

**AGREEMENT**

**Between the**

**BRIGGS ELEMENTARY SCHOOL DISTRICT**

**And the**

**BRIGGS DISTRICT TEACHERS ASSOCIATION**

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**AGREEMENT****between the****BRIGGS ELEMENTARY SCHOOL DISTRICT****and the****BRIGGS DISTRICT TEACHERS ASSOCIATION****ARTICLE I - AGREEMENT**

- A. The Articles and provisions contained herein constitute a bilateral agreement (“Agreement”) by and between the Governing Board of the Briggs School District (the Public Employer “District”) and the Briggs District Teachers Association CTA/NEA (“Association”), an employee organization.
- B. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code (Rodda Act).
- C. This Agreement shall remain in full force and effect from July 1, 2020 through June 30, 2023. The District and Association shall reopen negotiations on Article III (Salary and Fringe Benefits) for the 2022-2023 school year. In addition, each party may select up to two (2) additional Articles for reopener negotiations for 2022-23.

**ARTICLE II - RECOGNITION**

The District confirms its recognition of the Association as the exclusive representative for that unit of employees recognized by the District as set out in Resolution XV dated May 19, 1976.

**ARTICLE III—SALARY AND FRINGE BENEFITS**

- A. Advancement in columns shall be based upon transcripts that shall be provided to the District by the employee not later than **October 1<sup>st</sup>** of the year of advancement. Verification of class attendance and completion shall be received by September 1<sup>st</sup> of the year of advancement.
- B. Petition to advance in columns shall be delivered to the Superintendent not later than **April 1<sup>st</sup>** of the year prior to the anticipated column change.
- C. Evaluation of transcripts shall be based upon the possession of a degree from an accredited university and semester hours of job-related course work completion subsequent to the chronological date of the degree.
- D. The District will continue to provide medical, dental, and vision plans for certificated employees and their families.

1. To the extent permitted by the insurance carriers, an open enrollment period will be provided to enable employees to make any desired changes in health plans.
2. The District will contribute the agreed upon amount annually beginning July 1<sup>st</sup> of the current school year as per addendum towards health, vision and dental benefits for each eligible full time employee. The amounts will be pro-rated for eligible contract union member who work less than full-time, but half-time or more. The district's contribution shall be paid in proportion to the percentage of contract as it relates to a full-time contract.
3. Alternative health plans will be examined by the Health Benefits Committee on an annual basis.

#### **E. Salary Schedule**

1. Salary for probationary and permanent non-miscellaneous certificated unit members shall be paid in accordance with the Certificated Salary Schedule, appended to this Agreement.
2. The Salary Schedule will reflect a 186 workday schedule. Three (3) days of the 186 day work year are a result of implementing the State's staff development program and consequently continuation of these days is dependent on continued State funding of this program.

#### **F. IRS 125 Plan**

The District will offer a Section 125 Plan.

### **ARTICLE IV-EVALUATION**

Teacher Evaluation procedures are recognized to be a cooperative effort between the teacher and his/her immediate supervisor for the express purpose of improving classroom instruction. To achieve the maximum benefit for which the teacher's evaluation procedure exists, the Teacher Evaluation Program identified in the **Board Policy/Administrative Regulations 4115** will be adhered to by the teacher and the evaluator.

- A.** Evaluation and assessment shall be made on a continuing basis according to the guidelines set by Education Code 44664 (b) and in Article IV (B).

The formal evaluation shall be in writing. If the employee is not performing satisfactorily according to the Governing Board's standards, he/she shall be notified in writing of such a fact. In those cases the Superintendent or designee shall make specific recommendations for improvement of the employee's performance. The employee shall be provided with the assistance necessary to improve his/her performance.

A copy of the evaluation shall be provided to the employee no later than 30 days before the last day of school. The employee shall have the right to respond to the evaluation. The response shall become a permanent attachment to the employee's personnel file. A meeting shall be held between the employee and the evaluator to discuss the evaluation before the last day of school. [Education Code 44663]

The Superintendent may require that employees who receive unsatisfactory ratings participate in a program designed to improve areas of performance in order to further student achievement and the district's objectives. [Education code 44664]

## **B. Evaluation Procedures for Probationary and Permanent Teachers**

1. Evaluation and assessment of the performance of each certificated employee shall be made on a continuing basis as follows:
  - a) At least once each school year for probationary and temporary personnel.
  - b) At least every other year for personnel with permanent status.
  - c) At least every five years for personnel with permanent status who have been employed at least 10 years with the school district, are highly qualified, if those personnel occupy positions that are required to be filled by a highly qualified professional by the federal No Child Left Behind Act of 2001 (20 U.S.C. Sec. 6301, et seq.), as defined in 20 U.S.C. Sec. 7801, and whose previous evaluation rated the employee as meeting or exceeding standards, if the evaluator and certificated employee being evaluated agree. The certificated employee or the evaluator may withdraw consent at any time. (Ed.Code 44664(a)).
2. Within the first four weeks of the school year, the evaluator will notify each employee in writing that he/she is subject to the formal evaluation process.
3. By the end of the first quarter, the evaluator and the employee will meet to discuss the curricular and instructional focus, which the District and the teacher have identified for that year. The discussion will include the criteria of assessment contained within the evaluation forms, the instructional time allocated to each subject, any assistance or problems which the teacher or principal identifies including but not limited to textbooks, student discipline, room environment, student testing data, necessary staff development, or other matters of concern. It will be the responsibility of the teacher and the principal to mitigate problems to the degree that it is feasible, to enhance the opportunity for student achievement. This language does not authorize the inclusion of standardized test scores as a criterion for assessment. Those scores shall only be used for planning instructional focus. The employee will not be required to write specific goals and objectives for the purpose of the evaluation. This meeting is designed to be a meeting between professionals with different roles but both co-operating to optimize student instruction.
4. The basis for evaluation shall be the standards adopted by the governing board pursuant to Education Code § 44662(a) which will include those standards adopted by the State of

California. The Superintendent or designee shall evaluate and assess certificated employee performance as it reasonably relates to California Standards for the Teaching Profession (1) Engaging & supporting all students in learning; (2) Creating & maintaining effective environments for student learning; (3) Understanding & organizing subject matter for student learning; (4) Planning instruction & designing learning experiences for all students; (5) Assessing student learning.

College courses and/or in-service programs will be identified for teachers who need training or assistance in any of the areas listed above.

5. A record of all formal observations and conferences will be made, and all necessary support material will be collected for attachment to the evaluation summary. The formal observations require no fewer than five (5) working days written notice to the employee of the evaluator's intent to observe. Should the evaluator identify problems with categories (1) through (5) above, those problems will be provided the employee in writing prior to inclusion in a final evaluation summary. The intent of this language is to provide the employee the opportunity to improve prior to noting the issue in a final evaluation report. It is not designed to preclude the Superintendent or designee from noting unprofessional conduct or conduct which could be documented pursuant to Education Code § 44932.
  6. A conference between the evaluator and employee shall be held within three school days following an observation, and any deficiencies and suggestions for improvement will be noted in writing.
  7. If the observations and/or evaluation disclose any areas in which improvement is needed, the evaluator shall offer positive assistance aimed at achieving the needed improvement. The employee shall take action to correct any cited deficiencies, based upon the evaluator's specific recommendations for improvement and his/her assistance in implementing such recommendations.
- C. Nothing in this regulation is intended to be interpreted contrary to the certificated collective bargaining agreement provisions dealing with evaluation.

This regulation is subject to annual review by the Board of Education.

#### **ARTICLE V - PEER ASSISTANCE AND REVIEW PROGRAM (PAR)**

##### **A. Philosophy**

The Briggs District Teachers Association and the Briggs Elementary School District are continuously striving to provide the highest possible quality of education. In order for students to succeed in learning, teachers must succeed in teaching. Therefore, the parties agree to cooperate in the design and implementation of programs to improve the quality of instruction through expanded and improved professional development and peer

assistance. Teachers referred to or who volunteer for the program are viewed as valuable professionals who deserve to have the best resources available provided to them in the interest of improving performance to a successful standard.

The Briggs Elementary School District and the Briggs Teachers Association agree:

- For students to succeed in learning every teacher must succeed in teaching,
- All teachers should focus on continuous improvement in their professional practice,
- Providing ongoing support ensures continuing standards of professionalism,
- Teachers new to the profession and new to the district need support and assistance.

The goal of the Briggs Peer Assistance and Review Program is to provide training to teachers so teachers can identify their own growth needs and can begin to provide assistance to each other as they grow professionally.

In accordance with legislation the program will:

- Be coordinated by the Briggs Assistance Panel (BAP).
- Focus on assistance to tenured teachers with an unsatisfactory evaluation, Referred Teachers (RT). In the absence of the need for assistance to a Referred Teacher, the program will focus on assistance to Beginning Teachers (BT) and Voluntary Teachers (VT).

Other Provisions:

- Functions performed by Consulting Teachers (CT) shall not constitute either management or supervisory functions as defined by Government Code Section 3540.1(g) and (m).
- Teachers who provide assistance and review or serve on the BAP 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 Government Code. BESD shall hold these teachers and administrators harmless for actions occurring within the scope of their responsibility for participation in PAR. The decisions of the consulting teacher or the BAP require the exercise of discretion and judgment and are therefore intended to be discretionary not ministerial.
- The final evaluation of a RT's participation in the program shall be made available for placement in the teacher's personnel file.

## **B. Definitions For Purposes Of This Document**

1. Classroom Teacher or Teacher: A teacher who is covered by the certificated evaluation guidelines.



2. Participating Teacher (PT): A teacher who participates in this program as referred teacher (RT), beginning teacher (BT), or volunteer teacher (VT).
3. Consulting Teacher (CT): An exemplary teacher who is selected by the BAP to assist a referred teacher, beginning teacher, or volunteer teacher.
4. Referred Teacher (RT): A teacher with permanent status who has been referred to the PAR program for assistance because the most recent final performance evaluation contained an unsatisfactory evaluation in subject matter knowledge, teaching strategies, teaching method and/or instruction as related to the Standards of the Teaching Profession Standards 1-5.
5. An unsatisfactory evaluation, which qualifies for referral to PAR, requires a determination that either the severity or preponderance of deficiencies in individual CSTP (excluding Standard for Developing as a Professional Educator) have seriously impacted the ability of a teacher to meet the learning needs of students. Evaluators must supply summary narratives for each standard with specific example of performance that supports judgments that a teacher needs improvement or is unsatisfactory and that supports the evaluation rating. These will be based on CFASST rubrics.
6. Beginning Teacher (BT): A teacher with probationary or temporary status. Assistance provided BTs would be coordinated with the BTSA program.
7. Volunteer Teacher (VT): A tenured teacher who requests peer assistance in a self-selected area of growth related to the Standards of the Teaching Profession in subject matter knowledge, teaching strategies, teaching methods, and/or instruction.
8. Principal: The certificated administrator appointed by the District to evaluate a certificated teacher.

