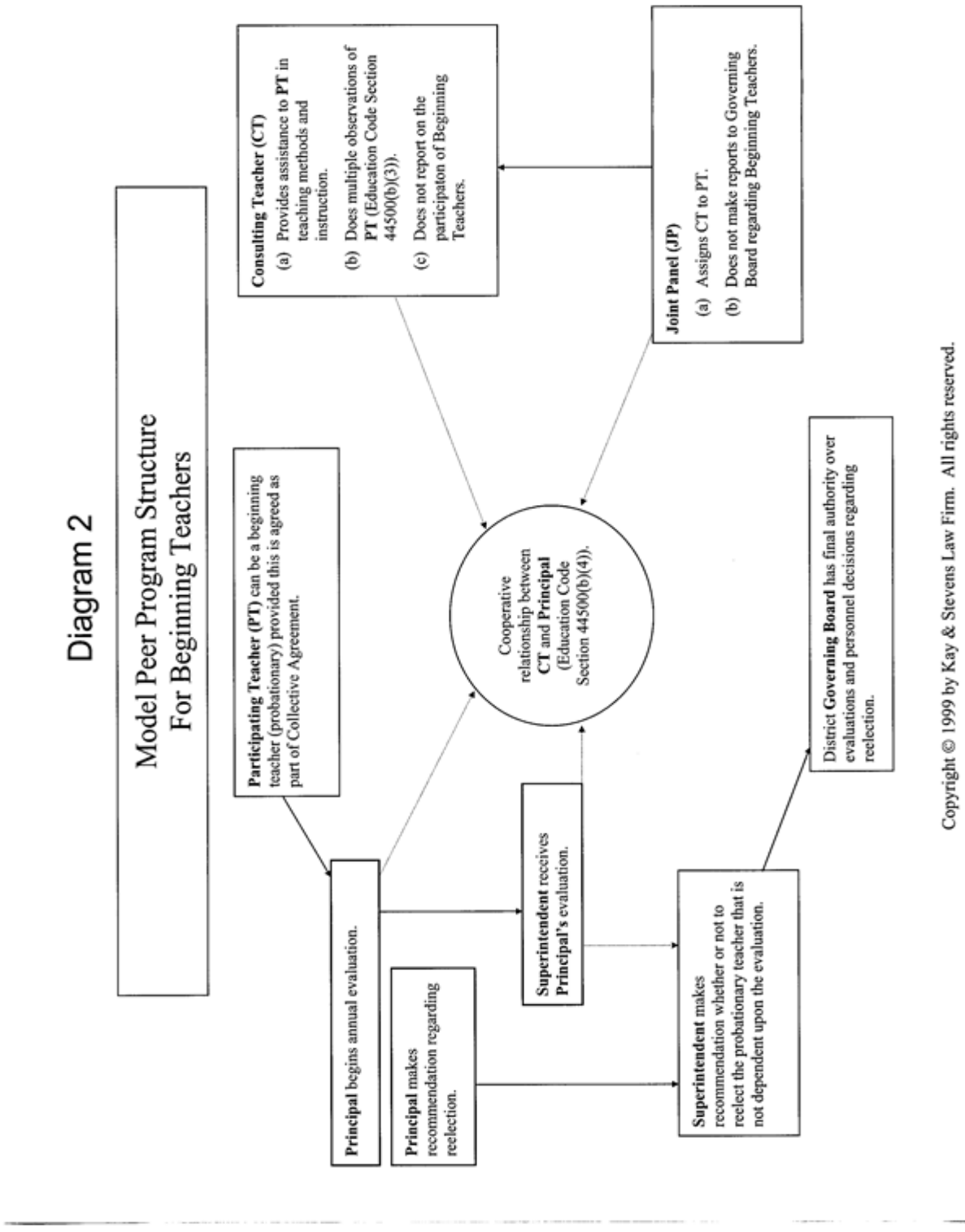
Diagram 1

Model Peer Program Structure For Participating Teachers With Unsatisfactory Evaluations



