



CONTRACT

between

**THE GOVERNING BOARD OF THE
SYLVAN UNION SCHOOL DISTRICT**

and

**SYLVAN EDUCATORS ASSOCIATION,
CALIFORNIA TEACHERS ASSOCIATION, and
NATIONAL EDUCATION ASSOCIATION**



TERM: JULY 1, 2021– June 30, 2025

BOARD RATIFIED 10-26-21
SEA 2019-2020 (TA Approved)
BOARD RATIFIED 5-24-2022
SEA 2022-2023 (TA Approved)
BOARD RATIFIED 4-11-2023
SEA 2023-2024 (TA Approved)
BOARD RATIFIED 8-27-2024

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1. AGREEMENT

- 1.1 The Articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Governing Board of the Sylvan Union School District ("District") and the Sylvan District Educators Association/California Teachers Association/ National Education Association ("Association"), an employee organization.
- 1.2 This Agreement is entered into pursuant to Chapter 10.7, Section 3540-3549 of the Government Code ("Act").
- 1.3 This Agreement shall remain in full force and effect from July 1, 2021, until June 30, 2025.

2. RECOGNITION

- 2.1 The District recognizes the Association as the exclusive representative for the following:

PK-8 Teacher
 Teacher on Special Assignment
 Counselor
 Psychologist
 Credentialed Librarian
 Credentialed School Nurse
 Speech Language Pathologist
 Board Certified Behavior Analyst
 Mental Health Clinician
 Licensed Clinical Social Worker

- 2.2 This unit shall exclude other certificated employees, including but not limited to management, supervisory, confidential, substitutes, and summer employees.

3. DEFINITIONS

- 3.1 "Teacher" refers to any employee who is included under the recognition clause, unless a classification of employees is specifically exempted from an article or provision of this agreement.
- 3.2 A "day" means any day when the District Office is open.
- 3.3 A "track" is a period when a designated set of students is legally required to attend school.

4. NEGOTIATIONS PROCEDURES

- 4.1 All matters specifically enumerated as within the scope of representation under Chapter 10.7, Section 3543., of the Government Code, are reserved to the District except as specifically, clearly, and explicitly limited by this Agreement. The District retains the right to make and enforce rules and regulations not inconsistent with this Agreement.
- 4.2 This Agreement sets forth the full and complete understanding of the parties regarding all matters within the scope of representation under the Rodda Act. Any prior or existing understanding or agreement or practices, whether formal or informal, which are inconsistent with this Agreement are hereby superseded and terminated in their entirety.
- 4.3 Unless otherwise specifically provided herein, it is agreed and understood that each party hereto voluntarily waives and unqualifiedly relinquishes its right to meet and negotiate on all matters within the scope of representation for the term of this Agreement. Neither party shall be required to negotiate with respect to any subject or matter covered or not covered herein even though such matter may not have been within the contemplation of parties at the time they met and negotiated this Agreement.
- 4.4 Any individual contract between the Board and an individual teacher heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement.
- 4.5 This Agreement shall supersede any rules, regulations, or practices of the District which are contrary to or inconsistent with its terms.
- 4.6 Upon request, the District and the Association shall consult at least once a month on matters of mutual concern, such as, but not limited to: student discipline, parental complaints regarding teachers, programs, supplies, curriculum site budgets, institute programs, textbooks, educational objectives, et cetera.
- 4.7 The exercise of District discretion pursuant to this Agreement shall not be capricious or discriminatory in an invidious sense, but any grievance alleging an abuse of District discretion shall be based upon a claim that such discretion was not exercised in good faith. No individual shall suffer reprisal for exercise of any of their rights under this agreement.
- 4.8 The parties agree that reopeners for the subsequent school year shall be limited to the following:
 - 4.8.1. Article 14 – Wages
 - 4.8.2. Article 15 - Health and Welfare Benefits
 - 4.8.3. Any two additional reopeners decided by the District or the Association, plus any mutually agreed additional items.

5. ORGANIZATIONAL SECURITY

5.1 EMPLOYEE INFORMATION -All Bargaining Unit Members

- 5.1.1 Newly-Hired Employees: The District shall provide SEA with the name, job title, department, work location, work phone number, employee ID number, employment status and hire date of any new employee within 30 days of hire or by the first pay period of the month following the hire.
- 5.1.2 In addition, during this time period, the District shall provide the home phone number (if available), personal cellular telephone number (if available), personal email address (if available), and home address of new employees unless the new employee has requested this information be withheld to preserve personal privacy.
- 5.1.3 Periodic Update of Employee Contract Information: The District shall also provide SEA with a list of all bargaining unit members' names, contact information, and seniority date subject to the limits set forth above, by the end of the month in October, February, and June. The district will provide annually the number of unit members who are currently on the 24/39 month rehire list.
- 5.1.4 The information in 5.1.2 and 5.1.3 above shall be provided to SEA electronically via secure FTP site or service or via password protected Excel document with each field listed in its own column.

5.2 NEW EMPLOYEE ORIENTATION

The District shall provide SEA with 10 calendar days' notice in advance of any new employee orientation meeting, whether a group or individual meeting, except that a shorter notice may be provided in specific instances where there is an urgent need critical to the District's operations that were not reasonably foreseeable. This orientation meeting will review the newly hired employee's employment status, right, benefits, duties, responsibilities, or any other employment related matters.

- 5.2.1 If the orientation falls within the contracted work schedule and work day, paid release time shall be provided for up to two (2) SEA representatives to conduct the orientation session.
- 5.2.1.1 SEA shall be provided up to (60) minutes of uninterrupted time to communicate with bargaining unit members at all new employee orientations/onboarding meetings. The Association is entitled to invite one (1) CTA Staff Member to the Association portion of the new teacher orientation.

- 5.2.2 Prior to the new employee orientation meeting, the District's Human Resources Department will process and complete the recruitment and hiring process which includes the completion of all necessary paperwork with the successful candidate either in person, online, or through other means. The process will be conducted at times convenient to the new employee and the District.
- 5.2.3 "Newly Hired Employee" or "New Hire" means any employee, whether full time, part time, hired by the District since the last orientation, and who is still employed as of the date of the new employee orientation.
- 5.2.4 The orientation meeting shall be held on the District Property during the District hours of operation.
- 5.2.5 Upon request, a new employee shall be permitted to not attend this part of the orientation.

6. LEAVES OF ABSENCE

6.1. General

- 6.1.1. The District shall, at all times, include the best interests of the students in decisions regarding discretionary leaves.
- 6.1.2. The District may at any time require adequate confirmation of stated reasons for leave requests, and false statements relating thereto shall be grounds for withholding leave benefits and for other disciplinary action.
- 6.1.3. No teacher shall be gainfully employed while on leave of absence status from the District without written District approval.
- 6.1.4. A teacher returning from leave of absence shall provide timely notice to the District of return.
- 6.1.5. The District may require a medical examination by a physician whenever the return to work of a teacher who has been ill or on extended sick leave would result in teacher's eligibility for additional extended sick leave benefits.
- 6.1.6. Leaves of absence may be extended only upon approval in writing by the District.
- 6.1.7. A good faith effort will be made to return the teacher to the same school and assignment upon completion of leave subject to the District's transfer and assignment policies.
- 6.1.8. Employees returning from leave of absence of indefinite duration shall provide notice of intended return and shall be returned to a position as soon as a position becomes available.

6.1.9. Except for unforeseen conditions beyond the control of employee, which prevent timely return to work, an employee who fails to return to work at the expiration of approved leave shall be deemed to be absent without justification.

6.1.10. Leave Credit and Payment for Part-Time Employees: In the case of employees who work less than a full-time basis, the accumulation leave credit and the payment of salary shall not exceed the pro-rata share of full leave credit or salary payment, unless expressly provided otherwise in this Agreement. For part-time employees, "full salary" means the salary to which the employee would normally be entitled, but no part-time employee shall receive leave credit or salary for days on which the employee would not be required to work.

6.1.11. The formula for determining the amount of the per diem salary to be deducted when an employee is on leave without pay shall be as follows:

6.1.11.1. Annual salary divided by the number of days the teacher may be required to work by this Agreement.

6.1.11.2. Except as otherwise required by law, subject to approval by the carrier, a teacher on unpaid leave of absence shall be entitled to maintain his/her insurance benefits at the teacher's expense, pursuant to District forms and procedures. When required by law for a teacher on unpaid leave of absence, the District will maintain its contribution toward health benefits as described in Article 5.

6.1.11.3. A teacher on paid leave of absence shall not be denied appropriate annual salary increments upon return.

6.1.12. Nothing in this Agreement shall preclude the District from granting or extending leave, military, Peace Corps, Teacher Corps, legislative, community service, etc., not otherwise specified in this Agreement, or required by law.

6.2. Sick Leave

6.2.1. Earned Sick Leave

Each teacher shall be entitled to ten days of absence due to accident, illness or quarantine each year. For each eighteen (18) day extension of a regular teacher's contract, an additional day of sick leave shall be accrued. Any sick leave days not used will be accumulated for use if necessary, during succeeding years.

6.2.1.1. At the beginning of each school year, every teacher shall receive a sick leave allotment credit, equal to his/her sick leave entitlement for the school year. A teacher may use his/her credited sick leave at any time during the school year.

6.2.1.2. Leave to Care for a Child, Parent, or Spouse

6.2.1.2.1 As used in this Section:

“Child” means a biological, foster, or adopted child, a stepchild, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a stepparent, or a legal guardian.

“Spouse” is defined according to Section 16.15.1.3.