**C. Briggs Assistance Panel (BAP) Responsibilities and Guidelines:**

1. The Panel will consist of three (3) members. Members of the Panel will include two teachers selected by the Briggs District Teachers Association and one administrator appointed by the District.
2. The Panel will establish the operational procedures of the Committee, including the method of selection of the Chairperson.
3. The Panel members' terms of service shall be determined by the district for the district appointee and by the Association for the teacher appointees.
4. The Panel will establish the meeting schedule. Such meetings may take place during the regular workday, in which event teachers who are members of the Panel will be

- released from their regular duties. Panel members will receive \$25 per meeting, not to exceed \$1000 per year.
5. All proceedings and materials related to evaluations, reports, and other personnel matters shall be strictly confidential. Therefore, joint panel members and consulting teachers may disclose such information only as necessary to administer this article.
  6. Total administrative expenses of the Panel shall not exceed 5% of the total funds available for PAR.
  7. The Panel will be responsible for:
    - a. Establishing the annual PAR program and budget.
    - b. Selecting, assigning, and overseeing the Consulting Teachers.
    - c. Submitting to the Governing Board and the Association an annual evaluation of the Program's impact.
    - d. Reviewing CT final summary reports on RT but not the interim working documents used by the CT.
    - e. Evaluating effectiveness of Consulting Teachers.
    - f. Coordinating with the District to provide training to CT and all Participating Teachers.
    - g. Storing records would be the responsibility of the BAP. The records will be confidential and in compliance with the legislation as determined by BAP.
    - h. Forward recommendations on the progress of the RT to the Board of Education.
    - i. Addressing the need for training of its members to include rubrics within the California Standards for the Teaching Profession Resources for Professional Practice Element Descriptions and Descriptions of Professional Practice (CFASST), etc.
  8. The selection of Consulting Teachers will be based on the number of RTs, BTs, VTs, and staff development needs.
  9. The BAP will develop training for Consulting Teachers in the areas of:
    - a. Developmental Stages of Teachers
    - b. Systematic Observation Techniques
    - c. Dealing With Difficult Clients
    - d. Conferencing Strategies with Participating Teacher
    - e. The "Language" of Report Writing
    - f. Due Process
    - g. Mentoring and Coaching Skills
    - h. Intervention Strategies, Classroom Management, and Different Assessment Techniques
    - i. Multiple Learning Modalities
    - j. Other areas as determined by the panel

10. The BAP will develop the annual budget for the PAR program in light of needs and resources within the yearly budgetary considerations.  
In no case will the annual budget exceed the fiscal resources available to fund the services provided by the program.
11. The BAP will annually evaluate the impact of the PAR program in order to improve the program.
12. The BAP will submit the evaluation and recommendations for improvements of the PAR program to the Governing Board and Briggs District Teachers Association.

#### **D. Consulting Teachers (CT)**

1. Consulting Teacher (CT) is a tenured teacher who will provide the following services and possess the following qualifications:
  - a. Provide assistance to a RT, BT, or VT.
  - b. Currently teaching in the District with at least 3 years of experience in the BESD.
  - c. Demonstrated exemplary teaching ability in accordance with the California Standards for the Teaching Profession.
    - Extensive knowledge and mastery of subject matter, teaching strategies, instructional techniques, and classroom management strategies necessary to meet the needs of pupils in different contexts.
  - d. Demonstrated:
    - Leadership ability.
    - Interpersonal skills.
    - Ability to work cooperatively and effectively with other teachers and administrators.
    - A commitment to their own professional growth and learning.
  - e. Willingness to engage in a formative assessment process in relation to California Standards for Teaching Profession.
  - f. Ability to communicate effectively both orally and in writing.
  - g. Ability to work within established timelines.
2. CTs will be trained to offer both peer assistance and to understand the specific functions of the Briggs PAR Program.
3. CTs provide assistance to RTs, BTs, or VTs for improving instructional performance in the areas of subject matter knowledge, teaching strategies, classroom management, or teaching methods and instruction and other areas as defined by the California Standards for the Teaching Profession.
  - a. CTs will assist PTs in developing an action plan to meet their individual professional needs.
  - b. CTs will be compensated an annual stipend of \$1000 (depending on the annual budget) per CT for each PT served per year.

**E. Referred Teacher (RT):**

1. A teacher with permanent status who has been referred by the Principal to receive assistance because the RTs most recent final performance evaluation was unsatisfactory overall in regard to subject matter knowledge, teaching strategies, teaching methods, and/or instruction as related to the Standards of the Teaching Profession Domains including:
  - a. Engaging & Supporting All Students In Learning
  - b. Creating & Maintaining Effective Environments for Student Learning
  - c. Understanding & Organizing Subject Matter for Student Learning
  - d. Planning Instruction & Designing Learning Experiences for All Students
  - e. Assessing Student Learning
2. Areas of need that do not constitute subject matter knowledge, classroom management, or teaching strategies shall not qualify a teacher to be referred to the PAR program. For example such areas include habitual tardiness or excessive absences or other issues not related to the California Standards for the Teaching Profession.
3. The RT will participate with the CT and Principal in a preliminary conference to focus on the assistance plan.
4. The RTs may videotape themselves teaching a lesson for self analysis and discussion purposes during conferences with the CT.

**F. Beginning Teacher (BT)**

1. In order to help new teachers successfully begin their careers in the Briggs Elementary School District, all probationary teachers may be required to participate in the PAR program.
2. The PAR program for BTs will include the BTSA program.
3. All BTs will receive assistance from a CT.
4. Communication between the BT and CT cannot be used in the evaluation process or as the basis for continuing mandatory participation in the PAR program.
5. All written material is confidential and the property of the BT.
6. All BTs will write an Individual Induction Plan as related to BTSA and the California Standards of the Teaching Profession.
7. All BTs may videotape themselves teaching a lesson for self analysis and discussion purposes during conferences with the CT.

**G. Volunteer Teacher (VT)**

1. Tenured teachers are encouraged to assist each other and may volunteer to receive peer assistance in his/her subject matter knowledge, classroom management, or teaching strategies as related to the California Standards of the Teaching Profession.
2. Communication between the VT and CT cannot be used in the evaluation process or as the basis for mandatory participation in the PAR program.
3. All written material is confidential and the property of the VT.
4. The purpose of participation in the PAR program for the VT is for peer assistance only, and the CT shall not participate in a performance review of the VT. The VT may terminate his/her participation in the PAR program at any time.

**ARTICLE VI-LEAVES****A. General**

1. Except as otherwise provided in this Article, employee leaves shall be governed by District Board Policy 4161 and Administrative Regulations 4161.1 through 4161.9. To the extent a leave provision contained in this Article conflicts with state or federal law, as determined by a court of competent jurisdiction or by a change in law effected by the legislature, such provision shall be void to the extent it violates law, and shall be subject to renegotiation during the term of the Agreement for the purpose of remedying the conflict. All other leave provisions shall remain in full force and effect.
2. In accordance with Family Code section 297.5, for the purpose of any personal leave contained in this Article and offered in accordance with California law, a registered domestic partner shall have the same rights, protections, and benefits as a spouse and protections provided to a spouse's child shall also apply to a child of a registered domestic partner.

**B. Pregnancy-Related Disability Leave**

1. Sick leave may be used for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom. The length of such disability leave, including the date on which the leave shall commence and the date on which normal duties shall be resumed, shall be determined by the Unit Member and the Unit Member's physician.

**C. Parental Leave for the Purposes of Child Bonding**

1. Effective January 1, 2017, as provided by Education Code section 44977.5, certificated unit members shall be entitled to parental leave as set forth in this section.

2. For purposes of this section, “parental leave” means leave for the purpose of bonding with the unit member’s newborn child, or with a newly placed child in the unit member’s household for adoption of foster care. Parental leave does not include leave taken for the employee’s disability due to pregnancy, childbirth, or recovery therefrom.
3. Certificated Unit members shall be entitled to use all available and accumulated sick leave for parental leave under this Article, for up to 12 workweeks.
4. When a certificated unit member has exhausted all available and accumulated sick leave and continues to be absent on account of parental (child bonding) leave under the California Family Rights Act (CFRA), he or she shall be entitled to differential pay during any of the remaining portion of the 12-workweek period designated for parental leave. “Differential pay” shall, in accordance with Education Code section 44977, consist of the difference between the salary due to a certificated employee on parental leave, and the sum actually paid to a substitute employee employed to fill his or her position during his or her absence or, if no substitute employee was employed, the amount that would have been paid to a substitute had he or she been employed. To be eligible for differential pay during parental leave, the certificated unit member must be eligible for leave under the CFRA as set forth in Government Code section 12945.2, except that he or she is not required to have worked 1,250 hours in the 12 month immediately preceding the leave.
5. The certificated unit member when possible shall provide the District with at least 30 days’ advance notice of his or her intention to use parental leave and the anticipated dates of the leave.
6. Parental leave must be used within 12 months following the birth or placement of the child.
7. Any leave taken under this section shall run concurrently with child bonding leave under the CFRA leave and shall count against any entitlement to child bonding leave under the CFRA. The aggregate amount of parental/child bonding leave taken under Education Code section 44977.5 and the CFRA shall not exceed 12 workweeks in any 12-month period.
8. Certificated unit members shall not be entitled to more than 12 workweeks of parental leave in any 12-month period.

#### **D. Personal Necessity Leave**

1. Unit members may use up to seven (7) days of accumulated sick leave benefits per school year for personal necessity leave for a qualifying reason. Up to four (4) of the seven (7) allotted personal necessity leave days may be used per school year without the unit member being required to disclose the reason. However, these “no tell” days may not be used for alternative employment; concerted activities; to extend school holidays, recesses,

or vacation; in conjunction with the first or last day of school; or on pupil-free days. In addition, no more than two “no tell” days may be used consecutively.

2. The following reasons for personal necessity leave shall not require pre-approval prior to taking personal necessity leave; however, a unit member should provide notice of the leave as soon as it is feasible and complete the required forms upon return from leave:
  - a. Death or serious illness of a member or of his/her immediate family.
  - b. Accidents involving a unit member’s person or property, or the person or property of a unit member’s immediate family of such an emergency nature that the immediate presence of the employee is required during the unit member’s workday.
  - c. The birth or adoption of his or her child.
  - d. Attending to legal or business matters of compelling importance which cannot be attended outside the workday.
  - e. Appearance in court as a litigant or witness upon subpoena.
  
3. The following reasons for personal necessity leave shall require pre-approval by the Superintendent or designee, and the Superintendent shall have final discretion as to whether to grant the leave. In order to ensure that a substitute may be obtained, request for approval shall be made by the unit member as soon as possible prior to the need for the leave:
  - a. Death involving close friends or relatives other than immediate family.
  - b. Accident involving relatives other than members of the immediate family.
  - c. Illness involving relatives other than members of the immediate family.
  - d. Attendance at religious observances, weddings, or observances honoring a unit member or members of the employee’s immediate family.
  - e. Unexpected personal or family situations which require immediate attention.
  - f. “No tell” days.

#### **E. Legal and Civic Duties:**

Employees shall be granted leave of absence not to exceed five days, to appear in court as jurors or as witnesses other than litigants.

The employees shall turn over to the district any jury or witness fees received, minus the cost of mileage and other expenses necessitated by the court appearance.

Leaves must be requested within two days of receipt of notice of court appearance. Failure to do so will result in leave without pay.

Notices, summons, and subpoenas for court appearance shall be submitted to the district office when requesting leaves.

**F. Bereavement Leave**

1. Unit members shall be entitled to a leave of absence, not to exceed five work days, on account of the death of any member of his or her immediate family. No deduction shall be made from the salary of such employee nor shall bereavement leave be deducted from any other leave to which the employee is entitled, except as provided herein.
2. Bereavement leave entitlement shall not accumulate from year to year.
3. For purposes of bereavement leave, members of the unit member's immediate family include:
  - a. The mother, father, grandmother, grandfather, or grandchild of the employee or the employee's spouse;
  - b. The employee's spouse, ex-spouse, son, step son, son-in-law, daughter, step daughter, daughter-in-law, brother or sister;
  - c. Any verifiable individual living in the employee's immediate household.
4. At the employee's request, bereavement leave may be additionally extended under the Personal Necessity leave provisions as provided in this Article.

**G. Differential Leave**

1. During each school year, when a unit member has exhausted all available sick leave, including all accumulated sick leave and, due to his or her own illness or injury, continues to be absent from his or her duties the unit member shall receive for a period up to five school months, his or her regular salary minus the actual cost paid to a substitute employee employed to fill the unit member's position during his or her absence. If, despite reasonable efforts, the District is unable to secure the employment of a substitute, the unit member's regular salary will be reduced by the amount that would have been paid to a substitute had one been employed.
2. For purposes of this Article, sick leave, including accumulated sick leave, and the five school month period shall run consecutively.
3. A unit member shall not be provided more than one five-month period per illness or accident. However, if a school year ends before the five-month period is exhausted, the unit member may take the balance of the five-month period in a subsequent school year.

**H. Industrial Accident or Illness Leave**

1. A unit member shall be entitled to a leave of absence for an industrial accident or illness, reported to, verified and accepted by Worker's Compensation as a bona fide illness or injury arising in the course of the unit member's assigned duties.
2. In any one fiscal year, and for the same accident, allowable leave shall be for 60 days during which the schools of the district are required to be in session or when the unit member would otherwise have been performing work for the district.