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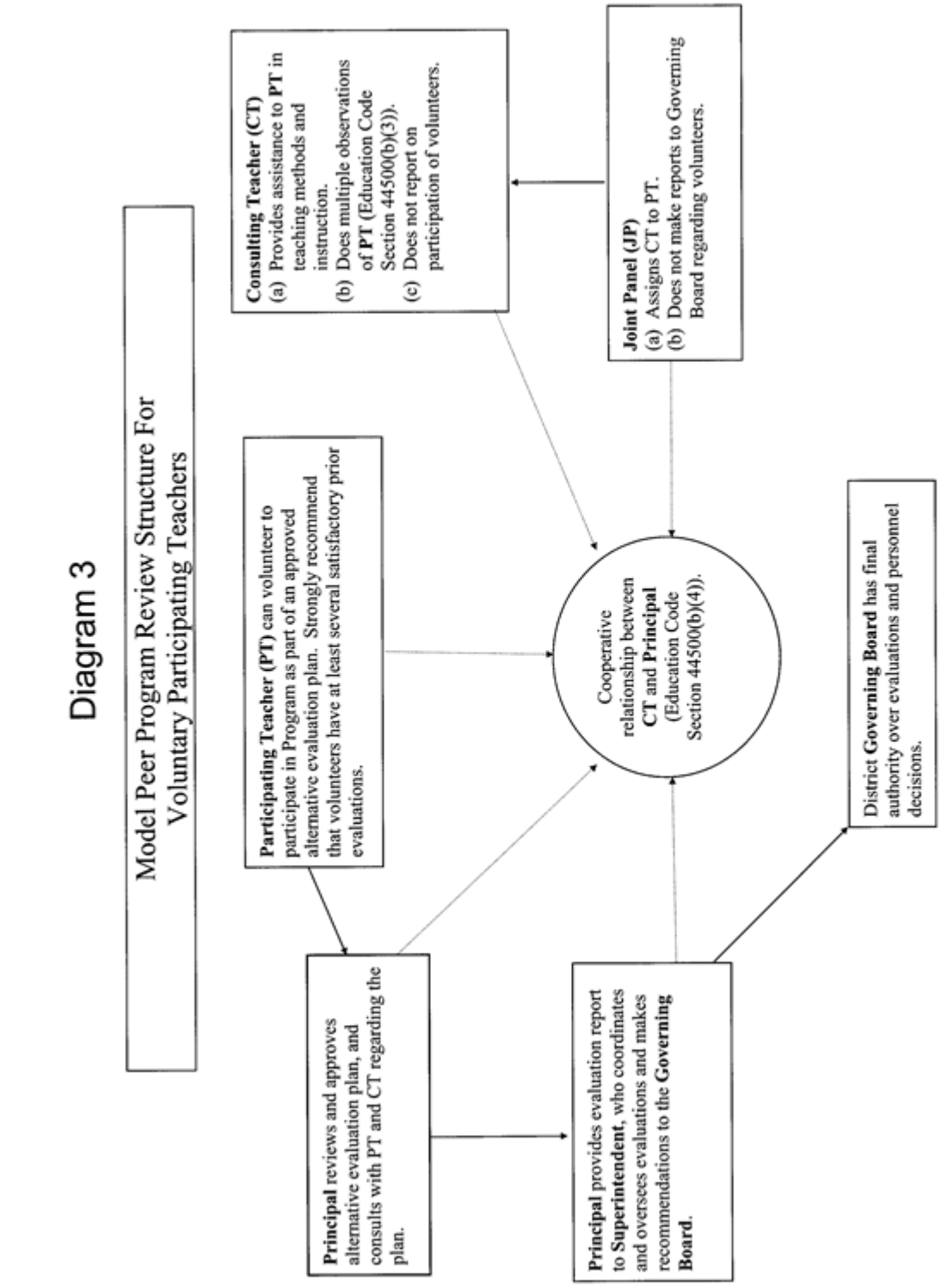
Appendix H


Diagram 2
Model Peer Program Structure
For Beginning Teachers
Consulting Teacher (CT)
(a) Provides assistance to PT in teaching methods and instruction.
(b) Does multiple observations of PT (Education Code Section 44500(b)(3)).
(c) Does not report on the participaton of Beginning Teachers.
Joint Panel (JP)
(a) Assigns CT to PT.
(b) Does not make reports to Governing Board regarding Beginning Teachers.
Participating Teacher (PT) can be a beginning teacher (probationary) provided this is agreed as part of Collective Agreement.
Cooperative relationship between CT and Principal (Education Code Section 44500(b)(4)).
District Governing Board has final authority over evaluations and personnel decisions regarding reelection.
Principal begins annual evaluation.
Principal makes recommendation regarding reelection.
Superintendent receives Principal's evaluation.
Superintendent makes recommendation whether or not to reelect the probationary teacher that is not dependent upon the evaluation.
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Appendix H

Diagram 3

Model Peer Program Review Structure For Voluntary Participating Teachers



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Appendix H

APPENDIX I: GRIEVANCE FORM

BERRYESSA UNION SCHOOL DISTRICT

GRIEVANCE FORM

Name of Grievant: _____ Date Filed: _____

Immediate Supervisor: _____ Site: _____

Conferee(s) if any: _____ Level: _____

---

1. Date grievance occurred: _____

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

   _____

   _____

   _____

   _____

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

   _____

   _____

   _____

   _____

   _____

2. Remedy desired:

   _____

   _____

   _____

   _____

_____ _____

Signature of Grievant Signature of Conferee (if any)

Appendix I

APPENDIX J: EDUCATION CODE SECTION 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.

APPENDIX: K

ABSENT TEACHER NAME:_____

Teacher: **Room #:**	**Teacher:** **Room #:**	**Teacher:** **Room #:**

Instructions: Label the receiving teachers' name and room number and list the students who, when the class is split, are to be sent to the teacher's class.

Appendix K