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

6.2.2. **Extended Sick Leave with Differential Pay**

When a person employed in a position requiring certification qualification has exhausted all available sick leave, including earned and accrued leave described in Section 6.2.1 and continues to be absent from his duties on account of employee illness or accident for a period of five school months or less, whether or not the absence arises out of or in the course of the employment of the employee, the amount deducted from the salary due him for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee employed to fill his position during his absence, or, would have been paid to the substitute had he been employed. The District shall make every reasonable effort to secure the services of a substitute employee.

The sick leave described in Section 6.2.1 and the five (5) month period described in Section 6.2.2 shall run consecutively. A unit member shall not be provided more than one five (5) month period per illness or accident. If a school year terminates before the five (5) month period is exhausted, however, the unit member may take the balance of the five (5) month period in a subsequent school year. The five (5) month period of “differential pay” days shall not count as days of service within the meaning of Section 14.8.2 of this Agreement.

6.2.3. Annual Statement of Accrued Leave - The Board shall provide each teacher with a written statement of his/her accrued sick leave by October 1 each year.

6.2.4. If a teacher resigns, retires, or is terminated and has used more sick leave than was earned, the amount used by the unit member but not earned shall be deducted from the final warrant of the teacher.

- 6.2.5. Salary reductions for unauthorized absence shall be rounded to the nearest hour based upon an eight (8) hour day. However, any absence of less than the first hour shall be rounded to one (1) hour.
- 6.2.6. Deductions for sick leave for full-time teachers of less than a full day shall be rounded to the nearest hour. However, any absence of less than the first hour shall be rounded to one (1) hour.
- 6.2.7. Upon request, deduction policy shall be reviewed jointly by the parties.

6.3. Catastrophic Leave Bank - Initial and Extended

- 6.3.1. Creation and Purpose: Initial Catastrophic Leave:
 - 6.3.1.1. The Association and the District agree to create a Catastrophic Leave Bank effective July 1, 1992.
 - 6.3.1.2. Days in the Catastrophic Leave Bank shall accumulate from year to year.
 - 6.3.1.3. Days shall be contributed to the Bank and withdrawn from the Bank without regard to the daily rate of pay of the Catastrophic Leave Bank participant.
 - 6.3.1.4. The Catastrophic Leave Bank shall be administered by a joint committee comprised of two (2) members appointed by the Association and two (2) members appointed by the District.
 - 6.3.1.5. The purpose of the Catastrophic Leave Bank is for a unit member to be provided paid sick leave, once his/her sick leave balance is exhausted, due to an incapacitating medical condition or injury. The purpose of the Bank is for income protection and not to restore service days to qualify and be eligible for retirement benefits.

6.3.2. Eligibility and Contributions:

- 6.3.2.1. All Unit Members on active duty with the District are eligible to contribute to the Catastrophic Leave Bank.
- 6.3.2.2. Participation is voluntary, but requires contribution to the Bank. Only contributors will be permitted to withdraw from the Bank. Sick Leave previously authorized for contribution to the Bank shall not be returned to the Unit Member for any reason.
- 6.3.2.3. The contribution, on the appropriate form, must be authorized by the Unit Member.

- 6.3.2.4. Cancellation occurs automatically whenever a Unit Member fails to make a required assessment. Cancellation, on the proper form, may be effected at any time and the Unit Member shall not be eligible to draw from the Bank as of the effective date of cancellation. Sick leave previously authorized for contribution to the Bank shall not be returned if the Unit Member effects cancellation.
- 6.3.2.5. Contributions shall initially be made on or before October 1, 1992 for the 1992/93 school year. Unit members returning from extended leave which included the enrollment period and new hires will be permitted to contribute within thirty (30) calendar days of beginning work or within thirty (30) calendar days of receiving permanent status. The District shall supply enrollment forms for the Catastrophic Leave Bank to all new unit members and those unit members returning from leave.
- 6.3.2.6. The Joint Committee may require, at any time, an additional day of contribution of participants if the number of days in the Bank falls below a level to be determined by the Committee. Catastrophic Leave Bank participants who are drawing from the Bank at the time of the assessment will not be required to contribute to remain eligible to draw from the Bank. If a Catastrophic Leave Bank participant has insufficient remaining sick leave at the time of the assessment, they will contribute the additional day, or portion thereof, at the beginning of the next fiscal year in order to remain a participant in the Catastrophic Leave Bank.
- 6.3.2.7. The District and the Association may, by mutual written agreement, provide an opportunity for previously non-participating employees to “buy in” to the Catastrophic Leave Bank.

6.3.3. Withdrawal From the Bank:

- 6.3.3.1. Catastrophic Leave Bank participants, whose sick leave is exhausted, may apply for a withdrawal from the Bank for catastrophic illness or injury. Catastrophic illness or injury shall be defined as an illness or injury (qualifying event) that is expected to incapacitate (temporarily or permanently be impaired by mental and/or physical deficiency, disability, illness to the extent he or she lacks sufficient understanding to make rational decisions or engage in responsible actions or care for him/herself) the employee for an extended period of time and he or she has exhausted all his/her sick leave and other paid time off excluding differential leave. Initial Catastrophic Leave shall only be used for sick self.

- 6.3.3.2. Participants must use all sick leave (but, not differential leave), as defined in Article 6.2.1., available to them before eligible for a withdrawal from the Bank. Regardless of the onset of need for this leave, a request for withdrawal from the Bank shall occur no later than thirty (30) days from when the event, illness, or injury becomes incapacitating.
- 6.3.3.3. Participants who have exhausted sick leave, but still have differential leave available, are eligible for a withdrawal from the Catastrophic Leave Bank. The District shall pay the participant full pay and the Bank shall be charged one-half (1/2) day. Part-time employees will be prorated.
- 6.3.3.4. The first ten (10) duty days of illness or disability must be covered by the participant's own sick leave, differential leave, or leave without pay the first time said participant qualifies for a withdrawal draw from the Bank. For subsequent withdrawals within twelve (12) consecutive months for any unrelated catastrophic illness, the first five (5) duty days of illness must be covered by the participant's own sick leave, differential leave, or leave without pay.
- 6.3.3.5. If a participant is incapacitated, applications may be submitted to the Committee by the participant's agent or member of the participant's family.
- 6.3.3.6. Withdrawals from the Catastrophic Leave Bank shall be granted in units of no more than thirty (30) duty days. Participants may submit requests for extensions of withdrawals as their prior grants expire. A participant's withdrawal from the Bank may not exceed the statutory maximum draw of 60 days in a three (3)-year period per individual.
- 6.3.3.7. Participants applying to withdraw or extend their withdrawal from the Catastrophic Leave Bank will be required to submit a doctor's statement indicating the nature of the illness or injury and the probable length of absence from work. Members of the Committee shall keep information regarding the nature of the illness confidential. A participant's withdrawal may not exceed the statutory maximum draw of 60 days in a three (3) - year period per individual.

- 6.3.3.8. If a participant has drawn thirty (30) Catastrophic Leave Bank days and requests an extension, the Committee may require a medical review by a physician of the Committee's choice at the participant's expense. The Committee shall choose only a physician who qualifies under the District offered insurance policy. Refusal to submit to the medical review will terminate the participant's continued withdrawal from the Bank. The Committee may deny an extension of withdrawal from the Catastrophic Leave Bank based upon the medical report. The participant may appeal any termination under the procedures outlined in Section 3.m. below.
- 6.3.3.9. Leave from the Bank may not be used for illness or disability which qualifies the participant for Workers' Compensation benefits unless the participant has exhausted all Workers' Compensation leave, his/her own sick leave, and provided further that the member signs over any Workers' Compensation checks for temporary benefits to the District. If there are any Workers' Compensation checks signed over to the Board, the Bank will not be charged days, or if charged, will be reimbursed the number of days for which the Workers' Compensation payment is equivalent to a regular day of pay at the negotiated rate for that participant. If the District challenges the Workers' Compensation claim, the participant may draw from the Bank, but upon settlement of the claim, the Bank shall be reimbursed the days by the District.
- 6.3.3.10. When the Committee may reasonably presume that the applicant for a draw may be eligible for a Disability Award or a Retirement under STRS or, if applicable, Social Security, the Committee may request that the draw applicant apply for disability or retirement. Failure of the draw applicant to submit a complete application, including medical information provided by the applicant's physician, within twenty (20) calendar days will disqualify the draw applicant from further Catastrophic Leave Bank payments. Any requests for additional medical information from STRS or Social Security shall be submitted within ten (10) days or the participant's entitlement to Catastrophic Leave Bank payments shall cease. If denied benefits by STRS or Social Security, the applicant must appeal or entitlement to the Catastrophic Leave Bank shall cease.

- 6.3.3.11. If the Catastrophic Leave Bank does not have sufficient days to fund a withdrawal request, the Committee is under no obligation to provide days and the District is under no obligation to pay the participant any funds whatsoever. If the Committee denies a request for withdrawal, or an extension of withdrawal, because of insufficient days to fund the request, they shall notify the participant, in writing, of the reason for the denial.
- 6.3.3.12. Withdrawals shall become effective immediately upon the exhaustion of sick leave and the waiting period provided for in Article 6.3.3.4., whichever is greater. For example, if a participant contributed when first eligible to contribute (Article 6.3.2.5) and had ten (10) days of accumulated sick leave when the illness began (Section 3.d.), he/she shall begin withdrawing upon the eleventh (11th) duty day, if otherwise eligible. If the participant had fifteen (15) days of sick leave at the beginning of the illness, he/she shall begin withdrawing days on the sixteenth (16th) duty day. If the participant had five (5) days of sick leave at the beginning of the illness, he/she shall begin withdrawing days on the eleventh (11th) duty day.
- 6.3.3.13. Catastrophic Leave Bank participants who are denied a withdrawal or whose withdrawal is not renewed or is terminated may, within thirty (30) days of denial, grieve the denial, non-renewal or termination. The participant shall be deemed the grievant, the Committee shall be deemed the District. All other provisions of the grievance procedure (Article 8) shall be interpreted in light of this. The Association shall provide representation to a grieving participant, unless the grievant refuses representation. If the participant's incapacitation does not allow participation in this appeal process, the participant's agent or member of the family may process the grievance.