3. Allowable industrial accident or illness leave shall not accumulate form year to year.
4. When a unit member is absent from his or her duties because of an industrial accident or illness:
  - a. Industrial accident or illness leave shall start on the first day of absence.
  - b. The unit member shall be paid such portion of the salary due him or her for any month in which the absence occurs as, when added to his or her temporary disability indemnity under Division 4 or 4.5 of the labor Code, will result in a payment to the employee of not more than his or her full salary.
  - c. Industrial accident or illness leave shall be reduced by one day for each day of authorized absence, regardless of a temporary disability indemnity award.
  - d. When an industrial accident or illness leave overlaps into the next fiscal year, the unit member is entitled only to the amount of unused leave due the employee for the same illness or injury.
5. Upon expiration of allowable industrial accident or illness leave, the unit member shall be entitled to use personal illness and injury leave and differential leave. For purposes of personal illness/injury and differential leave, the unit member's absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the unit member continues to receive temporary disability indemnity, he or she may elect to take as much of his accumulated sick leave which, when added to his or her temporary disability indemnity, will result in a payment to him or her of not more than his or her full salary.
6. During any paid leave of absence, the unit member shall endorse to the district the temporary disability indemnity checks received on account of his or her industrial accident or illness. The district, in turn, shall issue to the unit member appropriate salary warrants for payment of the unit member's salary and shall deduct normal retirement, other authorized contributions, and the temporary disability indemnity, if any, actually paid to and retained by the unit member for period covered by such salary warrants.
7. Unit members receiving any benefits pursuant to this Section shall, during periods of injury or illness, remain within the State of California unless the governing board authorizes travel outside the state.

## **ARTICLE VII—TRANSFER AND REASSIGNMENT**

### **A. Definition of Vacancy**

A vacancy is a position for which no teacher is currently assigned. Vacancies may be created by restructuring, resignation, growth, transfer, or reassignment.

**B. Notification of District Vacancies**

The administration shall provide a list of known vacancies to all unit members when the first official vacancy announcement is made in the spring. Unit members shall be notified by district email up to a month before school starts. The closing date shall be no fewer than seven (7) working days after notification.

**C. Criteria for Voluntary Transfers and Reassignments**

The following criteria shall be used in consideration of transfer or reassignment requests:

- a. Legal requirements and/or best interests of the District
- b. Credential(s); individual
- c. Seniority in the District

**D. Criteria for Involuntary Transfers and Reassignments**

Involuntary transfers or reassignments may be initiated by District management when necessary or appropriate. In effectuating such transfers or reassignments, the District shall not act arbitrarily, capriciously, or without basis in fact and shall follow and apply any or all of the criteria listed below:

- a. Legal requirements and/or best interests of the District
- b. Credential(s); individual
- c. Seniority in the District

The administrator will conference with each certificated staff member affected starting with the most senior person.

**ARTICLE VIII – GRIEVANCE PROCEDURE****A. Preamble**

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems, which may from time to time arise affecting welfare or working conditions of unit members and the Association. The District and the Association are committed to using problem solving methods that value the maintenance of positive working relationships. An interest based approach means avoidance of win or lose results and inventing options for mutual gain when possible.

**B. General Provisions & Definitions**

1. It is agreed to use an interest-based approach for resolving problems prior to level II of the formal process.
2. A grievance is an allegation that the District has violated, misinterpreted, or misapplied a specific provision of this agreement or of a Board of Education policy specifically

incorporated by this agreement and that by reason of such violation the grievant believes that a unit member's rights have been adversely affected. All other matters and disputes of any nature are beyond the scope of these procedures. Also excluded from these procedures are other matters so indicated elsewhere in this agreement.

3. The respondent in all cases shall be the District itself rather than any individual. The filing or pendency of a grievance shall not delay or interfere with implementation of any District action during the processing thereof.
4. For the purposes of this article, a day shall mean a day when the District office is open.
5. The "grievant" is the unit member, unit members, or the Association making the claim.

### **C. Informal Level**

1. Before filing a formal written grievance, the grievant shall make a reasonable attempt to resolve it by means of an informal conference with the grievant's immediate administrator.

### **D. Level I**

1. If an employee or the Association wishes to initiate a formal grievance, the employee or Association must do so within twenty (20) workdays after the occurrence of the act or omission giving rise to the grievance by presenting such grievance in writing to the immediate administrator with a copy provided simultaneously to the Association. If neither the grievant nor the Association had actual or constructive knowledge of the occurrence of the grievable act or omission, and could not with the exercise of reasonable diligence have known about it, then the twenty (20) day time limit shall begin to run on the date upon which either the grievant or Association knew or could with reasonable diligence have known of the occurrence.
2. The written statement shall be a clear and concise statement of the grievance, including the date of the informal conference and who was present, the options considered, the specific provisions of the agreement alleged to have been violated, misapplied or misinterpreted; the circumstances involved; and the interests of the grievant sought to be addressed. The grievance shall be submitted on a jointly developed grievance form provided by the District.
3. Either party may request that a facilitator be chosen to attempt to resolve the grievance set out above at a joint meeting of the District and the Association. If neither the grievant nor the District requests a facilitator, a personal conference will be held to see if a solution can be reached which meets the interests of the grievant and the District. If no mutual agreement can be reached at the conference, the administration shall communicate a decision to the employee in writing within ten (10) workdays after receiving the grievance and such action will terminate Level I.

**E. Level II**

1. In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision in writing to the superintendent or designee within ten (10) workdays after the termination of Level I with a copy simultaneously provided to the Association.
2. This written appeal described herein shall be submitted on a Level II grievance form provided by the District, and shall include a copy of the original grievance, the decision rendered at Level I, and a clear, concise statement of the reasons for the appeal. Either the grievant or the superintendent or designee may request a personal conference.
3. The superintendent or designee shall communicate a written decision within ten (10) workdays after receiving the appeal and such a decision will terminate Level II.

**F. Level III - Mediation**

1. If the Association or District elects, the grievance may be referred to a mediator from the PERB. Both the Association and the District agree to participate in the process in good faith in an attempt to reach an equitable resolution.
2. If the grievant requests mediation, the District shall contact PERB for the assignment of the mediator within 5 days of the request. A meeting will be scheduled as soon as calendars can be arranged. If an agreement is reached, the agreement shall be reduced to writing and signed by the grievant, the Association, and the District. This agreement shall be nonprecedential and shall constitute a settlement of the grievance. If an agreement is not reached, the mediator will advise the parties in writing of his or her termination of the mediation phase of this procedure, including his or her recommended solution to the issue.

**G. Miscellaneous Provisions**

1. Failure to meet time limits. Time limits hereunder may be lengthened or shortened in any particular case only by mutual written agreement. Failure to meet time limits by the District shall mean that the grievance may be automatically advanced to the next level.
2. Association Representation. The Association is entitled to represent a grievant at all stages of this process except in situations where the Association has been requested in writing not to represent the grievant. In those situations the District shall not agree to a final resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to state its views on the matter.
3. Reasonable released time. Grievance meetings normally will be scheduled by the District so as not to conflict with classroom teaching or other assigned duties. When it is necessary for a representative designated by the Association, a grievant, or a witness to

attend a grievance meeting with the District during the day, he or she shall be released without loss of pay.

4. Confidentiality. In order to encourage a professional and harmonious disposition of unit members' complaints, it is agreed that from the time a grievance is filed until it is processed through arbitration, neither the grievant nor the Association nor the District shall make public either the grievance or evidence regarding the grievance.
5. No reprisal. There shall be no reprisal against a unit member for filing a grievance or assisting a grievant in the above procedure. There shall be no reprisals on the behalf of the Association or its unit members against unit members who testify against Association positions or otherwise render assistance to management.
6. Grievance files. The District's records dealing with the filing and processing of a grievance shall be maintained separately from the grievant's personnel file.

## **ARTICLE IX – ORGANIZATIONAL SECURITY AND DUES DEDUCTIONS**

### **A. Dues Deductions**

The District will deduct from the pay of Association members and pay to the Association the normal and regular monthly union membership dues and general assessments duly authorized by the Association as voluntarily authorized in writing by the unit member on a form supplied by the Association to the District, subject to the following:

1. The District shall not be obligated to put into effect any new changed or discontinued deduction until the pay period commencing fifteen (15) days or more after such submission.
2. The District shall deduct one-tenth (1/10) of such dues from the regular salary warrant of the employee each month for ten months. Employees who sign such authorization after commencement of the school year shall pay a prorated amount.
3. The Association and District agree to furnish to each other any information needed to fulfill the provisions of this Article.

### **B. Hold Harmless Clause**

The Association shall indemnify and hold the District harmless against any reasonable legal fees, legal costs, and settlement or judgment liability arising from any court or administrative action relating to the school district's compliance with this Article. The Association shall have the exclusive right to determine whether any such action or proceeding shall or shall not be compromised, resisted, defended, tried, or appealed. This indemnification and hold harmless duty shall not apply to actions related to compliance with this Article brought by the Association against the District.

**ARTICLE X- SCHOOL CALENDAR**

Certificated employees shall be required to be on duty a total of 186 days in adherence to the district's adopted calendar: 180 instructional days, three (3) teacher workdays, and three (3) Staff Development days. (Article III, F1)

**ARTICLE XI - MAINTENANCE OF STANDARDS**

- A. All District policies related to scope as defined in Section 3543.2 of Government Code Chapter 10.7 (Sections 3540-3549) shall remain in force for the duration of this Agreement except as modified in the Agreement and in this Article.
- B. During the term of this agreement, the Association waives its right to negotiate except if the District proposes a change in existing policy or initiates new policy within the scope as set forth above, then the Association has the right to meet and negotiate on the impact of such policy. Any such change or supplemental agreement shall be reduced to writing, signed by the employer representative and the Association representative and submitted to the employer and the members of the Association for approval and subsequent implementation.

**ARTICLE XII-JOB SHARE**

## Certificated Job Share

1. Job-sharing shall be defined as two unit members sharing the responsibility of a full-time assignment.
2. Application Process
  - a. Applications for a new job sharing assignment for the following school year shall be filed with the District no later than March 15<sup>th</sup>.
  - b. Each employee must hold a valid teaching credential. Probationary teachers will be treated in accordance with the law.
  - c. A job sharing arrangement shall be for one (1) year, but may be renewed in writing on an annual basis.
  - d. The principal/superintendent shall notify in writing the applicants of its decision whether to approve or deny the applications by May 15<sup>th</sup>.
  - e. Contracts are issued for one year only. The principal, in consultation with the district superintendent, may decide for any reason to non-renew a job-share agreement for the next school year. An employee holding a job-share will be notified of the intent to non-renew by March 15<sup>th</sup> of the job-sharing contract year. At the conclusion of the school year, the job-share agreement may be renewed. If the contract is not renewed for any reason, or if either or both participants do not wish to renew the job-share agreement for the following year, the teacher returns to full-time status in any vacancy for which he or she is endorsed. If no vacancy exists, the employee is subject to reduction-in-force

actions based on seniority dates. An employee wanting to terminate his or her job-share agreement during the contract year may do so only in accordance to the terms of the agreement.

- f. During the course of the school year contract, should either teacher be unable to meet the terms of the contract (extended leave, resignation, etc.), the other teacher will meet one of two conditions:
- 1) The teacher will assume the other teacher's duties and will become full-time at the point of the first teacher's departure if eligible for full-time employment.
  - 2) If not eligible for full-time employment, the teacher will agree to job-share with another half-time teacher selected by the principal, accept a long-term substitute position for the other half-time position, or immediately resign his or her .5 position, thus enabling the principal to hire a full-time teacher.
- g. The job share proposal will include plans for how the applicants would ensure close cooperation for such matters as how to handle parent conferences and preparation of progress reports and report cards, attendance at staff meetings, coverage for adjunct duties, and supervision duties, etc. The teacher attending the staff meeting will provide the other teacher with the information covered in the staff meeting.

### 3. Work Assignment

- a. Work assignments include, but are not limited to teaching, preparation and grading, conferencing, open house, and back to school night.
- b. Teachers shall work together on each non-teaching preparation day prior to the opening of school and the first teaching day of the school year to ensure a smooth opening. Teachers will comply with all conditions of the "buy back" day's requirement for a .50 teacher.
- c. Job sharing teachers may mutually agree to exchange regularly assigned times, subject to notification and approval by the principal.

