

**Berryessa Union School District
and
California Teachers Association of Berryessa**

California Teachers Association/National Education Association ("Association")

**AGREEMENT REGARDING ELECTED OFFICER RELEASE TIME
BASED ON EDUCATION CODE§ 44987
July 31, 2025**

Recitals

This Agreement is between the Berryessa Union School District ("District") and the California Teachers Association of Berryessa/California Teachers Association/National Education Association ("Association").

Under Education Code §44987:

(a) (1) The governing board of a school district shall grant to any employee, upon request, a leave of absence without loss of compensation for the purpose of enabling the employee to serve as an elected officer of any local school district public employee organization, or any statewide or national public employee organization with which the local organization is affiliated; and

(a) (3) Following the school district's payment of the employee for the leave of absence, the school district shall be reimbursed by the employee organization of which the employee is an elected officer for all compensation paid the employee on account of the leave. Reimbursement by the employee organization shall be made within 10 days after its receipt of the school district's certification of payment of compensation to the employee.

Through this agreement, the CTAB president seeks leave time under Education Code §44987, (a) (4): *The leave provided under this section shall be in addition to any leave to which public employees may be entitled by other laws or by a memorandum of understanding or collective bargaining agreement.*

Agreement

1. The District shall grant the CTAB president a paid leave of absence equaling twenty percent (20%) of the 2025-2026 school year without any loss of pay or benefits, including Health and Welfare benefits and employer STRS contribution.
2. The president will be released 20% of the school year, which shall generally be on Wednesday, for the 2025-2026 school year.
3. The CTAB president is expected to participate in two professional development days as part of their professional responsibilities (currently scheduled for September 24, 2025 and January 28, 2026) unless prevented by urgent union business.
4. If Wednesdays are not suitable during a given week, the president may choose another day for union business in his capacity as an elected officer of CTAB. The president will notify the district at least forty-eight (48) hours prior to the desired release time unless prevented by urgent union business.
5. The union shall reimburse the District for the 20% release time at the same rate of salary and benefits as the union president is currently receiving.
6. The term of this Agreement is for the 2025-2026 school year.
7. The Parties agree to the terms and conditions stated above and execute this agreement as follows:

On Behalf of the Association:


Christie Gurney (Jul 29, 2025 20:55:06 PDT)

Date: 07/29/2025

On Behalf of District Management:


Ricardo Cabrera (Jul 30, 2025 15:15:53 PDT)

Date: 07/30/2025