6.3.4. Administration of the Bank:

- 6.3.4.1. The Catastrophic Leave Bank Committee shall have the responsibility of maintaining the records of the Catastrophic Leave Bank, receiving withdrawal requests, verifying the validity of requests, approving or denying the requests, and communicating its decisions, in writing, to the participants and to the District.

- 6.3.4.2. The Committee's authority shall be limited to administration of the Bank. The Committee shall approve all properly submitted requests complying with the terms of this Article. Withdrawals may not be denied on the basis of the type of illness or disability.
- 6.3.4.3. Applications shall be reviewed and decisions of the Committee reported to the applicant, in writing, within ten (10) duty days of receipt of the application.
- 6.3.4.4. The Committee shall keep all records confidential and shall not disclose the nature of the illness except as is necessary to process the request for withdrawal and defend against any appeals of denials.
- 6.3.4.5. By October 1 of each school year except 1992/93 school year, the District shall notify the Committee of the following:
 - 6.3.4.5.1. The total number of accumulated days in the Bank on June 30th of the previous school year;
 - 6.3.4.5.2. The number of days contributed by Unit Members for the current year;
 - 6.3.4.5.3. The names of participating Unit Members; and
 - 6.3.4.5.4. The total number of days available in the Bank.
- 6.3.4.6. By the tenth (10th) day of each calendar month, the District shall notify the Committee of the following:
 - 6.3.4.6.1. The names of any additional Unit Members who have joined in accordance with Section 2;
 - 6.3.4.6.2. The total number of days in the Bank at the beginning of the previous month; and
 - 6.3.4.6.3. The total number of days remaining in the Bank on the last day of the month.
- 6.3.4.7. The Association and District agree to share equally the administrative costs involved in this Leave.

6.3.5 Extended Catastrophic Leave

- 6.3.5.1 The purpose of Extended Catastrophic Leave is to provide additional sick leave for members who are eligible for withdrawals from the Catastrophic Leave Bank and who have exhausted all available sick leave and Initial Catastrophic Leave Bank days.
- 6.3.5.2 The purpose of the Extended Leave Bank is for a unit member to be provided paid sick leave once his/her sick balance is exhausted, due to an incapacitating medical condition and/or injury. As outlined in 6.3.3.1, the purpose of the bank is for income protection and not to restore service days to qualify and be eligible for full retirement benefits.
- 6.3.5.3 A request for use of Extended Catastrophic Leave must be submitted no later than 36 months of the qualifying event and only after all Initial Catastrophic Bank days have been exhausted, Extended Catastrophic Leave shall only be used for sick self. Extended Catastrophic Leave will only be granted one time in the tenure of the member's employment with the district, not to exceed 100 days of leave in a 12 month period.
- 6.3.5.4 Extended Catastrophic Committee: The Extended Catastrophic Leave Bank shall be administered by a joint committee comprised of two (2) members appointed by the Association and two (2) members appointed by the District.
- 6.3.5.5 Extended Catastrophic Request: A member shall request use of Extended Catastrophic Leave in writing to the Assistant Superintendent of Human Resources or his/her designee. The request shall be shared with committee members. Applications shall be reviewed and decisions of the Committee reported to the applicant, in writing, within ten (10) duty days of receipt of the application.
- 6.3.5.6 Donation of Days to Extended Catastrophic Bank: Once granted, the Human Resources Department will send out a request for donation of sick days from unit members (the requesting member's name will remain confidential). A member may donate an unlimited number of days, when his/her current sick leave balance is greater than ten (10) days of sick leave at the time of the donation. A member's donation is specific to a given request and will not be utilized in a pool for subsequent request. Members shall have five (5) working days to submit donation electronically to Human Resources Department. Selection of donated sick days shall be randomized. Donors' days will be utilized one day at a time until the granted number of days is fulfilled. Any unused donated days, will be returned to the donor's sick leave balance. Should the number of donated days not meet the request, the District is not obligated to fulfill the remaining balance of days.

6.4. Pregnancy Disability Leave

- 6.4.1. Pursuant to Government Code Section 12945, a pregnant employee is entitled to an unpaid leave of up to four months, as needed, for the period(s) of time the employee is actually disabled by pregnancy, as determined by her healthcare provider. An employee is required to use any accrued sick leave during an otherwise unpaid pregnancy disability leave. Other terms and conditions of a pregnancy disability leave are described in District AR 4161.8 (on the District website.)
- 6.4.2. A pregnancy disability leave shall run concurrently with the employee's entitlement to leave under the federal Family Medical Leave Act (FMLA). At the end of the employee's period(s) of pregnancy disability leave, or at the end of four months of pregnancy disability leave, whichever occurs first, an employee eligible for California Family Rights Act (Government Code Section 12945.2) (CFRA) leave or Parental Leave under Section 6.5 may take CFRA leave of up to 12 workweeks for reason of the birth of her child, if the child has been born by this date.

6.5. Parental Leave

6.5.1 For purposes of this Section 6.5, CFRA and District AR 4161.8 (on the District website), "parental leave" means leave for reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee.

6.5.2 Each employee may use his or her sick leave for purposes of parental leave for a period of up to 12 workweeks. An employee shall not be provided more than one 12-week period for parental leave during any 12-month period.

6.5.3 The 12-workweek period shall be reduced by any period of accrued sick leave, including accumulated sick leave and provided by Section 6.2.1 and extended sick leave under Section 6.2.2 taken during a period of parental leave. When an employee has exhausted all available sick leave and accumulated sick leave provided by Section 6.2.1, and continues to be absent on account of parental leave pursuant to the CFRA and District AR 4161.8 (on the District website), the amount deducted from the employee's salary during any of the remaining portion of the 12-workweek period in which the parental leave of absence occurs shall not exceed the sum that is actually paid a substitute employee employed to fill the employee's position during the employee's absence or, if no substitute employee was employed, the amount that would have been paid to a substitute had a substitute been employed. The District shall make every reasonable effort to secure the services of a substitute employee.

6.5.3.1. The period of salary deduction described above for parental leave shall not reduce the amount of Extended Sick Leave with Differential Pay available under Section 6.2.2.

6.5.4 Parental leave taken pursuant to this section shall run concurrently with parental leave taken pursuant to CFRA and District AR 4161.8 (on the District website.) The aggregate amount of parental leave taken pursuant to this section and District AR 4161.8 (on the District website) shall not exceed 12 workweeks in a 12-month period.

6.5.4.1 Notwithstanding CFRA and District AR 4161.8 (on the District website), an employee is not required to have 1,250 hours of service with the District during the previous 12-month period in order to take parental leave under this Section 6.5.

6.6. Personal Necessity Leave

- 6.6.1. A teacher may use up to ten (10) days of accumulated sick leave annually, at the election of the teacher, in case of personal necessity, five (5) of which can be taken as “No Tell” (See 6.6.3).
- 6.6.2. The teacher shall not be required to secure advance permission for leave taken for any of the following reasons:
- 6.6.2.1. Death or serious illness of a member of his/her immediate family.
- 6.6.2.2. Accident involving his/her person or property, or the person or property of a member of his/her immediate family.
- 6.6.3. “No Tell” days are a type of personal necessity leave for which no more than five (5) days can be used per year and do not require prior approval. “No Tell” days shall be used for any personal and compelling purpose other than recreation or concerted activities. “No Tell” days used on Open House and Back-to-School Night or the first and/or last day of instruction require prior notification to the supervisor. Unused “No Tell” days do not carry over to the next school year. “No Tell” days are non-cumulative and are deducted from the member’s accumulated personal necessity (sick) leave balance.
- 6.6.4. Personal Necessity is defined as an activity which is unavoidable, inevitable, or indispensable, and cannot be taken care of at any time other than during the regularly scheduled professional day.
- 6.6.5. The teacher shall notify the District in advance of taking Personal Necessity leave, other than 6.6.3 above. The teacher shall verify that the absence was not for one or more of the two prohibited uses: recreation or concerted activity. Examples of Personal Necessity may include but are not limited to: school graduation, child’s school or licensed childcare related activity, college or university drop-off or pick-up, legal appointments, religious observances, _

STRS appointment, conference paid for by employee, ill and/or dying extended family member.

- 6.6.6. Except for usage pursuant to Article 6.6.3, it is understood and agreed that the District reserves the right to adopt rules and regulations which prescribe the manner of proof of personal necessity.
- 6.6.7. Except for usage pursuant to Article 6.6.3, it is understood and agreed that the District reserves the right to adopt rules and regulations which prescribe the manner of proof of personal necessity.

6.7. Sabbatical Leave

- 6.7.1. Any teacher under the age of sixty (60), who has rendered at least seven (7) consecutive years of service to the District, shall be eligible to apply for sabbatical leave for a period of up to one (1) year.
- 6.7.2. Applicants for sabbatical leave shall file a request with the District Office not later than January 1 for the first semester and not later than June 1 for the second semester, on the forms provided for this purpose.
- 6.7.3. The application must be accompanied by a certificate of health, signed by a physician, indicating that the applicant is in satisfactory physical condition to undertake the study or travel proposed.
- 6.7.4. The application must be approved by the Superintendent and Board of Education.
- 6.7.5. Sabbatical leaves may be granted for the following reasons:

- 6.7.5.1. Professional Study. Applicants who apply for professional leave under this section shall undertake a full load as defined by the individual institution.