### 4. Compensation and Benefits

- a. All wages, benefits and paid leaves shall be prorated according to the actual time worked. In no event, shall the total amount of health and welfare benefits for the job sharers exceed the amount the District would have paid if the position had not been shared.
- b. Job sharing teachers shall receive salary schedule increments on a prorated basis, provided that no movement on the salary schedule shall occur until the teacher has accrued at least one year's worth of credit (e.g., has worked fifty percent (50%) for two (2) years. STRS credit shall be governed by applicable statutory provisions.

## 5. Evaluation

- a. Job sharing unit members shall be evaluated using the same procedure applied to full time unit members.

## **ARTICLE XIII-MISCELLANEOUS CERTIFICATED STIPENDS**

1. If the current Certificated Employee is required to move to a new classroom on non-contracted days they will be compensated as per the current miscellaneous salary schedule in addendum.
2. Annual Stipends
3. Tutoring- as per the current miscellaneous salary schedule in addendum
4. Summer School
  - a. All interested applicants must attend the informational meeting held no later than May 15<sup>th</sup>. Applications will be due in the District office no later than June 1<sup>st</sup>. The eligibility list will be finalized and emailed to all applicants within 5 working days.
  - b. All contracted teachers shall be eligible to apply for summer school teaching positions. Faculty shall be selected and notified before the end of the regular school year. If additional faculty is needed based on increased enrollment, the next eligible teacher(s) will be notified as soon as possible by district email. Responses will be required within 24 hours to secure the position.
  - c. Placement on the eligibility list will be based on seniority **and** the following criteria:
    - The first offer of employment will be made to permanent teachers who have not taught in the previous two summers.
    - The second offer of employment will be made to permanent teachers who have not taught the previous summer.
    - The third offer of employment will be made to all remaining teachers who applied.
- 4(a). Saturday School
  - a. All interested applicants must attend the informational meeting which will be held at the beginning of the school year to be placed on the rotating eligibility list.
  - b. Placement on the eligibility list will be based on seniority **and** the following criteria:
    - The first offer of employment will be made to permanent teachers who have not taught Saturday school in the previous two years.
    - The second offer of employment will be made to permanent teachers who have not taught Saturday School the previous year.
    - The third offer of employment will be made to all other permanent teachers first and then to all remaining teachers who applied.



- c. Notification for Saturday school will be given the previous Wednesday by 4:00.

#### **ARTICLE XIV-WORK DAY**

1. Instructional Day: The individual unit member regular instructional day will be differentiated by grade level as follows:

Kindergarten; no fewer than 295 minutes  
Grades 1-3; no fewer than 310 minutes  
Grades 4; no fewer than 325 minutes  
Grades 5-8; no fewer than 340 minutes

Beginning and ending time of the Instructional Day may vary between school sites and shall be determined by the District.

Unit members recognize their responsibility to their profession and will perform professional and adjunct duties during and/or outside the instructional day necessary to fulfill their obligations to the educational process. The parties recognize that the professional duties of unit members include but are not limited to: teaching; lesson planning; preparing materials for instruction; preparing for and attending Individualized Education Plan meetings and student study team meetings; reviewing and evaluating pupils' work and record keeping; meeting with students, parents and District personnel including faculty and grade level meetings; improvement of professional skills; and participating in adjunct duties incidental to the District's programs. Adjunct duties incidental to the District's programs include: participating in on Back-to-School Night in the Fall, one Open House in the Spring, and (for unit members who teach eighth grade students) commencement activities; afterschool yard, playground, or bus supervisory and parent pick-up duty (which shall be shared equally amongst unit members at each site).

Unit member participation on site or district councils or committees shall be voluntary; however, if such duties remain uncovered, the site administrator may assign such duties to unit members at each site on an equitable basis.

Participation in staff development during the 7.5 hour work day shall be required. Any staff development that exceeds a 7.5 hour day shall include compensation at the hourly rate for the additional time. At least 3 working days' notice shall be given prior to any staff development that shall exceed a 7.5 hour day.

2. Duty-Free Lunch: Unit members shall be entitled to one duty-free lunch period each day of no less than thirty (30) minutes.
3. The unit member's work day shall commence 15 minutes prior to the start of the school site Instructional Day, and the unit member shall remain present at the school site for seven hours thirty minutes (7.5 hours) after commencement of the work day. If notice is given to the site administrator, unit members may leave 15 minutes after the conclusion of the Instructional Day if professional obligations have been met. The length of the on-site obligation shall remain the same on minimum days, non-student days, and in-service days unless otherwise reduced by the site administrator.

4. Each school year, seventeen (17) days of the early released Wednesdays shall be designated for on-site teacher-directed preparation and collaboration. An additional eight (8) days of early released Wednesdays shall be designated and utilized specifically for teacher-directed collaborative grade-level planning, the entire time of which must be used for this purpose and must take place on site. Nine (9) days of early released Wednesdays shall be district-directed time. In the event there is an additional Wednesday in the school year, it may be utilized as a district-directed meeting. A yearly calendar of these days shall be set at the start of each school year.
5. Faculty meetings (defined as all certificated staff at a site) shall not be scheduled during teacher-directed early released Wednesdays except in the case of exigent need. One week per month (except months containing Winter or Spring break) shall be free from faculty meetings.
6. Unit members assigned to Olivelihoods School shall be provided with one on-site release day per trimester to be utilized as teacher-directed time. The District shall collaborate with unit members to determine the scheduling of the release days based on the educational needs of the school site, and such schedule shall be determined by September 30 of each school year. In the event there are insufficient substitutes available to provide for a release day (after providing for substitutes due to leaves identified in Article VI of this Agreement), the District shall retain the right to cancel the scheduled release day and shall collaborate with the affected unit member(s) to reschedule the release day.
7. Unit members assigned to teach in self-contained classrooms at Briggs School shall have teacher directed time for one period during the Instructional Day. District shall determine subject taught during unit member's self-directed time and the period the unit member will be assigned self-directed time. Teachers in self-contained classrooms will be responsible for providing the statutorily required physical education minutes.
8. Unit members assigned to teach Grades 7 and/or 8 at Briggs School shall have teacher-directed time for one period during the Instructional Day.
9.
  - a. Upon verification by the Superintendent or designee that a unit member teaching in a self-contained classroom at Briggs School or teaching Grade 6, 7 and/or 8 at Briggs School (1) is unable to take his/her scheduled teacher-directed period due to a conflicting mandatory schedule obligation (e.g. mandatory assembly, speaker, pictures), or due to a business need of the District (e.g. covering another certificated assignment) and (2) such "prep" period is unable to reasonably be rescheduled by the Principal, the unit member shall be given compensatory time at a rate of one (1) unit of comp time for each "prep" period lost.
  - b. Compensatory time may be taken by a unit member in units of five (5) (e.g. once five units are accumulated, the unit member may schedule a compensatory day off), except as otherwise approved by the Principal or designee to be released for less than a full day in exchange for fewer accumulated units. Comp time should be taken during the semester

in which five (5) units is accumulated, and in no case later than the conclusion of the subsequent semester. Any balance of fewer than five (5) units will be carried over into the following semester.

- c. A unit member may elect, in advance, the option of taking compensatory day off when five (5) units has been earned, or instead being paid for five (5) units at the current teacher hourly rate effective July 1, 2021.

## **ARTICLE XV-CLASS SIZE**

### **A. Class Size in Transitional Kindergarten through Kindergarten**

1. The District shall endeavor to maintain an annual average class size enrollment in Transitional Kindergarten (“TK”) through Kindergarten (“K”) of no more than 24 students per 1.0 FTE certificated personnel assigned to such classrooms. The annual average class size enrollment in grades TK and K shall not exceed 26:1.
2. The District and BTA agree that Article XV.A shall be interpreted and applied as a District-specific collectively bargained alternative class size enrollment for Grades TK-K as permitted by Education Code section 42238.02 for the purposes of calculating the Local Control Funding Formula Grade Span Adjusted base grant. The District and BTA further agree that the agreed upon annual average class size enrollment for TK-K shall apply at each school site within the District where those grade level classes exist.
3. If, at any time, the District learns it will not receive a sufficient funding grant for TK-K Grade Span Adjustment under the Local Control Funding Formula, the 26:1 class size cap shall be suspended and class sizes in Grades TK-K shall not exceed the maximum average class size as permitted under the Education Code. In addition, in such an event, the parties shall meet and negotiate to reach a mutually agreeable alternate class size consistent with law.
4. Each full-time unit member assigned to teach TK or K shall be provided with 2.5 hours of daily aide support. The District’s Superintendent or designee shall have discretion to determine the scheduling of such support.

### **B. Class Size in Grades 1 through 3**

1. The District shall endeavor to maintain an annual average class size enrollment in Grades 1 through 3 of no more than 25 students per 1.0 FTE certificated personnel assigned to such classrooms. The annual average class size enrollment in Grades 1 through 3 shall not exceed 27:1. If the average daily class size enrollment in any Grade 1-3 class exceeds 25:1 by more than 5% as measured on the first Instructional Day of the second, sixth, and ninth attendance months, that unit member shall be provided with two (2) days of release time during each trimester in which the average daily class size was so exceeded. The District’s Superintendent or designee

shall have discretion to determine the scheduling of such release time, and the entire period of release time shall be utilized by the unit member, on site, as teacher-directed time.

2. The District and BTA agree that Article XV.B shall be interpreted and applied as a District-specific collectively bargained alternative class size enrollment for Grades 1-3 as permitted by Education Code section 42238.02 for the purposes of calculating the Local Control Funding Formula Grade Span Adjusted base grant. The District and BTA further agree that the agreed upon annual average class size enrollment for 1-3 shall apply at each school site within the District where those grade level classes exist.
3. If, at any time, the District learns it will not receive a sufficient funding grant for 1-3 Grade Span Adjustment under the Local Control Funding Formula, the 27:1 class size cap shall be suspended and class sizes in Grades 1-3 shall not exceed the maximum average class size as permitted under the Education Code. In addition, in such an event, the parties shall meet and negotiate to reach a mutually agreeable alternate class size consistent with law.

C. Class Size in Grades 4 through 6

1. The District shall endeavor to maintain an annual average class size enrollment in Grades 4 through 6 of no more than 28 students per 1.0 FTE certificated personnel assigned to such classrooms. If the average daily class size enrollment in any Grade 4 through 6 exceeds 28:1 by more than 5% as measured on the first Instructional Day of the second, sixth, and ninth attendance months, that unit member shall be provided with two (2) days of release time during each trimester in which the average daily class size was so exceeded. The District's Superintendent or designee shall have discretion to determine the scheduling of such release time, and the entire period of release time shall be utilized by the unit member, on site, as teacher-directed time.

D. Class Size in Grades 7 through 8

1. The District shall endeavor to maintain an annual average class size enrollment in Grades 7 through 8 of no more than 32 students per 1.0 FTE.

Exceptions to Daily Class-Size Ratios

The following classes shall not be subject to the daily class-size ratios specified in this Article:

1. Physical Education
2. Chorus
3. Band
4. Drama



**ARTICLE VIII**  
**GRIEVANCE PROCEDURE FORMS**

BRIGGS ELEMENTARY SCHOOL DISTRICT  
12465 Foothill Road  
Santa Paula, CA 93060

GRIEVANCE FORM

LEVEL I

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

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

What specific provision of the agreement was violated, misinterpreted, or misapplied?

When did the act or omission leading to the grievance occur?

Please describe the problem and the reasons why it is important for you to see a resolution of this issue. What interest would you like to see met in a resolution?

Do you desire a facilitator to assist at Level I?

BRIGGS ELEMENTARY SCHOOL DISTRICT  
12465 Foothill Road  
Santa Paula, CA 93060

GRIEVANCE FORM

LEVEL I  
SUPERVISOR RESPONSE

Date of Response: \_\_\_\_\_

Supervisor Response:

Within ten (10) workdays after receiving the grievance.  
Supervisors decision terminates Level I.



BRIGGS ELEMENTARY SCHOOL DISTRICT  
12465 Foothill Road  
Santa Paula, CA 93060

GRIEVANCE FORM

LEVEL II  
APPEAL

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

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

I wish to appeal my immediate supervisor's decision because:

Give clear concise statement of the reasons for the appeal. Must be filed within ten (10) workdays after closure of Level I

Attach:

1. Copy of the original grievance
2. Decision rendered at Level I

BRIGGS ELEMENTARY SCHOOL DISTRICT  
12465 Foothill Road  
Santa Paula, CA 93060

GRIEVANCE FORM

LEVEL II  
APPEAL DECISION

Date of Decision: \_\_\_\_\_

Supervisors Response:

Within ten (10) workdays after receiving the grievance.  
Supervisors decision terminates Level II.

BRIGGS ELEMENTARY SCHOOL DISTRICT  
12465 Foothill Road  
Santa Paula, CA 93060

GRIEVANCE FORM

LEVEL III  
REQUEST FOR MEDIATION

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

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

Mediation Request Statement:

\*District shall contact SMCS for the assignment of the mediator within 5 days of the request.

**ARTICLE IV**

**EVALUATION FORMS**

BRIGGS ELEMENTARY SCHOOL DISTRICT

CERTIFICATED STAFF  
FORMAL EVALUATION PROCESS

Board Policy 4115 and Administrative Regulations 4115

Step I: (white)

Notice of Formal Evaluation

Step II: October (green)

Notice for Appointment to Discuss Curricular and Instructional Focus and Strategies Plan based on the California Standards for the Teaching Profession

Step III: November-December (pink)

Notice of Pre-Observation Meeting

Pre-Observation Form

Notice of Formal Classroom Observation

Classroom Observation Report

Step IV: February-March (yellow)

Notice of Pre-Observation Meeting

Pre-Observation Form

Notice of Formal Classroom Observation

Classroom Observation Report

Step V: April (white)

Notice of Evaluation Report Meeting

Evaluation Report for Classroom Teachers

BRIGGS ELEMENTARY SCHOOL DISTRICT  
12465 Foothill Road  
Santa Paula, CA 93060  
(805) 525-7540

EVALUATION AND SUPERVISION  
STEP I

Date:

TO:

FR:

RE: Notice of Formal Evaluation for \_\_\_\_\_ Year

In accordance with Board Policy 4115 you are scheduled for a formal evaluation. The evaluation process will be as follows:

1. October: A meeting with your evaluator to develop professional growth plan
2. November – December: First formal observation
3. February – March: Second formal observation
4. April: Final Evaluation Meeting

Recommendations from previous evaluations or conferences and the California Standards for the Teaching Profession and Goals are to be the basis for developing your professional growth plan.

RE: California Standards for the Teaching Profession in Staff Handbook

BRIGGS ELEMENTARY SCHOOL DISTRICT  
12465 Foothill Road  
Santa Paula, CA 93060  
(805) 525-7540

EVALUATION AND SUPERVISION  
STEP II

Notice of Appointment to Discuss Curricular and Instructional Focus and Strategies

|       |   |
|-------|---|
| DATE: |   |
| TO:   |   |
| FR:   |   |
| RE:   | Evaluation Appointment To Discuss Curricular and Instructional Focus and Strategies |

In accordance with BP & AR 4115, I have scheduled the first meeting of your formal evaluation to discuss your Curricular and Instructional Focus and Strategies. The meeting is scheduled at \_\_\_\_\_ on \_\_\_\_\_ in my office.

Refer to your copy of the California Standards for the Teaching Profession. Come prepared to discuss your desired areas of focus.

Please keep in mind the evaluation process is intended to assist you with teaching strategies, personal practices, and professional growth that will result in improved student achievement.

**CALIFORNIA STANDARDS FOR THE TEACHING PROFESSION**

**STANDARD ONE:**

|   |
|---|
| <b>ENGAGING &amp; SUPPORTING ALL STUDENTS IN LEARNING</b>   |
| <ul style="list-style-type: none"> <li>1-1 Connecting students’ prior knowledge, life experience, and interests with learning goals</li> <li>1-2 Using a variety of instructional strategies and resources to respond to students’ diverse needs</li> <li>1-3 Facilitating learning experiences that promote autonomy, interaction, and choice</li> <li>1-4 Engaging students in problem solving, critical thinking, and other activities that make subject matter meaningful</li> <li>1-5 Promoting self-directed, reflective learning for all students</li> </ul> |

**STANDARD TWO:**

|   |
|---|
| <b>CREATING &amp; MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING</b>   |
| <ul style="list-style-type: none"> <li>2-1 Creating a physical environment that engages all students</li> <li>2-2 Establishing a climate that promotes fairness and respect</li> <li>2-3 Promoting social development and group responsibility</li> <li>2-4 Establishing and maintaining standards for student behavior</li> <li>2-5 Planning and implementing classroom procedures and routines that support student learning</li> <li>2-6 Using instructional time effectively</li> </ul> |

**STANDARD THREE:**

|   |
|---|
| <b>UNDERSTANDING &amp; ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING</b>   |
| <ul style="list-style-type: none"> <li>3-1 Demonstrating knowledge of subject matter content and student development</li> <li>3-2 Organizing curriculum to support student understanding of subject matter</li> <li>3-3 Interrelating ideas and information within and across subject matter</li> <li>3-4 Developing student understanding through instructional strategies that are appropriate to the subject matter</li> <li>3-5 Using materials, resources, and technologies to make subject matter accessible to students</li> </ul> |

**STANDARD FOUR:**

|  |
|--|
| <b>PLANNING INSTRUCTION &amp; DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS</b>  |
| <ul style="list-style-type: none"> <li>4-1 Drawing on and valuing students’ backgrounds, interests, and developmental learning needs</li> <li>4-2 Establishing and articulating goals for student learning</li> <li>4-3 Developing and sequencing instructional activities and materials for student learning</li> <li>4-4 Designing short-term and long-term plans to foster student learning</li> <li>4-5 Modifying instructional plans to adjust for student needs</li> </ul> |

**STANDARD FIVE:**

|   |
|---|
| <b>ASSESSING STUDENT LEARNING</b>   |
| <ul style="list-style-type: none"> <li>5-1 Establishing and communicating learning goals for all students</li> <li>5-2 Collecting and using multiple sources of information to assess student learning</li> <li>5-3 Involving and guiding all students in assessing their own learning</li> <li>5-4 Using the results of assessments to guide instruction</li> <li>5-5 Communicating with students, families, and other audiences about student progress</li> </ul> |

**STANDARD SIX:**

|   |
|---|
| <b>DEVELOPING AS A PROFESSIONAL EDUCATOR</b>  |
| <ul style="list-style-type: none"> <li>6-1 Reflecting on teaching practice and planning professional development</li> <li>6-2 Establishing professional goals and pursuing opportunities to grow professionally</li> <li>6-3 Working with communities to improve professional practice</li> <li>6-4 Working with families to improve professional practice</li> <li>6-5 Working with colleagues to improve professional practice</li> </ul> |



STANDARD FOR  
ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING

Teachers build on students' prior knowledge, life experience, and interests to achieve learning goals for all students. Teachers use a variety of instructional strategies and resources that respond to students' diverse needs. Teachers facilitate challenging learning experiences for all students in environments that promote autonomy, interaction and choice. Teachers actively engage all students in problem solving and critical thinking within and across subject matter areas. Concepts and skills are taught in ways that encourage students to apply them in real-life contexts that make subject matter meaningful. Teachers assist all students to become self-directed learners who are able to demonstrate, articulate, and evaluate what they learn.

*Key Element: Connecting students' prior knowledge, life experience, and interests with learning goals.*

As teachers develop, they may ask, "How do I..." or "Why do I..."

- help students to see the connections between what they already know and the new material?
- help students to connect classroom learning to their life experiences and cultural understandings?
- support all students to use first and second language skills to achieve learning goals?
- open a lesson or unit to capture student attention and interest?
- build on students' comments and questions during a lesson to extend their understanding?
- make "on the spot" changes in my teaching based on students' interests and questions?

*Key Element: Using a variety of instructional strategies and resources to respond to students' diverse needs.*

As teachers develop, they may ask, "How do I..." or "Why do I..."

- engage all students in a variety of learning experiences that accommodate the different ways they learn?
- use a variety of strategies to introduce, explain, and restate subject matter concepts and processes so that all students understand?
- choose strategies that make the complexity and depth of subject matter understandable to all students?
- use strategies that support subject matter learning for second language learners?

- modify materials and resources and use appropriate adaptive equipment to support each student's fullest participation?
- use technology to enhance student learning?
- vary my instructional strategies to increase students' active participation in learning?
- ask questions or facilitate discussion to clarify or extend students' thinking?
- make use of unexpected events to augment student learning?
- recognize when a lesson is falling apart and what do I do about it?

*Key Element: Facilitating learning experiences that promote autonomy, interaction, and choice*

As teachers develop, they may ask, "How do I..." or "Why do I..."

- use the classroom environment to provide opportunities for independent and collaborative learning?
- provide a variety of grouping structures to promote student interactions and learning?
- participate in and promote positive interactions between all students?
- support and monitor student autonomy and choice during learning experiences
- support and monitor student collaboration during learning activities?
- help students make decisions about managing time and materials during learning activities?

*Key Element: Engaging students in problem solving, critical thinking and other activities that make subject matter meaningful.*

As teachers develop, they may ask, "How do I..." or "Why do I..."

- provide opportunities for all students to think, discuss, interact, reflect and evaluate content?
- help all students to learn, practice, internalize and apply subject-specific learning strategies and procedures?
- support all students in critically investigating subject matter concepts and questions?
- engage all students to ask critical questions and consider diverse perspectives about subject matter?

- provide opportunities for all students to learn and practice skills in meaningful contexts?
- help all students to analyze and draw valid conclusions about content being learned?

*Key Element: Promoting self-directed, reflective learning for all students.*

As teachers develop, they may ask, “How do I…” or “Why do I…”

- motivate all students to initiate their own learning and to strive for challenging learning goals?
- encourage all students to describe their own learning processes and progress?
- explain clear learning goals for all students of each activity or lesson?
- engage all students in opportunities to examine and evaluate their own work and to learn from the work of their peers?
- help all students to develop and use strategies for knowing about, reflecting on, and monitoring their own learning?
- help all students to develop and use strategies for accessing knowledge and information?

STANDARD FOR  
CREATING AND MAINTAINING  
EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING

Teachers create physical environments that engage all students in purposeful learning activities and encourage constructive interactions among students. Teachers maintain safe learning environments in which all students are treated fairly and respectfully as they assume responsibility for themselves and one another. Teachers encourage all students to participate in making decisions and in working independently and collaboratively. Expectations for student behavior are established early, clearly understood, and consistently maintained. Teachers make effective use of instructional time as they implement class procedures and routines.

*Key Element: Creating a physical environment that engages all students.*

As teachers develop, they may ask, “How do I…” or “Why do I…”

- arrange the room to facilitate positive classroom interactions?
- arrange and adapt classroom seating to accommodate individual and group learning needs?
- manage student and teacher access to materials, technology, and resources to promote learning?
- create a classroom environment that reflects and promotes student learning?
- make the classroom environment safe and accessible for all students?

*Key Element: Establishing a climate that promotes fairness and respect.*

As teachers develop, they may ask, “How do I…” or “Why do I…”

- help all students become respectful of others who may be different from them?
- model and promote fairness, equity, and respect in the classroom?
- encourage, support, and recognize the achievements and contributions of all students?
- encourage students to take risks and be creative?
- understand and respond to inappropriate behaviors in a fair, equitable way?

*Key Element: Promoting social development and group responsibility.*

As teachers develop, they may ask, “How do I…” or “Why do I…”

- help all students accept and respect different experiences, ideas, backgrounds, feelings, and points of view?
- group students to promote social development and learning?
- facilitate the development of each student’s self esteem?
- create opportunities for all students to communicate and work with one another?
- teach leadership skills and provide opportunities for all students to use them?
- use classroom rules to support all students in assuming responsibility for themselves and one another?
- create opportunities for all students to become self-directed learners?

*Key Element: Establishing and maintaining standards for student behavior.*

As teachers develop, they may ask, “How do I…” or “Why do I…”

- understand the reasons for student behavior?
- establish and consistently maintain standards for behavior that reflect my students’ developmental and personal needs?
- intervene when student behavior does not meet agreed-upon classroom standards?
- facilitate student participation in classroom decision-making?
- help all students learn to solve problems and resolve conflicts?
- support all students as they develop responsibility for their own behavior?
- work collaboratively with families to maintain standards for student behavior?