The applicant shall submit evidence that the proposed professional study is designed to enlarge the applicant's understanding of educational psychology, to improve teaching techniques, to broaden experience in special fields, or to do research.

- 6.7.5.2 Approved Travel. Applicants under this provision shall submit a brief statement of the proposed itinerary. Said itinerary must be planned as to evidence specific ways in which the trip will contribute to the improvement of the applicant's services with respect to the particular educational field in which he/she is engaged.

- 6.7.5.3 A combination of travel and study may be allowed.
- 6.7.6. If necessary, and subject to appropriate arrangements, a sabbatical leave may be taken in two (2) separate six (6) month periods or separate quarters provided that the leave is commenced and completed within a three (3) year period.
- 6.7.7. The teacher must submit a suitable bond indemnifying the District for any salary paid the employee during the period of sabbatical leave in the event said teacher fails to return and to render two (2) full years of service in said District following the termination of sabbatical leave, or in the event said teacher fails to fulfill the sabbatical leave program approved by the District.
- 6.7.8. Failure of a teacher to return and render service or to complete the scheduled program of study or travel shall not result in a forfeiture of the bond when such failure is due to death, or certified by a physician that failure was due to physical or mental disability.
- The salary for the teacher on sabbatical leave shall be the amount paid for Class I, Step 1, of the current salary schedule of the District for the year in which such leave is granted. The salary may be paid in the same manner that said teacher would normally be paid if teaching in the District.
- 6.7.9. At the expiration of the leave of absence, the teacher shall, unless he/she otherwise agrees, be reinstated in the position held at the time of granting of the sabbatical leave, or in the position within the scope of his certification.
- 6.7.10. A teacher returning from sabbatical leave will be placed on the salary schedule as if the teacher had remained in active service.
- 6.7.11. The number of teachers on sabbatical leave during any one (1) semester shall be determined by the District. Should more than this number apply for leave for the same semester, the granting of such leave shall be governed by:
- 6.7.11.1. Meet needs of District; e.g., shortage of credentials;
 - 6.7.11.2. Relative merits of reasons for requesting leave;
 - 6.7.11.3. Reasonable distribution of applicants by teaching levels;
 - 6.7.11.4. Priority of application;
 - 6.7.11.5. Recency and number of applicant's previous leaves; and
 - 6.7.11.6. Seniority.

6.8. Industrial Accident and Illness Leave

- 6.8.1. The accident or illness must have arisen out of and in the course of the employment of the teacher and must be accepted as a bonafide injury or illness arising out of and in the course of employment by either the State Compensation Insurance Fund or another carrier.
- 6.8.2. The teacher shall notify the District Administrative Office immediately when an injury or illness arising out of and in the course of employment occurs.
- 6.8.3. Allowable leave for such accident or illness shall be for a period of sixty (60) days. Such leave shall commence on the first day of absence.
- 6.8.4. Should the leave overlap into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him for the same illness or injury.
- 6.8.5. The leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.
- 6.8.6. During any paid leave of absence, the employee shall be paid such portion of the salary due him for any month in which the absence occurs, when added to his/her temporary disability indemnity will result in a payment not to exceed his/her full salary. While on paid industrial accident or illness leave, the teacher shall endorse to the District the temporary disability indemnity checks received. The District in turn shall issue the employee appropriate salary warrants and shall deduct there from retirement and other authorized or required contributions.
- 6.8.7. Upon termination of the leave, the teacher shall be entitled to sick leave, and absence for such purpose shall be deemed to have commenced on the date of termination of the industrial accident or illness leave. If the teacher continues to receive temporary disability indemnity, he/she may elect to take as much accumulated sick leave which when added to temporary disability indemnity will result in a payment of not more than full salary.
- 6.8.8. Any teacher receiving benefits under these rules and regulations shall, during the period of illness or injury, remain within the State of California unless the District authorizes travel outside the state.

6.9. Educational Improvement Leave

- 6.9.1. At the discretion of the District, a permanent teacher may be granted a leave of absence without pay for purposes of educational improvement and advancement.

6.9.2. Teachers given leaves of absence under this section shall sign an agreement that the District will be given written notice of no less than thirty (30) days before their intention to return. Failure to provide the District timely notification will be considered as notice that the teacher will not return and that the position is vacant.

6.9.3. A written request for such leave shall be made to the District Office.

6.10. Health Leave

6.10.1. After exhaustion of all other leave entitlements for the same health reason, a teacher may, upon request and at the discretion of the District upon a doctor's recommendation, be granted a leave of absence without pay for reasons of health. A written request for such leave shall be made to the District Office.

6.11. Association Leave

6.11.1. The Association president or designee(s) shall be entitled to up to twenty-four (24) days of leave annually for Association business.

6.11.2. Leave taken under this section requires reasonable advance notice.

6.11.3. The Association shall pay for the cost of a substitute.

6.12. Personal Leave

6.12.1. The following provisions relate to personal leave:

6.12.1.1. Notwithstanding the provisions of Education Code Section 45041, the governing board of a school district shall adopt an alternative method of computing the salary received by a person requiring certification qualifications who serves less than a full school year.

6.12.1.2. Such method shall include the deduction from the employee's regular salary of only that amount paid to a substitute or, if a substitute is not employed, the amount which would have been paid to a substitute for substitute employees.

6.12.1.3. For the purpose of this section, the amount which would have been paid to a substitute is that amount established by the District in a published salary schedule for substitute employees.

6.12.1.4. Such alternative method shall only be applied upon authorization by the School Board based upon individual employee application and shall be limited to not more than five (5) days per school year for each employee.

6.12.2. It is understood and agreed that this policy shall be applicable only to situations which:

6.12.2.1. Require the immediate presence of the teacher; and

6.12.2.2. Involve matters of pressing importance which cannot be conducted outside of school hours.

6.12.3. Absence due to recreation, conferences with spouses, social activities and concerted activities are not eligible for personal leave.

6.12.4. Advance written approval is required. Deductions for such leave shall be the amount paid a substitute for the absent teacher.

6.13. Voluntary Leave

6.13.1. Leave may be granted without loss of pay at the discretion of the District for attendance at distinctly professional meetings of educational groups. Travel expenses may be allowed for this purpose within the limits of the budget provision.

6.13.2. Leaves of absence to attend meetings or conventions of educational associations or societies, or to serve on committees or commissions of such organizations when the activities or purposes of the organization serve to upgrade and strengthen the teaching profession, may be granted upon request of the employee and with or without travel expense to the District.

6.13.3. Leaves of absence may be granted to employees who wish to attend conventions of civic or fraternal groups in which they hold office. The employee's salary shall be deducted the full amount for days absent for such leave.

6.14. Court Appearance

- 6.14.1. Teachers may be absent from duty to serve as jurors, court witnesses, or when subpoenaed to accompany a minor child without loss of pay. Fees paid the teacher for such services shall be paid to the District.
- 6.14.2. Employees called for jury duty and/or as a court witness shall notify their building principal immediately upon receipt of the summons. Notification of return shall be as soon as practicable.
- 6.14.3. Teachers called for jury duty whose absence tends to disrupt the normal operation of the District and who wish to be excused may forward a request for assistance with their notice to report for examination or for jury duty immediately upon its receipt to the Superintendent.
- 6.14.4. Upon request, the teacher shall be granted up to six (6) days of leave in any one (1) year charged to accumulated sick leave when unavoidably involved in litigation on school days.
- 6.14.5. Requests for leave as witnesses or litigants shall be made in writing to the District Office.

6.15. Bereavement Leave

- 6.15.1. A teacher will be granted five (5) days leave without charge to sick leave on account of the death of a member of the immediate family or upon receiving official notice in the time of war that a member of the "immediate family" is "missing in action." The "immediate family," as used in this section, means:
- 6.15.1.1. Mother, stepmother, father, stepfather, grandmother, grandfather, mother-in-law, father-in-law, brother-in-law, sister-in-law, or a grandchild of the employee or the spouse of the employee;
- 6.15.1.2. Spouse, son, son-in-law, daughter, daughter-in-law, step-son, or step-daughter, brother, sister, step-sister, step-brother, or a foster child, of the employee or any relative living in the immediate household of the employee.
- 6.15.1.3. "Spouse" as used in this section means a partner in marriage as defined in Family Code Section 300, including same sex partners or a registered domestic partner.

6.15.2. In addition to 6.15, a bank of days shall be available to the bargaining unit to attend funerals. The annual number of days in that bank shall be equal to 8% of the number of certificated District employees. Such leave must be taken in full or half-day units and requires at least two (2) days advance notice, if possible, and prior approval. In the event of a funeral of a District employee or student, the District will make a reasonable effort to accommodate the attendance by close friends or teachers thereof in the bargaining unit.

6.16 Earned Leave

- 6.16.1 During the time a teacher is not required to perform regular services to the District, he/she may voluntarily substitute for up to three (3) days per school year for other District teachers.
- 6.16.2 Certificated staff members may not carry more than three (3) earned Leave days in their account at any given time.
- 6.16.3 Certificated staff members may not earn or use more than three (3) earned Leave days in any given school year.
- 6.16.4 For exceptional situations and needs, two additional days may be earned and used, subject to the approval of the superintendent or designee.
- 6.16.5 A teacher's use of days earned through substituting shall not be used for sick leave or concerted activities of any kind.
- 6.16.6 The following restrictions apply to the use of Earned Leave days:
- 6.16.6.1 Use of Earned Leave days requires prior approval before more than one (1) day in succession is taken.
 - 6.16.6.2 Earned Leave days cannot be taken during the last work week in school year.
 - 6.16.6.3 Earned leave may not be used on the first and/or last day of his or her track without prior supervisor's approval.
 - 6.16.6.4 Earned Leave may not be used on days of Open House, back- to-School Night or Staff Development days.