*Key Element: Planning and implementing classroom procedures and routines that support student learning.*

As teachers develop, they may ask, “How do I…” or “Why do I…”

- develop a daily schedule, timelines, classroom routines, and classroom rules?
- involve all students in the development of classroom procedures and routines?
- support students to internalize classroom rules, routines, and procedures and to become self-directed learners?
- develop classroom procedures and routines that promote and maintain a climate of fairness and respect?
- Make decisions about modifying procedures and rules to support student learning?

*Key Element: Using instructional time effectively.*

As teachers develop, they may ask, “How do I…” or “Why do I…”

- structure time with students to support their learning?
- help students move from one instructional activity to the next?
- pace and adjust instructional time so that all students remain engaged?
- redirect student behavior in the most productive and time effective way?
- ensure that adequate time is provided for all students to complete learning activities?
- provide time for all students to reflect on their learning and process of instruction?
- structure time for day to day managerial and administrative tasks?

STANDARD FOR  
UNDERSTANDING AND ORGANIZING  
SUBJECT MATTER FOR STUDENT LEARNING

Teachers exhibit strong working knowledge of subject matter and student development. Teachers organize curriculum to facilitate students' understanding of the central themes, concepts, and skills in the subject area. Teachers interrelate ideas and information within and across curricular areas to extend students' understanding. Teachers use their knowledge of student development, subject matter, instructional resources and teaching strategies to make subject matter accessible to all students.

*Key Element: Demonstrating knowledge of subject matter content and student development.*

As teachers develop, they may ask, "How do I..." or "Why do I..."

- identify and understand the key concepts and underlying themes and relationships in the subject area(s) to be taught?
- ensure that my knowledge of the subject matter incorporates different perspectives?
- continue to keep my subject matter knowledge current?
- ensure that my subject matter knowledge is sufficient to support student learning?
- build understanding of my students' cognitive and linguistic development?
- build understanding of my students' social, emotional, and physical development?

*Key Element: Organizing curriculum to support student understanding of subject matter.*

As teachers develop, they may ask, "How do I..." or "Why do I..."

- use my knowledge of development to organize and sequence the curriculum to increase student understanding?
- use my subject matter knowledge to organize and sequence the curriculum to increase student understanding?
- use my knowledge of the subject to plan units and instructional activities that demonstrate key concepts and their interrelationships?
- organize subject matter effectively to reveal and value different cultural perspectives?

- incorporate subject or grade level expectations and curriculum frameworks in organizing subject matter?
- organize curriculum to ensure that students develop a deep understanding of core concepts in each subject matter area?

*Key Element: Interrelating ideas and information within and across subject matter areas.*

As teachers develop, they may ask, “How do I…” or “Why do I…”

- identify and integrate key concepts and relationships across subject matter areas?
- help all students to relate subject matter concepts to previous lessons and their own lives?
- help all students to see the relationships and connections across subject matter areas?
- help all students to apply learning from different curricular areas to solve problems?
- Develop units and lessons that highlight themes within and across subject matter areas?

*Key Element: Developing student understanding through instructional strategies that are appropriate to the subject matter.*

As teachers develop, they may ask, “How do I…” or “Why do I…”

- develop and use a repertoire of instructional strategies well suited to teaching a particular subject matter?
- use my knowledge of subject matter to help students construct their own knowledge?
- challenge all students to think critically in each subject area?
- build on student life experience, prior knowledge, and interests to make the content relevant and meaningful to them?
- use a variety of instructional strategies and approaches to illustrate a concept and its connections within and across subject areas?
- Help all students develop enthusiasm for and a deep knowledge of the subject matter?



*Key Element: Using materials, resources, and technologies to make subject matter accessible to students.*

As teachers develop, they may ask, “How do I…” or “Why do I…”

- use subject matter resources, materials, and technologies to organize the curriculum?
- select and use instructional materials and resources that promote students’ understanding of subject matter?
- select and use learning materials and resources that reflect the diversity in my classroom?
- use technologies to convey key concepts in the subject matter area?
- help all students gain access to useful materials, resources, and technologies to support their learning of subject matter?

STANDARD FOR  
PLANNING INSTRUCTION AND  
DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS

Teachers plan instruction that draws on and values students' backgrounds, prior knowledge, and interests. Teachers establish challenging learning goals for all students based on student experience, language, development, and home and school expectations. Teachers sequence curriculum and design long-term and short-range plans that incorporate subject matter knowledge, reflect grade-level curriculum expectations, and include a repertoire of instructional strategies. Teachers use instructional activities that promote learning goals and connect with student experiences and interest. Teachers modify and adjust instructional plans according to student engagement and achievement.

*Key Element: Establishing and articulating goals for student learning.*

As teachers develop, they may ask, "How do I..." or "Why do I..."

- establish short-term and long-term goals for student learning?
- ensure that each instructional activity is related to learning goals?
- build on the strengths, interests, and needs of all students to establish high expectations for learning?
- Establish learning goals that address all students' language, experience, and home and school expectations?
- design instructional activities so that all students participate in setting and achieving learning goals?
- ensure that goals for student learning promote critical thinking and problem solving?

*Key Element: Developing and sequencing instructional activities and materials for student learning.*

As teachers develop, they may ask, "How do I..." or "Why do I..."

- sequence subject matter concepts to support student learning?
- use formal and informal student assessment in short-term and long-term planning?
- plan to use instructional strategies appropriate to the complexity of the lesson content and student learning needs?

- select and sequence curriculum to promote understanding and critical thinking for all students?
- sequence instruction to help students see relationships and connections across subject matter areas?
- choose and adapt instructional materials to make subject matter relevant to students' experience and interests?
- develop and sequence instruction that supports students' second language learning and subject matter knowledge?

*Key Element: Designing short-term and long-term plans to foster student learning.*

As teachers develop, they may ask, “How do I...” or “Why do I...”

- develop short-term and long-term plans that build on and extend students' understanding of subject matter?
- make decisions about organizing curriculum to allow enough time for student learning, review, and assessment?
- think ahead toward long-term goals for student learning?
- use my knowledge of subject matter and my students to plan and pace instructional activities over time?
- plan to ensure access to challenging, diverse, academic content for all students?
- provide opportunities for all students to learn at their own pace in my daily, weekly, and unit plans?
- incorporate diverse subject matter perspectives in my planning?

*Key Element: Modifying instructional plans to adjust for student needs*

As teachers develop, they may ask, “How do I...” or “Why do I...”

- adjust the lesson plan to make content relevant and accessible to each student?
- revise plans based on formal and informal student assessment?
- adjust my plans to allow enough time for student learning?

- modify my plans to ensure opportunities for all students to learn and synthesize information?
- reflect on my teaching to inform short-term and long-term planning?

## STANDARD FOR ASSESSING STUDENT LEARNING

Teachers establish and clearly communicate learning goals for all students. Teachers collect information about student performance from a variety of sources. Teachers involve all students in assessing their own learning. Teachers use information from a variety of ongoing assessments to plan and adjust learning opportunities that promote academic achievement and personal growth for all students. Teachers exchange information about student learning with students, families, and support personnel in ways that improve understanding and encourage further academic progress.

*Key Element: Establishing and communicating learning goals for all students.*

As teachers develop, they may ask, “How do I…” or “Why do I…”

- use subject matter standards from district, state, and other sources to guide how I establish learning goals for each student?
- involve all students and families in establishing goals for learning?
- review and revise learning goals with every student over time?
- ensure that student learning goals reflect the key subject matter concepts, skills, and applications?
- ensure that goals for learning are appropriate to my students’ development, language acquisition, or other special needs?
- ensure that my grading system reflects goals for student learning?
- Work with other educators to establish learning goals and assessment tools that promote student learning?

*Key Element: Collecting and using multiple sources of information to assess student learning.*

As teachers develop, they may ask, “How do I…” or “Why do I…”

- use a variety of assessments to determine what students know and are able to do?
- select, design, and use assessment tools appropriate to what is being assessed?
- know that the assessment tools I use are matched to and support my goals for student learning?

- collect, select, and reflect upon evidence of student learning?
- work with families to gather information about all students and their learning?
- ensure that my grades are based on multiple sources of information?
- assess my students to support student learning goals, district standards, and family expectations?
- Use standardized tests, diagnostic tools, and developmental assessments to understand student progress?
- Use a range of assessment strategies to implement and monitor individualized student learning goals (including IEP goals)?

*Key Element: Involving and guiding all students in assessing their own learning.*

As teachers develop, they may ask, “How do I…” or “Why do I…”

- make assessment integral to the learning process?
- model assessment strategies for all students?
- develop and use tools and guidelines that help all students assess their own work?
- help all students to build their skills in self-reflection?
- provide opportunities for all students to engage in peer discussion of their work?
- help all students to understand and monitor their own learning goals?
- provide opportunities for all students to demonstrate and reflect on their learning inside and outside of the classroom?

*Key Element: Using the results of assessments to guide instruction.*

As teachers develop, they may ask, “How do I…” or “Why do I…”

- use assessment to guide my planning?
- use informal assessments of student learning to adjust instruction while teaching?

- use assessment data to plan more effective ways of teaching subject matter concepts and processes?
- use assessment information to determine when and how to revisit content that has been taught?
- use assessment data to meet students' individual needs?
- Use assessment results to plan instruction to support students' individual educational plans (IEP)?

*Key Element: Communicating with students, families, and other audiences about student progress.*

As teachers develop, they may ask, “How do I...” or “Why do I...”

- provide all students with information about their progress as they engage in learning activities?
- provide opportunities for all students to share their progress with others?
- communicate learning goals to all students and their families?
- initiate and maintain regular contact with families and resource providers about student progress?
- communicate the results of assessments with my students and their families?
- involve families as partners in the assessment process?

**STANDARD FOR DEVELOPING AS A PROFESSIONAL EDUCATOR**

Teachers reflect on their teaching practice and actively engage in planning their professional development. Teachers establish professional learning goals, pursue opportunities to develop professional knowledge and skill, and participate in the extended professional community. Teachers learn about and work with local communities to improve their professional practice. Teachers communicate effectively with families and involve them in student learning and the school community. Teachers contribute to school activities, promote school goals and improve professional practice by working collegially with all school staff. Teachers balance professional responsibilities and maintain motivation and commitment to all students.

*Key Element: Reflecting on teaching practice and planning professional development.*

As teachers develop, they may ask, “How do I…” or “Why do I…”

- assess my growth as a teacher over time?
- learn about teaching as I observe and interact with my students?
- reflect on my instructional successes and dilemmas to move my practice forward?
- analyze my teaching to understand what contributes to student learning?
- formulate professional development plans that are based on my reflection and analysis?

*Key Element: Establishing professional goals and pursuing opportunities to grow professionally.*

As teachers develop, they may ask, “How do I…” or “Why do I…”

- maintain an attitude of lifelong learning?
- learn more about my own professional roles and responsibilities?
- establish goals and seek out opportunities for professional growth and development?
- use professional literature, school district, and other professional development opportunities to increase my understanding of teaching and learning?



- continue to seek out and refine approaches that make the curriculum accessible to every student?
- expand my knowledge of new instructional methods and technologies?
- benefit from and contribute to professional organizations to improve my teaching?

*Key Element: Working with communities to improve professional practice.*

As teachers develop, they may ask, “How do I…” or “Why do I…”

- value and respect the student’s community and appreciate its role in student learning?
- increase my understanding of the cultures and dynamics of my students’ communities?
- promote collaboration between school and community?
- identify and use school, district, and local community social service resources to benefit students and their families?
- seek out and use resources from the local community and businesses to support student learning?
- provide my students with community-based experiences that support their learning?
- interact with students in activities outside the classroom?

*Key Element: Working with families to improve professional practice.*

As teachers develop, they may ask, “How do I…” or “Why do I…”

- value and respect students’ families and appreciate their role in student learning?
- develop an understanding of families’ racial, cultural, linguistic, and socioeconomic backgrounds?
- engage families as sources of knowledge about students’ linguistic and social backgrounds?
- promote positive dialogue and interactions with all families, and respond to their concerns about student progress?
- ensure that communication with all students and their families is understood?

- provide opportunities for all families to participate in the classroom and school community?
- present the educational program to all families?