6.17 Family Care and Medical Leave

6.17.1 The Governing Board shall provide each eligible employee with leave in accordance with State (Government Code section 12945.2) California Family Rights Act (CFRA) and Federal (29 U.S.C. 2601) Family Medical Leave Act (FMLA). A summary of the current provisions of these laws will be posted at every work site and available at the District Office. The District's FMLA/CFRA policy and procedures are found in AR 4161.8, available on the District website.

6.18 Military Leave and Military Veteran's Leave

6.18.1 Military Veteran's Leave

- 6.18.1.1 In addition to any other entitlement for leave of absence for illness or injury with pay, a teacher hired on or after January 1, 2017, who is a military veteran with a military service-connected disability rated at 30 percent (30%) or more by the United States Department of Veterans Affairs shall be entitled to leave of absence for illness or injury with pay of up to 12 days for the purpose of undergoing medical treatment for his or her military service-connected disability.
- 6.18.1.2 Credit for leave of absence for illness or injury granted under this Section 6.18.1 shall be credited to a qualifying teacher on the first day of employment and shall remain available for use for the following twelve (12) months of employment.
- 6.18.1.3 Leave of absence for illness or injury credited pursuant to this Section that is not used during the 12-month period shall not be carried over and shall be forfeited.
- 6.18.1.4 Submission of satisfactory proof that a leave of absence for illness or injury granted under this Section 6.18.1 is used for treatment of a military service-connected disability may be required by the District.
- 6.18.1.5 A teacher, as described in Section 6.18.1.1 employed less than five (5) days per week shall be entitled to that proportion of **twelve (12) days** leave of absence for illness or injury granted pursuant to Section 6.18.1.1 as the number of days he or she is employed bears to five (5).

6.18.2 Military leave shall be allowed as required by law

7. **TRANSFER**

7.1. It is recognized that it may be necessary for an employee to serve at more than one (1) school site.

7.2. **Definitions**

7.2.1. Vacancy: A vacancy is a budgeted unfilled position which the District intends to fill or a filled position where it is anticipated the position will become unfilled.

7.2.2. Vacancy Posting: All vacancies shall contain the following and shall be posted at all school sites:

7.2.2.1. a closing date;

7.2.2.2. job description; and

7.2.2.3. necessary qualifications to meet the requirements of the position.

7.2.3. Transfer: A relocation of a certificated employee from one (1) school site to another.

7.2.4. Reassignment: A movement of a certificated employee from one (1) grade level to another or by at least two (2) class periods to other subject areas.

7.2.5. Voluntary Transfer: A transfer initiated by the employee into a vacancy.

7.2.6. Involuntary Transfer: A transfer initiated by the District into a vacancy.

7.2.7. Right of First Refusal: Right possessed by a teacher whereby the District must first offer a vacant position to a teacher possessing the right. Where two (2) or more teachers possess same right, Section E.6. applies in selection of teacher to fill vacancy.

7.2.8. Experience Quartiles: Seniority distribution of current year teachers' population at K-5 or 6-8 grade levels. The first quartile shall consist solely of probationary teachers regardless of teacher numbers.

7.3. Intent forms shall be distributed by the District prior to January 15 of each year. Teachers shall return their intent forms by February 1. The purpose of the intent form is to give notice if the educator will remain an employee in the district, resign or retire for the following school year.

- 7.4. The District has the absolute right to fill one (1) vacancy during the school year from any source it deems appropriate. The District will notify the SEA President within 10 days of receipt of a written request as to the reason for an involuntary transfer.

7.5. Voluntary Transfer-Current Staff Preference

- 7.5.1. By April 1, the site administrator and/or District designee will meet with faculty to communicate the educational needs of the school site including department, grade levels, and subject areas. Site faculty shall have first consideration for all communicated site staffing needs.

- 7.5.2. In the determination of voluntary transfers (see definition 7.2.3) or reassignments (see definition 7.2.4), the wishes of the individual shall be honored to the extent that the transfer does not conflict with the instructional requirements and best interests of the school system. If more than one (1) teacher has applied for the same position, the determination of assignment will be made by the District on the basis of seniority, qualification, recency of experience, successful performance in the District, and effects of the transfer/reassignment on the sending and receiving schools.

In the event the more senior employee is bypassed, upon request of said employee the District shall provide a written statement detailing reasons for its decision.

- 7.5.3. Final determination as to who receives the position shall be made by the Assistant Superintendent of Human Resources or his/her designee.

- 7.5.4. Pre-April 10 Vacancies:

7.5.4.1 The Assistant Superintendent of Human Resources shall electronically post vacancy lists concurrently for both internal and external candidates, for the following school year by April 10.

7.5.4.2 District certificated staff shall submit the transfer request form to the Assistant Superintendent of Human Resources no later than April 20 of their interest for a posted vacancy. Only teachers with Probationary II or Permanent status are eligible to participate in this process.

- 7.5.5. Vacancy Notification and Request Form

7.5.5.1 Beginning May 1 until May 25, Certificated members will be notified electronically of posted vacancies. Certificated members shall submit the transfer request form for the vacancy to the Assistant Superintendent of Human Resources prior to the close date of the internal posting.

- 7.5.6. A certificated employee may request a transfer/reassignment to any position for which he/she is certificated and competent to perform the normal services associated with the position.
- 7.5.7. Upon the Certificated member's written request, the Certificated member will be notified in writing as to the reason(s) for not granting his/her request for transfer/reassignment.
- 7.5.8. Teachers requesting transfer from a site that is on year-round school shall be given right of first refusal over non-year-round school site teachers seeking the same non-year-round school site vacancy where the YRE teacher was initially assigned to that site at the time the site commenced YRE operation.
- 7.5.9. After May 30 all vacancies shall continue to be posted for external candidates and employee transfer request forms will not be considered for the next school year starting June 1. Starting June 1st, employees will follow the normal external candidate process.

Timeline for Transfers

Date	Action	Responsible Party
Prior to April 1st	Site Communication regarding program and staffing	Site or District Admin
Prior to April 10	Site vacancies communicated (see articles 7.5.2 and 7.5.3)	Site Admin
April 10	Post district vacancies (for internal transfers)	District Admin
April 10-20	Educator may submit transfer request for vacancy	Educator
May 1-May 25	Communicate vacancies electronically	District
May 1-May 30	Submit electronic transfer request form	Educator
After May 30	All vacancies will continue to be posted for external candidates	District Admin

7.6. Year-Round School Site Level Track Assignments

- 7.6.1. The site administrator will meet with the faculty to discuss the educational program needs of the school, tracks, grade levels, and subject areas.

7.6.2. Once the educational needs of the school have been identified, the following process will be utilized for determining the assignment of a site teacher to a track:

- 7.6.2.1. Teachers will meet by grade level or department and attempt to mutually agree to their individual track assignments, within a time frame specified by the site administrator. If mutual agreement cannot be reached and more than one (1) person has requested the same position on a track, the following criteria shall be applied by the site administrator before making the final recommendation for placement to the District Administrator in charge of personnel or his/her designee: Training in special program(s) relevant to the positions Credentials Major(s)/Minor(s) Recent experience in subject areas
- 7.6.2.2. District seniority shall be considered if all the above factors are judged to be equal.

7.7. Involuntary Transfers/Reassignments

- 7.7.1. The District may transfer/reassign employees as soon as possible when such changes are in the best interest of the District. Reasons for transfer/reassignment include those related to pupil or employee welfare, enrollment changes, budgetary adjustments, and changes in the instructional program.
- 7.7.2. The District shall make a good faith effort to effect involuntary transfers/reassignments in full cooperation with all parties concerned.
- 7.7.3. A transfer/reassignment will be made only after a meeting between the teacher involved and the Administrator in charge of certificated personnel or his/her designee, at which time the teacher will be notified of the reason thereof, and the teacher may share information and opinions which will be considered by the District prior to enacting the planned involuntary transfer/reassignment.
- 7.7.4. The District Administrator in charge of personnel or his/her designee shall consider the following criteria before making the final placement:
 - 7.7.4.1. Training in special program(s) relevant to the positions
 - 7.7.4.2. Credentials
 - 7.7.4.3. Major(s)/Minor(s)
 - 7.7.4.4. Recent experience in subject areas
 - 7.7.4.5. District seniority shall be considered if all the above factors are judged to be equal.

7.8. Initial Staffing of New Sites

- 7.8.1 New school sites shall be staffed by in-district teachers applying for voluntary transfers to the extent that the ratio of teacher experience reflects district wide experience distribution, as indicated on an employee experience list distributed at the initiation of this process.
- 7.8.1.1. The District will develop an employee experience list indicating the date of hire for each employee. That data will be ranked by date of hire and be distributed with intent forms by January 15th prior to the opening of a new school facility.
- 7.8.1.2. The employee experience list will indicate the group into which each employee is placed.
- 7.8.1.2.1. Group “A” will include certificated employees who have two or less years of experience at the time the list is distributed. This group may include employees newly hired to staff the new school.
- 7.8.1.2.2. Group “B” will include certificated employees who have more than two but less than eleven years of experience at the time the list is distributed.
- 7.8.1.2.3. Group “C” will include certificated employees with eleven or more years of experience at the time the list is distributed.
- 7.8.2 The District may refuse to transfer teachers if the ratio of experienced to new teachers is not within plus or minus twenty percent (20%) of experienced groups.
- 7.8.3 Teachers shall not be involuntarily transferred unless:
- 7.8.3.1 there are insufficient volunteers to fill all vacancies at the site;
or
- 7.8.3.2 the ratio of experienced teachers to new teachers that would result if staffed only by volunteers is not within plus or minus twenty percent (20%) of experience groups.
- 7.8.4. An involuntary transfer to the new site, or the first involuntary transfer to the vacant position created by any transfer to the new site, may be appealed at the request of the employee. The appeal will be heard by two (2) administrators appointed by the Superintendent and two (2) teachers appointed by the SEA President. The decision of the panel shall be final unless the panel cannot come to a decision favored by the majority of the panel (majority decision). In the event the panel cannot come to a majority decision, the panel will submit proposed solutions with supportive reasoning to the Superintendent for his/her action. The Superintendent's decision shall be final.