*Key Element: Working with colleagues to improve professional practice.*

As teachers develop, they may ask, “How do I…” or “Why do I…”

- create opportunities to collaborate with my colleagues?
- collaborate with teachers, administrators, education specialists, and paraprofessionals to ensure that all students’ diverse learning needs are met?
- engage in thoughtful dialogue and reflection with colleagues to solve teaching-related problems?
- participate in making and implementing school-wide decisions?
- contribute to school-wide events and learning activities?
- establish and maintain relationships with other school staff to become a visible and valued member of the school community?
- use observations of colleagues to improve my teaching?
- prevent and resolve personal and professional conflicts with colleagues?
- contribute to the learning of other educators?

BRIGGS ELEMENTARY SCHOOL DISTRICT  
12465 Foothill Road  
Santa Paula, CA 93060  
(805) 525-7540

EVALUATION AND SUPERVISION  
STEP III  
Notice Pre-Observation Meeting

|       |   |
|-------|---|
| DATE: |   |
| TO:   |   |
| FR:   |   |
| RE:   | Evaluation Appointment To Discuss Curricular and Instructional Focus and Strategies |

I have scheduled a pre-observation meeting with you in my office on \_\_\_\_\_  
at \_\_\_\_\_.

BRIGGS ELEMENTARY SCHOOL DISTRICT  
12465 Foothill Road  
Santa Paula, CA 93060  
(805) 525-7540

EVALUATION AND SUPERVISION  
STEP III  
PRE-OBSERVATION

Teacher Name: \_\_\_\_\_ Date: \_\_\_\_\_ Time Fr: \_\_\_\_\_ To: \_\_\_\_\_

DESCRIPTION OF THE LESSON:

OTHER:

BRIGGS ELEMENTARY SCHOOL DISTRICT  
12465 Foothill Road  
Santa Paula, CA 93060  
(805) 525-7540

EVALUATION AND SUPERVISION  
STEP III  
Notice of Formal Classroom Observation

|       |                       |
|-------|-----------------------|
| DATE: |                       |
| TO:   |                       |
| FR:   |                       |
| RE:   | Classroom Observation |

I have scheduled a classroom observation in your classroom on \_\_\_\_\_ at \_\_\_\_\_ and a follow-up meeting with you at \_\_\_\_\_ in my office.

BRIGGS ELEMENTARY SCHOOL DISTRICT  
12465 Foothill Road  
Santa Paula, CA 93060  
(805) 525-7540

EVALUATION AND SUPERVISION  
STEP III  
CLASSROOM OBSERVATION REPORT

Teacher Name: \_\_\_\_\_ Date: \_\_\_\_\_ Time Fr: \_\_\_\_\_ To: \_\_\_\_\_

DESCRIPTION OF THE LESSON:

STANDARDS/PRACTICES OBSERVED:

SUGGESTIONS FOR LESSON IMPROVEMENT:

BRIGGS ELEMENTARY SCHOOL DISTRICT

12465 Foothill Road  
Santa Paula, CA 93060  
(805) 525-7540

EVALUATION AND SUPERVISION  
STEP IV  
Notice of Pre-Observation Meeting

|       |                         |
|-------|-------------------------|
| DATE: |                         |
| TO:   |                         |
| FR:   |                         |
| RE:   | Pre-Observation Meeting |

I have scheduled a pre-observation meeting with you in my office on \_\_\_\_\_  
at \_\_\_\_\_.

BRIGGS ELEMENTARY SCHOOL DISTRICT  
12465 Foothill Road  
Santa Paula, CA 93060  
(805) 525-7540

EVALUATION AND SUPERVISION  
STEP IV  
PRE-OBSERVATION

Teacher Name: \_\_\_\_\_ Date: \_\_\_\_\_ Time Fr: \_\_\_\_\_ To: \_\_\_\_\_

DESCRIPTION OF THE LESSON:



BRIGGS ELEMENTARY SCHOOL DISTRICT  
12465 Foothill Road  
Santa Paula, CA 93060  
(805) 525-7540

EVALUATION AND SUPERVISION  
STEP IV  
Notice of Formal Classroom Observation

|       |  |
|-------|--|
| DATE: |  |
|-------|--|

|     |  |
|-----|--|
| TO: |  |
|-----|--|

|     |  |
|-----|--|
| FR: |  |
|-----|--|

|     |                       |
|-----|-----------------------|
| RE: | Classroom Observation |
|-----|-----------------------|

I have scheduled a classroom observation in your classroom on \_\_\_\_\_ at \_\_\_\_\_ and a follow-up meeting with you at \_\_\_\_\_ in my office.

BRIGGS ELEMENTARY SCHOOL DISTRICT  
12465 Foothill Road  
Santa Paula, CA 93060  
(805) 525-7540

EVALUATION AND SUPERVISION  
STEP IV  
CLASSROOM OBSERVATION REPORT

Teacher Name: \_\_\_\_\_ Date: \_\_\_\_\_ Time Fr: \_\_\_\_\_ To: \_\_\_\_\_

DESCRIPTION OF THE LESSON:

STANDARDS/PRACTICES OBSERVED:

SUGGESTIONS FOR LESSON IMPROVEMENT:

BRIGGS ELEMENTARY SCHOOL DISTRICT  
12465 Foothill Road  
Santa Paula, CA 93060  
(805) 525-7540

EVALUATION AND SUPERVISION  
STEP V  
Notice of Evaluation Report Meeting

|       |                           |
|-------|---------------------------|
| DATE: |                           |
| TO:   |                           |
| FR:   |                           |
| RE:   | Evaluation Report Meeting |

I have scheduled an Evaluation Report Meeting with you at \_\_\_\_\_ in my office.

BRIGGS ELEMENTARY SCHOOL DISTRICT  
12465 Foothill Road  
Santa Paula, CA 93060

EVALUATION & SUPERVISION  
STEP V

EVALUATION REPORT FOR CLASSROOM TEACHERS

|  |                 |
|--|-----------------|
| Teacher _____  | Evaluator _____ |
| School _____   | Date _____      |
| <input type="checkbox"/> Permanent <input type="checkbox"/> Probationary <input type="checkbox"/> Temporary <input type="checkbox"/> Emergency <input type="checkbox"/> Intern |                 |

**Standards 1-5 are related to the PAR Program.  
Standard 6 is exempt from referral to the PAR program.**

**Overall Performance Levels of Teacher Effectiveness:**

**Continuum of Practice**

While the standards and elements outline the domains of a teacher's performance, the Continuum of Practice serves to clarify performance levels by describing teaching behaviors. The Continuum is designed to describe levels of performance and guide improvement.

This Continuum uses a four-level scale with these labels:

- Highly Effective – *Demonstrates Expertise*
- Effective – *Meets Standards*
- Developing – *Growth Expected*
- Ineffective – *Not Meeting Standards*

For each Teaching Standard, the Continuum of Practice includes research-based indicators and examples. These serve as a guide for supervisors and a roadmap for the teacher's self-generated professional growth.

**Summary Narratives:**

An evaluator must provide summary narratives for each standard with specific examples of performance which support judgments that a teacher is not meeting standards or is unsatisfactory. These will be based on Continuum of Practice performance descriptors.

| <b>Standard 1<br/>Engaging and Supporting All Students in Learning</b>   | <b>4</b> | <b>3</b> | <b>2</b> | <b>1</b> |
|--|----------|----------|----------|----------|
| 1. Using knowledge of students to engage them in learning  |          |          |          |          |
| 2. Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests  |          |          |          |          |
| 3. Connecting subject matter to meaningful, real-life contexts   |          |          |          |          |
| 4. Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs   |          |          |          |          |
| 5. Promoting critical thinking through inquiry, problem-solving, and reflection  |          |          |          |          |
| 6. Monitoring student learning and adjusting instruction while teaching  |          |          |          |          |
| <p><b>Summary Evaluation of Standard 1</b><br/> <input type="checkbox"/> 4 Demonstrates Expertise    <input type="checkbox"/> 3 Meets Standard    <input type="checkbox"/> 2 Growth Expected<br/> <input type="checkbox"/> 1 Not Meeting Standard/Unsatisfactory</p> <p>Summary Narrative:</p> |          |          |          |          |

**Summary Narratives:**

An evaluator must provide summary narratives of each standard with specific examples of performance which support judgments that a teacher is not meeting standard or is unsatisfactory. These will be based on Continuum of Practice performance descriptors.

| <b>Standard 2</b>   | <b>4</b> | <b>3</b> | <b>2</b> | <b>1</b> |
|---|----------|----------|----------|----------|
| <b>Creating and Maintaining Effective Environments for Student Learning</b>   |          |          |          |          |
| 1. Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully  |          |          |          |          |
| 2. Creating a physical or virtual learning environments that promotes student learning, reflect diversity, and encourage constructive and productive interactions among students  |          |          |          |          |
| 3. Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe   |          |          |          |          |
| 4. Creating a rigorous learning environment with high expectations and appropriate support for all students   |          |          |          |          |
| 5. Developing, communicating, and maintaining high standards for individual and group behavior  |          |          |          |          |
| 6. Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn  |          |          |          |          |
| 7. Using instructional time to optimize learning  |          |          |          |          |
| <b>Summary Evaluation of Standard 2</b><br><input type="checkbox"/> 4 Demonstrates Expertise <input type="checkbox"/> 3 Meets Standard <input type="checkbox"/> 2 Growth Expected<br><input type="checkbox"/> 1 Not Meeting Standard/Unsatisfactory |          |          |          |          |
| Summary Narrative:  |          |          |          |          |

**Summary Narratives:**

An evaluator must provide summary narratives of each standard with specific examples of performance which support judgments that a teacher is not meeting standard or is unsatisfactory. These will be based on Continuum of Practice performance descriptors.

| <b>Standard 3</b>  | <b>4</b> | <b>3</b> | <b>2</b> | <b>1</b> |
|--|----------|----------|----------|----------|
| <b>Understanding and Supporting All Students in Learning</b>   |          |          |          |          |
| 1. Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks  |          |          |          |          |
| 2. Applying knowledge of student development and proficiencies to ensure student understanding of subject matter   |          |          |          |          |
| 3. Organizing curriculum to facilitate student understanding of the subject matter   |          |          |          |          |
| 4. Promoting critical thinking through inquiry, problem-solving, and reflection  |          |          |          |          |
| 5. Monitoring student learning and adjusting instruction while teaching  |          |          |          |          |
| <p><b>Summary Evaluation of Standard 3</b></p> <p><input type="checkbox"/> 4 Demonstrates Expertise   <input type="checkbox"/> 3 Meets Standard   <input type="checkbox"/> 2 Growth Expected</p> <p><input type="checkbox"/> 1 Not Meeting Standard/Unsatisfactory</p> <p>Summary Narrative:</p> |          |          |          |          |

**Summary Narratives:**

An evaluator must provide summary narratives of each standard with specific examples of performance which support judgements that a teacher is not meeting standard or is unsatisfactory. These will be based on Continuum of Practice performance descriptors.

| <b>Standard 4</b>   | <b>4</b> | <b>3</b> | <b>2</b> | <b>1</b> |
|---|----------|----------|----------|----------|
| <b>Planning Instruction and Designing Learning Experience for All Students</b>  |          |          |          |          |
| 1. Using knowledge of students’ academic readiness, language proficiency, cultural background, and individual development to plan instruction   |          |          |          |          |
| 2. Establishing and articulating goals for student learning   |          |          |          |          |
| 3. Developing and sequencing long-term and short-term instructional plans to support student learning   |          |          |          |          |
| 4. Planning instruction that incorporates appropriate strategies to meet the learning needs of all students   |          |          |          |          |
| 5. Adapting instructional plans and curricular materials to meet the assessed learning needs of all students  |          |          |          |          |
| <b>Summary Evaluation of Standard 4</b><br><input type="checkbox"/> 4 Demonstrates Expertise <input type="checkbox"/> 3 Meets Standard <input type="checkbox"/> 2 Growth Expected<br><input type="checkbox"/> 1 Not Meeting Standard/Unsatisfactory |          |          |          |          |
| Summary Narrative:  |          |          |          |          |

**Summary Narratives:**

An evaluator must provide summary narratives of each standard with specific examples of performance which support judgements that a teacher is not meeting standard or is unsatisfactory. These will be based on Continuum of Practice performance descriptors.