- 7.8.5. Any individual, who is involuntarily transferred due to the opening of a new site, will have the right, after two (2) years, to first right of refusal to return to any comparable vacant position for the third year.
- 7.9 In the event the teacher is transferred/reassigned during the contracted time (mid-school year) that he/she is teaching, said employee shall be allowed 1 release day for preparation prior to the effective date of the transfer/reassignment to a new grade level. That classroom teacher will be allowed 2 days if this transfer results in a change of school sites; one of those days will be a release day, the second will be in the form of compensation at the hourly rate, up to 8 hours, via a claim form, for non-contract time (i.e., weekend) spent preparing. All such time must be taken within a window of one month prior to the move.

8. COMPLAINT AND GRIEVANCE AND ARBITRATION PROCEDURE

8.1. Definitions

- 8.1.1. A "grievance" is a claim by a teacher that this contract has been violated or applied in a discriminatory manner, thus personally and adversely affecting the teacher.
- 8.1.2. A "grievant" is any teacher who is personally and directly involved in and adversely affected by an action or omission which is the basis for the grievance and who files a grievance in accordance with these regulations.
- 8.1.3. As described in Article 3, a "day" means any day when the District Office is open. It is noted that Article 8.3.7.3 of this contract article allows for modification of time lines by mutual agreement of the Superintendent and an authorized Association representative.

8.2. Purpose

- 8.2.1. 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 concerning the interpretation or application of this Agreement.
- 8.2.2. Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration, and to have the grievance adjusted without intervention by the Association, provided that the adjustment is not inconsistent with the terms of this Agreement
- 8.2.3. Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered to be maximums and the parties are expected to expedite the process.
- 8.2.4. In the event a grievance is filed at such time that it cannot be processed

through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to an aggrieved person, the time limits set forth herein will be reduced so that the procedure may be exhausted prior to the end of the school year or as soon as practicable.

8.3. Procedure

8.3.1. **Informal Problem Solving:** Any teacher with a complaint shall first present it to the immediate supervisor, who will endeavor to settle the matter informally. This conference shall be attended by the employee and immediate supervisor only with the exception of one silent observer who may be invited by either primary participant. Resolution of problems in such informal conferences shall not be binding upon the parties in subsequent grievances.

8.3.2. **Level One:** If the matter is not resolved informally, the teacher may submit a grievance in writing within twenty (20) days after the teacher knew or should have known of the problem which is the basis of his complaint or problem to the principal. Said grievance to be considered must be signed by the grievant and clearly specify: (1) the specific provision(s) of this contract that is alleged to have been violated; (2) how said provision(s) have been violated; (3) the date(s) on which said violation allegedly occurred; (4) the specific relief sought by the grievant; and (5) the reasons why the decision at the informal level was unsatisfactory. Copies of the grievance shall be sent by the grievant to the Association and the Superintendent.

After receiving the written grievance, the principal or his designee shall review the informal decision together with the written submission of the grievance. Within fifteen (15) days after receipt of the written grievance, the principal shall issue a written decision on the grievance to all parties.

8.3.3. **Level Two:** Within fifteen (15) days after receipt of the principal's decision, the grievant may appeal the decision to the Superintendent. The appeal shall be made by submitting a copy of the written grievance plus a clear and specific statement of the facts and conclusions which are appealed and the specific reasons why the principal's written decision is unacceptable. Such submission must be received by the Superintendent within fifteen (15) days after the decision.

The Superintendent shall respond to the grievant with a copy to the Association within fifteen (15) days after receipt of the written grievance.

8.3.4. **Level Three:** Within fifteen (15) days after receipt of the Superintendent's decision at Level Two, the grievant may submit the grievance to arbitration. Should the parties be unable to agree on an arbitrator, submission shall be to the American Arbitration Association and the parties will be bound by the rules and procedures of the American Arbitration Association.

8.3.5. The arbitrator will be without power or authority to amend, add to or subtract from this Agreement, but shall be restricted to a decision as to whether the Agreement has been violated and the relief, if any, to which the grievant is entitled. The decision of the arbitrator shall be final and binding on all parties.

- 8.3.6. All costs for the service of the arbitrator, including but not limited to per diem expenses, travel and subsistence, and costs of a hearing room, will be borne equally by the Association and the District. All other expenses will be borne by the party incurring them. Only the Association shall have the right to submit grievances to arbitration.

Chart/Timeline

Levels	Timeline
Informal Problem Solving	Within 20 days
Level One Written grievance may be submitted	Within 20 days of when the teacher knew or should have known of the problem
Level One Response from administrator	Within 15 days after receipt of written grievance
Level Two Grievant may appeal level one decision to superintendent	Within 15 days of receipt of administrator's decision
Level Two Response from superintendent	Within 15 days of receipt of grievant written appeal
Level Three Grievant may appeal to arbitration	Within 15 days of receipt of Superintendent's decision

8.3.7. General Grievance Provisions:

- 8.3.7.1. The filing or pendency of any grievance shall in no way operate to impede, delay or interfere with the right of the District to take the action complained of.
- 8.3.7.2. Nothing contained in the Agreement shall be construed to prevent any individual teacher from presenting and processing a grievance, provided, however, that the Association has the right to be present and state its position.
- 8.3.7.3. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall preclude any further appeal on the grievance. Failure by the District to respond within specified time limits shall authorize the grievant to proceed to the next step in the procedure. The time limits specified in any step of this procedure may be changed in any specific instance only by mutual agreement, signed by the Superintendent and an authorized representative of the Association.

- 8.3.7.4. All documents, communication and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
- 8.3.7.5. Forms for processing grievances will be prepared by the District after consultation with the Association. The forms will be printed by the District and given appropriate distribution so as to facilitate operation of the grievance procedure.
- 8.3.7.6. In the course of investigation of any grievance, representatives of any organization representing the grievant will report to the office and will identify themselves as an Association representative.
- 8.3.7.7. In processing grievances, the parties will make a good faith effort to avoid interruption of classroom activities and District operations and any unnecessary involvement of students in all phases of the grievance procedure.
- 8.3.7.8. Appropriately posted and dated District notices shall be considered as binding all teachers and Association with knowledge of the contents of said notices.
- 8.3.7.9. The Association agrees not to support a grievance essentially similar to one denied by an arbitrator, and the District agrees to apply any decision to all cases which are essentially similar to one sustained by an arbitrator.
- 8.3.7.10. The parties make a good faith effort to process group grievances jointly. Either party may separate such grievances by citing facts, in writing, regarded in good faith as justifying separation. If a group grievance is separated by the District, the time limits following Level One shall be suspended until the resolution of any grievance among those separated by the District, provided, however, that if a disagreement over essential similarity is resolved in arbitration adversely to a grievant, the time limits shall not be suspended for such grievance.
- 8.3.7.11. The grievant need not be present in order to process his/her grievance.
- 8.3.7.12. The Association shall have the right to initiate grievances on Association rights as specifically provided in this Agreement.
- 8.3.7.13. The Association shall have the right to initiate grievances on behalf of bargaining unit members. An Association-filed grievance may be filed at Level Two when the site principal lacks authority to resolve the grievance. However, in filing a grievance initially at Level Two, the Association shall provide notice of such filing to the Level Two Site Principal.

- 8.7.3.14. The teacher may be represented by the Association if he/she so elects at all levels of the grievance procedure; provided, however, that only the Association shall have the right to submit a grievance to arbitration.

9. HOURS OF EMPLOYMENT

- 9.1. The full-time teacher workday shall include regularly assigned instructional duties and responsibilities in accordance with past practice. (See Article 9.14-22)
- 9.2. On Fridays, and days preceding holidays, teachers may leave as soon as their student responsibilities have been completed, provided supervisory duties, reports or conferences have been completed.
- 9.3. The District will convene a joint calendar committee no later than November 1st. The purpose of the joint calendar committee is to develop draft school calendars for the upcoming school year. The joint committee will seek input and feedback from members in order to develop a final proposed calendar to be approved by the Board of Trustees in open session. If the board did not approve the proposed calendar, the board will direct district staff on steps for resolution which may include returning the calendar to the committee.
- 9.3.1 A joint committee comprised of two (2) SUSD and two (2) SEA designees shall convene and collaborate after seeking input/feedback from members regarding preferences for the upcoming year's calendar of events, including, Back to School Night, Parent Conferences, and Open House, no later than April 30th.
- 9.3.2 A jointly agreed upon calendar when available, shall be distributed.
- 9.4. The District agrees to make no change in officially adopted District policy concerning hours of employment (including adjunct duties), lunch periods, minimum days, preparation periods in grades 6-8, or rest periods, without consultation with the Association.
- 9.5. During the time when the K-6 regularly assigned teacher's class is being taught by a certificated teacher, such as Librarian, Art, or Music teacher, the regularly assigned teacher may leave his/her classroom for purposes of class preparation. Art and Music substitutes, if available, will be hired when those specialists are absent. The parties to this Agreement acknowledge that the total preparation minutes per week may not be the same for all regularly assigned teachers.
- 9.6. The exercise of District discretion to excuse a teacher from the requirements of a normal work day shall not be construed as discriminatory treatment of teachers whose salary is deducted for unauthorized absences.
- 9.7. The District may require two hundred (200) minutes of instructional time daily in Pre-Kindergarten (PK) as a Partial Day Program.

9.8. Mondays shall be set aside for staff meetings, district meetings and professional responsibilities. Meetings shall be relevant in supporting, informing and collaborating so as to address the mission, vision and goals of the site and the district. If no staff meeting is scheduled, educators shall use this time to perform instructional duties and responsibilities as a Professional Duty Day. Professional Duty Day responsibilities may include, but are not limited to, meeting with their collaborative teacher teams, preparing and planning instruction, assessing student work, and communicating or conferencing with families. Both parties understand that an administrator may, at times, use Mondays to meet with specific teams. If no meeting is scheduled or required, then the educators will utilize this time to engage in their choice of professional duties. When planning the district professional development calendar, the District shall take into consideration the needs of the district and the professional responsibilities of educators.

9.8.1 The District will provide a minimum of 13 Professional Duties days scheduled on Mondays, for the calendar year which include the days cited in 9.8.1.1 and 9.8.1.2.

9.8.1.1 If the first instructional day of a school year falls on a Monday, a staff meeting will not be scheduled.

9.8.1.2 A staff meeting will not be held on the first Monday, following the last day of the first and second trimesters.

9.8.2 A calendar will be published at the start of each school year. In the case of extenuating circumstances, the District will collaborate with the Union to reschedule a Professional Duty Day. SEA Leadership and SUSD will jointly communicate this change.

9.8.3 All Monday staff meetings will have a draft agenda published 24 hours prior to the meeting.

9.9. For the Term of This Agreement

9.9.1. The calendar for traditional and single-track schools shall include one hundred eighty (180) instructional days plus three (3) additional work days. One and one-half of the three work days shall be designated as member choice for the purpose of preparation work time to complete professional duties, including but not limited to, completion of mandated trainings, classroom and instructional preparation, and/or team time. The calendar dates and the programming of the additional work days will be determined by the District based on program needs.

9.9.2. The calendar for multi-track year-round education schools shall include one hundred seventy-three (173) instructional days plus three (3) additional work days. One and one-half of the three work days shall be designated as member choice for the purpose of preparation work time to complete professional duties, including but not limited to completion of mandated trainings, classroom and instructional preparation, and/or team time. The

calendar dates and the programming of the additional work days will be determined by the District based on program needs.

- 9.9.3. Certificated employees who work both Traditional/Single-Track and Year Round schools will be responsible for one hundred, eighty-one (181) workdays. One and one-half of the three work days shall be designated as member choice for the purpose of preparation work time to complete professional duties, including but not limited to, completion of mandated trainings, classroom and instructional preparation and/or team time. The calendar dates and the programming of the additional work days will be determined by the District based on program needs.
- 9.9.4. The number and scheduling of "traditional" calendar minimum days, including but not limited to Parent Teacher Conferences, Open House, and Back-to-School Nights obligations shall maintain a number of annual instructional minutes that is consistent with the 1988/89 "traditional" calendar unless otherwise agreed to by the Association.
 - 9.9.4.1 If the first instructional day of the school year falls on a Monday, it will be a minimum day
- 9.9.5. The scheduling of Open House and Back-to-School Nights for any year-round calendar shall be determined by the affected school site principal and staff. In the event the site principal and staff are unable to agree, the District Superintendent shall, after consultation with the Association, determine when Open House shall occur.
- 9.9.6. Minimum days will be consistently applied to all grade levels at elementary schools for district-operated general education programs. As much as reasonably possible, special education programs will be included in minimum days. This may result in fewer than 200 minutes of instruction (reference 9.7) in pre- kindergarten classes on minimum days, however the required annual instructional minutes for pre- kindergarten will not be compromised.
- 9.10. Teachers may arrange for five (5) exchange days per school year between unit members subject to the following:
 - 9.10.1. Exchange days and dates must have the prior approval of the site principal.
 - 9.10.2. Denial or approval shall not be subject to the grievance procedure.
 - 9.10.3. Employees shall have the responsibility for arranging for the exchange with another employee during the same school year. Starting with the 1995/96 school year, all exchanges must be concluded by June 30 of the school year in which the exchanges were made. Exchanges not paid back by June 30 of the school year in which the exchanges were made shall result in a per diem deduction from the offending teacher's salary warrant.
 - 9.10.4. The District shall have no responsibility for any inequities that may arise between affected teachers based upon the exchange of days.

9.11. Off-track personnel who are unable to attend regular District-wide in-service training programs are required to attend other in-service training scheduled to accommodate their teaching schedule. Such attendance at other in-service training shall not require the teacher to work beyond his/her regular number of work-year days and shall be scheduled so that it is continuous with a regular trimester.

9.12. Support Staff Specialists:

9.12.1. Support staff specialists shall work together with their evaluator to determine a mutually agreeable schedule of workdays. If a schedule is not mutually agreeable, a three (3) member panel consisting of a District non-specialist classroom teacher appointed by the Association President, the school site principal, and District-appointed non-specialist classroom teacher from the school site shall determine the schedule.

9.13. Extended Work Year:

9.13.1. The District within its discretion may request a support staff specialist to work additional days beyond his/her regular work year. A support staff specialist who agrees to do so shall be paid on a per diem basis. A support staff specialist shall be credited with one (1) additional illness leave day for each such eighteen (18) additional days he/she actually works.

9.13.2. The District within its discretion may request a support staff specialist to work different student attendance days than those on the regular work calendar without changing the number of work days. Any support staff specialist who agrees to do so may rescind such agreement on a yearly basis.

9.13.3. "District discretion" with respect to Article 9.13.1-2 above means that the District may increase or decrease work days beyond the regular work year and that only that number of work year days set forth in Article 9.9.1-3 is guaranteed.

9.13.4. Notice of any extended or reduced work year shall be provided to the support staff specialist by the last work day in May of the preceding work year.

9.14. The teacher/student day shall be as follows:

180 Instructional Day (Traditional)

200 Minutes Daily Instructional Time: Grades PK (partial day program)
 300 Minutes Daily Instructional Time: PK Full Day Program
 300 Minutes Daily Instructional Time: Grades K-3
 310 Minutes Daily Instructional Time: Grades 4-5
 335 Minutes Daily Instructional Time: Grades 6-8

173 Instructional Day (Traditional)

210 Minutes Daily Instructional Time: Grades PK (partial day program)
 315 Minutes Daily Instructional Time: PK Full Day Program

315 Minutes Daily Instructional Time: Grades K-3

325 Minutes Daily Instructional Time: Grades 4-5

345 Minutes Daily Instructional Time: Grades 6-8

- 9.15. A Professional Learning Community (PLC) is an interdependent team who work collaboratively in recurring cycles of collective inquiry and action research to achieve academic growth for all students.
- The District and SEA seek to support the team collaboration process and recognize that dedicated time supports this goal.
 - Team collaboration time (PLC process) will be embedded weekly into the workday, on Wednesdays, beginning the third week of instruction and ending two weeks prior to the end of the school year. If the first instructional day of the school year falls on a Monday, then early release Wednesdays will end three weeks prior to the end of the school year. PLC teams will not meet on a Wednesday that falls on a federal holiday or on any Wednesday both SEA and the District mutually agree to not hold PLC time.
 - With the ongoing support of administration, the work of the Collaborative Teacher Team is educator-led within the defined autonomy of an effective PLC, focusing on the four essential questions.
 - Early dismissal of students on Wednesdays will enable teams to collaborate uninterrupted in order to address the four essential questions of the PLC:
 - What do we want students to learn?
 - How will we know they are learning?
 - How will we respond when they don't learn?
 - How will we respond if they already know it?
 - Student minutes affected by the early dismissal will not be redistributed unless state required minimums are not met.
- 9.16. Teachers perform the following duties to fulfill professional responsibilities:
- 9.16.1. Class preparation including their lesson plans, appropriate supplementary materials such as audio-visual aids, research, lab set-ups, et cetera.
 - 9.16.2. Maintenance of student records.
 - 9.16.3. Evaluation of student achievement.
 - 9.16.4. Classroom control.
 - 9.16.5. Conferences related to pupil performance such as meetings with parents, other teachers, special services, or administrators.
 - 9.16.6. Remediation and enrichment for an individual student as appropriate.
 - 9.16.7. Conferences with students and instructional aides.

- 9.16.8. Department and faculty meetings.
 - 9.16.9. Attendance at Open House and Back-to-School Night.
 - 9.16.10. Curriculum planning.
 - 9.16.11. Pre-Kindergarten teachers will provide additional instructional support to their partner class in the partial day program. In the event that there is not a partner class, such support will be provided to another class by mutual agreement of the teacher and the administrator. Before asking a pre-kindergarten teacher to substitute for another teacher, the site administrator will make every effort to secure an outside substitute
 - 9.16.12. Teachers will communicate student progress, or lack thereof, to parents.
- 9.17. The following are also part of the professional responsibility of all teachers:
- 9.17.1. Grade level and curriculum meetings.
 - 9.17.2. Curriculum development.
 - 9.17.3. In-service training.
 - 9.17.4. District task force.
 - 9.17.5. Review and evaluation of new materials.
 - 9.17.6. Appropriate yard and bus duties.
- 9.18. Teachers attend or sponsor extra-curricular activities from the following list after discussion with the principal. The District attempts to meet its need in these areas in accordance with teacher preferences.
- 9.18.1. Sponsorship of an ongoing class or club, or
 - 9.18.2. Attendance at graduation ceremonies, honor award assemblies, plays, concerts, dances, athletic events, or
 - 9.18.3. Other sponsored activities.
- 9.19. Teachers working full time in grades 6-8 have one (1) preparation period per regular school day. Without alignment with seventh (7th) and eighth (8th) grade, sixth (6th) grade teachers, during parent conference days, are not guaranteed a preparation period.
- 9.20. Part-time employees in grades 7 and 8 will be required to serve a proportional preparation period based upon the percentage of a full-time contract the teacher has contracted to teach. For example, if a teacher is on an 80% contract, that teacher will

serve 80% of their preparation period on the school campus. The time served would be based on the following formula, (55 minutes X 80% = 44 minutes). The District shall make a good faith effort to schedule preparation periods either before the first period assignment or immediately following the last period of assignment with the full cooperation of all parties involved. It is recognized that from year to year there may be scheduling conflicts that could preclude scheduling preparation periods as stated above.