| Standard 5<br>Assessing students for Learning  | 4 | 3 | 2 | 1 |
|--|---|---|---|---|
| 1. Applying knowledge for the purposes, characteristics, and uses of different types of assessments  |   |   |   |   |
| 2. Collecting and analyzing assessment data from a variety of sources to inform instruction  |   |   |   |   |
| 3. Reviewing data, both individually and with colleagues to monitor student learning   |   |   |   |   |
| 4. Using assessment data to establish learning goals and to plan, differentiate, and modify instruction  |   |   |   |   |
| 5. Involving all students in self-assessment, goalsetting and monitoring progress  |   |   |   |   |
| 6. Using available technologies to assist in assessment analysis, and communication of student learning  |   |   |   |   |
| 7. Using assessment information to share timely and comprehensible feedback with students and their family   |   |   |   |   |
| <p><b>Summary Evaluation of Standard 5</b></p> <p><input type="checkbox"/> 4 Demonstrates Expertise   <input type="checkbox"/> 3 Meets Standard   <input type="checkbox"/> 2 Growth Expected<br/> <input type="checkbox"/> 1 Not Meeting Standard/Unsatisfactory</p> <p>Summary Narrative:</p> |   |   |   |   |

**Summary Narratives:**

An evaluator must provide summary narratives of each standard with specific examples of performance which support judgements that a teacher is not meeting standard or is unsatisfactory. These will be based on Continuum of Practice performance descriptors.

| Standard 6<br>Developing as a Professional Educator  | 4 | 3 | 2 | 1 |
|--|---|---|---|---|
| 1. Reflecting on teaching practice to support student learning   |   |   |   |   |
| 2. Establishing professional goals and engaging in continuous and purposeful professional growth and development   |   |   |   |   |
| 3. Collaborating with colleagues in the broader professional community to support teacher and student learning   |   |   |   |   |
| 4. Working with families to support student learning   |   |   |   |   |
| 5. Engaging local communities in support of the instructional program  |   |   |   |   |
| 6. Managing professional responsibilities to maintain motivation and commitment to all students  |   |   |   |   |
| 7. Demonstrating professional responsibility, integrity, and ethical conduct   |   |   |   |   |
| <p><b>Summary Evaluation of Standard 6</b></p> <p><input type="checkbox"/> 4 Demonstrates Expertise   <input type="checkbox"/> 3 Meets Standard   <input type="checkbox"/> 2 Growth Expected</p> <p><input type="checkbox"/> 1 Not Meeting Standard/Unsatisfactory</p> <p>Summary Narrative:</p> |   |   |   |   |

**Summary Narratives:**

An evaluator must provide summary narratives of each standard with specific examples of performance which support judgements that a teacher is not meeting standard or is unsatisfactory. These will be based on Continuum of Practice performance descriptors.

**REFERRAL TO PAR:**  Overall Unsatisfactory

The severity and/or the preponderance of the problems identified above in summary narratives require participation in the Briggs Peer Assistance and Review Program.

This report, which I have read, has been discussed with me. I understand that my signature does not necessarily signify approval of or agreement with this rating.

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Teacher's Signature

\_\_\_\_\_  
Date

**ARTICLE III**

**SALARY AND FRINGE BENEFITS**

**BRIGGS ELEMENTARY SCHOOL DISTRICT  
CERTIFICATED SALARY SCHEDULE  
2021-2022**

- Class I Bachelor's Degree and Credential.
- Class II Bachelor's Degree and Credential plus 30 semester units.
- Class III Bachelor's Degree and Credential plus 45 semester units.
- Class IV Bachelor's Degree and Credential plus 60 semester units or Master's Degree
- Class V Bachelor's Degree and Credential plus 75 semester units or Master's Degree plus 15 semester units.
- Class VI Bachelor's Degree and Credential plus 90 semester units or Master's Degree plus 30 semester units.

Initial salary placement will be determined in the sole discretion of the District which will be based upon factors including, but not limited to, the salary closest to the employee's previous salary and within the range of prior years full time service.

| YEARS OF SERVICE<br><i>(Includes Service<br/>Granted upon Hire)</i> | Class I<br>BA | Class II<br>BA+30 | Class III<br>BA+45 | Class IV<br>BA+60<br>OR MA | Class V<br>BA+75<br>OR MA+15 | CLASS VI<br>BA+90<br>OR MA+30 |
|---|---------------|-------------------|--------------------|----------------------------|------------------------------|-------------------------------|
|   | 01/CL1        | 01/CL2            | 01/CL3             | 01/CL4                     | 01/CL5                       | 01/CL6                        |
| 1   | 51,342        | 51,342            | 51,342             | 53,652                     | 56,066                       | 58,591                        |
| 2   | 51,342        | 51,342            | 53,652             | 56,066                     | 58,591                       | 61,226                        |
| 3   | 52,882        | 55,262            | 57,748             | 60,348                     | 63,062                       | 65,898                        |
| 4   | 54,469        | 56,921            | 59,481             | 62,158                     | 64,954                       | 67,877                        |
| 5   | 56,103        | 58,627            | 61,265             | 64,021                     | 66,901                       | 69,914                        |
| 6   | 57,787        | 60,386            | 63,105             | 65,945                     | 68,910                       | 72,012                        |
| 7   | 59,516        | 62,200            | 64,997             | 67,921                     | 70,979                       | 74,172                        |
| 8   | 61,305        | 64,064            | 66,947             | 69,959                     | 73,108                       | 76,397                        |
| 9   | 61,305        | 67,267            | 70,294             | 73,454                     | 76,761                       | 80,218                        |
| 10  | 61,305        | 70,628            | 73,806             | 77,131                     | 80,601                       | 84,227                        |
| 11  | 61,305        | 74,162            | 77,499             | 80,984                     | 84,632                       | 88,438                        |
| 12  | 61,986        | 74,841            | 78,179             | 85,035                     | 88,860                       | 92,859                        |
| 13  | 61,986        | 74,841            | 78,179             | 85,035                     | 93,306                       | 97,505                        |
| 14  | 62,664        | 75,521            | 78,858             | 86,391                     | 94,665                       | 98,863                        |
| 15  | 64,022        | 76,879            | 80,217             | 87,753                     | 96,023                       | 100,221                       |
| 16  | 64,022        | 76,879            | 80,217             | 87,753                     | 96,023                       | 100,221                       |
| 17  | 64,022        | 76,879            | 80,217             | 87,753                     | 96,023                       | 100,221                       |
| 18  | 64,022        | 76,879            | 80,217             | 87,753                     | 96,023                       | 100,221                       |
| 19  | 64,022        | 76,879            | 80,217             | 87,753                     | 96,023                       | 100,221                       |
| 20  | 65,381        | 78,237            | 81,575             | 89,111                     | 97,380                       | 101,579                       |

Salary compaction: longevity incorporated into salary schedule steps in 2013/14

HEALTH AND WELFARE ANNUAL CAP \$11,000

**186 TEACHER DAYS**

EFFECTIVE: July 1, 2021  
 BOARD ADOPTED:  
 REVISED: May 27, 2021

APPENDIX

**MEMORANDUM OF UNDERSTANDING**  
**EMPLOYEE INFORMATION**

**BRIGGS SCHOOL DISTRICT**  
**and**  
**BRIGGS TEACHERS ASSOCIATION**  
**PROPOSED**  
**MEMORANDUM OF UNDERSTANDING**

The Briggs School District (“District”) and the Briggs Teachers Association (“Association”) enter into this Memorandum of Understanding (“MOU”) and agree as follows:

**1. EMPLOYEE INFORMATION**

- a) “Newly hired employee” or “new hire” means any employee, whether permanent, temporary, full-time, or part-time, whose position is within the BTA certificated bargaining unit, and who is still employed as of the date of the new employee orientation. The employee is regarded as a “newly hired employee” even if the newly hired individual was previously employed by the District. For purposes of this article only, the “date of hire” of a newly hired employee is the date that the employee is employed in a position within the unit represented by CTA. If the unit member is subsequently released such that their employment with the District is terminated, the employee will again be considered a “new hire” for purposes of this article if the employee is subsequently rehired to a position within the bargaining unit represented by BTA. This does not include substitute employees.
- b) Except for employees who have submitted written requests pursuant to Government Code section 6254.3(c) prohibiting the disclosure of their home address, home telephone number, personal cellular telephone number, personal email address, or birth date, and except for employees who have submitted written requests authorized by law prohibiting the disclosure of other personal or contact information, the District shall provide BTA with certain contact information on the new hires. The information will be provided to BTA electronically via a mutually agreeable secure FTP site or service, at BTA’s expense, within thirty (30) days from the date of hire. This contact information shall include the following items, if they are included in the District’s records, with each field in its own column:
- i. First name;
  - ii. Middle initial;
  - iii. Last name;
  - iv. Suffix (e.g. Jr., III);
  - v. Job title;

- vi. Department;
- vii. Primary worksite location name;
- viii. Work telephone number;
- ix. Work telephone extension;
- x. Home street address (incl. apartment number);
- xi. City;
- xii. State;
- xiii. ZIP Code (5 or 9 digits);
- xiv. Home telephone number (10 digits);
- xv. Personal cellular telephone number (10 digits);
- xvi. Personal email address of the employee;

Except as provided herein, this information shall be provided to BTA regardless of whether the newly hired employee was previously employed by the District.

- c) **Periodic Update of Contact Information:** Except for the above limitations, the District shall provide BTA with a list of all bargaining unit members' names and contact information on the last working day of September, January, and May of each school year. The information will be provided to BTA electronically via a mutually agreeable secure FTP site or service at BTA's expense.
- d) **Indemnification:** BTA agrees to indemnify and hold the District harmless from any claim, lawsuit or damages resulting from the disclosure of any of the contact information listed above.

## 2. **NEW EMPLOYEE ORIENTATION**

- a) "New employee orientation" means the onboarding process of a newly-hired public employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.
- b) **District Scheduled New Employee Group Orientations:** The District shall provide BTA access to its scheduled new employee group orientations. BTA shall receive not less than ten (10) days' notice in advance of an orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable. During these scheduled orientations, BTA shall have thirty (30) minutes of paid release time for one (1) BTA representative to conduct the orientation session. The BTA Labor Relations Representative (i.e. one (1) Labor Relations Representative from CTA Regional Office) may also attend the orientation session. BTA shall provide the District with the contact information (business e-mail and business cell phone number) of the designated BTA representative and the BTA Labor Relations representative.



- c) **Individual Orientations:** In the event the District conducts a one-on-one orientation with a new hire as opposed to a group orientation, BTA shall have fifteen (15) minutes of paid release time for one (1) BTA representative to conduct the orientation session. The BTA Labor Relations Representative (i.e. one (1) Labor Relations Representative from CTA Regional Office) may also attend the orientation session.
- d) The unavailability of a BTA representative and/or the BTA Labor Relations Representative at the time scheduled for an employee's individual or group orientation shall not be cause to delay any employee orientation meeting where ten (10) days' advance notice of an orientation is provided by the District to BTA, or where an employee orientation must be conducted on less than ten (10) days' advance notice due to an urgent need critical to the District's operations which was not reasonably foreseeable.

### 3. VIOLATIONS OF AGREEMENT

Any alleged violation, misinterpretation, or misapplication of the terms of this Article shall be subject to the procedures set forth in Government Code section 3557. Only BTA has the ability to grieve this MOU.

### 4. DURATION OF AGREEMENT

- a) **Term:** This MOU shall remain in full force and effect from the date this MOU is signed, through June 30, 2020, unless either party serves written notice upon the other prior to March 15, 2020 of its desire to modify the MOU. Thereafter, this MOU shall be automatically renewed from year to year, unless either party serves written notice upon the other prior to March 15 of any year subsequent to 2020, of its desire to modify the MOU.
- b) **Savings Clause:** If during the life of the MOU there exists any applicable law, rule, regulation or order issued by governmental authority, other than the District, which shall render invalid or restrain compliance with or enforcement of any provision contained within this MOU, that provision shall no longer be valid and the parties shall meet within thirty (30) days to negotiate changes to this MOU.

This MOU is subject to ratification by BTA unit members and approval by the District Governing Board.

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
FOR THE DISTRICT

By: \_\_\_\_\_  
FOR BTA