- 9.21. Preparation time, where assigned, is used for planning, preparation and conferences with parents, pupils or other professional staff. Insofar as practicable, District utilization of preparation periods for other purposes is on an equitable basis.
- 9.22. Unit members not assigned to classes on a regular full-time basis (e.g., nurses, psychologists, counselors, work experience, and librarians) work as scheduled so as to accommodate the needs of their assignment and the schools to which assigned.
- 9.23. Teachers of grades 4-6 are currently situated between K-3 (who have 20:1 class size) and grades 7-8 (who receive regular daily preparation periods). To address that "in between" status the District agrees to provide one day (or two half days – but not two mornings) of release time, upon request, for each week of formal parent-teacher conferences in order to prepare for and/or deliver parent conferences. This is subject to the following conditions:
 - 9.23.1. The selected day must be mutually agreeable to the teacher and the site administrator so that substitute classroom teachers can be secured.
 - 9.23.2. The teacher must be on site for the full student day on the release day.
 - 9.23.3. In the event that K-3 class size reduction is eliminated, this provision will be deleted from the contract.

10 EVALUATION PROCEDURES

10.1. General Procedures

10.1.1. One of the principal objectives of the District and the Association is to maintain a high quality of education in the District. It is understood and agreed that this objective requires the District to identify teachers performing at levels which will not result in high quality education, and to provide District assistance so that improvement can take place. To that end, the District and the association will create a committee to develop subsequent Certificated Employee Evaluation Forms to be used by the District. This committee will be comprised of five members; two teachers and three administrators. Four members shall be a quorum. These forms will be reviewed and revised in a collaborative manner when requested by the district and/or the Association.

10.1.2. The evaluation procedures shall include at least two (2) observations annually of no less than thirty (30) uninterrupted minutes of the teacher in a work situation. In the event an observation is negative, at least one (1) additional observation shall be made at a mutually agreed upon time. The

District shall provide written observation reports within ten (10) of the teacher's work days of the observation.

- 10.1.3. The teacher shall be given the opportunity to append written statements of his/her views to any evaluation report and such statements shall be included in the teacher's personnel file.
- 10.1.4. No negative evaluation of classroom performance shall be predicated upon the unit member's use of "controversial" teaching materials provided that such materials are consistent with the age and maturity level of the affected students and within the District's educational and curriculum guidelines and policies, and are used in an appropriate pedagogical manner.
- 10.1.5. Only the procedural aspects of this Article are grievable, not the judgment(s) of the evaluator or other individuals involved in the procedure.
- 10.1.6. Unit members shall not be required to participate in the evaluations and/or observations of other unit members.
- 10.1.7. The evaluation of a unit member pursuant to this Article shall not include or be based upon the following:
 - 10.1.7.1. Standardized achievement test results;
 - 10.1.7.2. Results of any measurement utilized for the purpose of a school improvement plan;
 - 10.1.7.3. The success, or lack thereof, of an instructional or clerical aide in the performance of tasks assigned by the unit member; or
 - 10.1.7.4. Unsubstantiated third-party reporting.
- 10.1.8. A unit member shall not be evaluated or held accountable for any aspect of the educational program over which the unit member has no authority or ability to correct deficiencies.
- 10.1.9. Site supervisors will give feedback to the unit member when a formal or informal observation has resulted in a significant concern about the unit member's performance.
- 10.1.10. A permanent unit member may be evaluated in accordance with the procedures set forth in the Certificated Alternative Evaluation Program. The use of this optional form of evaluation is limited to permanent unit members and shall be with the mutual consent of the teacher and his/her evaluator. Article 10.1.2 shall not apply to teachers who elect the Certificated Alternative Evaluation Program.

10.2. Evaluation Frequency

- 10.2.1. Probationary teachers shall be evaluated at least twice each year during probationary service. The first evaluation report shall be completed and reports filed no later than December 15. The second evaluation report shall be completed by March 1st and provided to the teacher no later than thirty (30) days before the last school day scheduled on the school calendar adopted by the Governing Board.
- 10.2.2. Permanent teachers shall be evaluated at least every other year – unless, by mutual agreement of the teacher and the supervisor, it is agreed to extend that cycle up to provisions allowed in the State education code [EC 44664.3]. The evaluation shall be completed by April 15 and provided to the teacher no later than thirty (30) calendar days before the last school day scheduled on the school calendar adopted by the Governing Board.

10.3. Procedure Applicable through December 15

- 10.3.1. No later than the end of the eighth (8th) instructional week of the school year, the evaluator shall meet with each teacher. At this meeting, the evaluator and the teacher will determine standards of expected student achievement, evaluation criteria, assistance to be provided, and plans for monitoring the teacher's performance. If an evaluator and a teacher cannot agree on one or more of these matters, the teacher may request a review by the Superintendent or his/her designee.
- 10.3.2. Following two (2) or more observations and on or before December 15, a written evaluation report or reports ("December 15 evaluation") shall be made on all probationary employees and those permanent employees in need of remediation. The results of the evaluation or evaluations shall be recorded on the District's evaluation form and signed by both parties. One (1) copy shall be given to the teacher, one (1) copy retained by the evaluator, and one (1) copy shall be sent to the personnel office.

10.4. The Following Procedure shall be Applicable to Teachers in Need of Remediation

- 10.4.1. Within fifteen (15) instructional days from April 15, the evaluator shall provide the teacher with a written notice of deficiency, including the April 15 evaluation report or reports, concerning the standards of performance together with specific instances illustrating such deficient performance. At the same time, the evaluator shall also provide the teacher with a plan for remediation which shall include specific recommendations as to the areas of improvement and endeavor to assist him/her in improving such performance, including a mutually acceptable certificated support provider. This provider will be compensated at the contractual hourly rate for an amount of support time that has been mutually agreed upon by this provider and the site administrator. The teacher may include a union representative in this process.

10.4.2. The evaluator will advise the Administrator in Charge of Certificated Personnel of the remediation plan as set forth in this Article. (See Article 10.5)

10.5. Permanent Employee Support for an Unsatisfactory April 15th Evaluation

10.5.1. The District desires to establish and maintain effective employees in all assigned positions. If permanent employees are identified as “not performing his/her duties in a satisfactory manner”, the evaluator, working with the evaluate, shall develop a written remedial action plan for the purpose of improving the performance of that employee. The remedial action plan shall be attached to the observation/evaluation document and shall include:

10.5.1.1. Areas of concern;

10.5.1.2. Suggestions for improvement;

10.5.1.3. Support for the employee's efforts to improve.

10.5.2. The teacher may include a union representative in this process.

10.6. Procedure Applicable to Probationary Teachers Receiving an Unsatisfactory December 15 Evaluation

The evaluator shall make specific written recommendations as to areas of improvement in the probationary teacher's performance and shall endeavor to assist the probationary teacher in such performance.

10.7. Procedure Applicable to Probationary Employees Receiving an Unsatisfactory March 1 Evaluation

The District may, at its discretion, terminate the employee in accordance with applicable law.

10.8. The District shall report annually through the District Curriculum Council, progress, procedures, and effectiveness of programs to support new teachers.

11 TEACHER SAFETY

11.1. The Sylvan Union School District commits to work with SEA to create and promote a safe and orderly environment for all.

11.2. A teacher may use such reasonable force as is necessary and legally appropriate to protect him/her from attack, to protect another person, to prevent damage to property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within the control of a student. In the event of any disorder or disruption in the regular school program a good faith effort will be made to ensure teacher safety.

- 11.3. Whenever any teacher of the District is attacked, assaulted, or menaced by anyone, it shall be the duty of such teacher, and/or any person under whose direction or supervision such teacher is employed who has knowledge of such incident, to promptly report the incident to the proper law enforcement authorities. The District shall not impose any sanctions against a unit member for reporting the incident to law enforcement authorities.
- 11.4. Administrators shall deal promptly with all threats made against teachers. Anyone who threatens a teacher shall be reported to the proper law enforcement authorities immediately. Teachers shall be notified of subsequent actions taken by administration including the notification of law enforcement.
- 11.5. Injury and Property Claim Process:
- 11.5.1 Anytime a member is involved in a physical interaction with any person that creates, or may result in physical injury; or, anytime a member has a physical accident (commonly a slip, trip, or fall), the member shall, within 24 hours complete and submit to their supervisor a Report of Injury form (available from Office Manager). Procedures for the provision of Worker's Compensation will be followed.
- 11.5.2 The District is not required to reimburse members for the damage or loss of personal property. Members are to take all reasonable means to secure any personal items brought onto District property. In some instances, the District may consider reimbursement on a case by case basis. Claim forms for property items may be requested from the Superintendent's Office. Any claim submitted will be subject to Board approval.
- 11.6. A bargaining unit member may suspend a pupil from his/her class for the day of the suspension and the following day for any act that disrupts or diminished the education process in accordance with Education Code section 48900 and 48910.
- 11.6.1 The unit member shall immediately report the suspension to the site administrator (or his/her designee) and send the pupil to the administrator (or his/her designee) for appropriate action.
- 11.6.2 As soon as possible, the teacher shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension. A school counselor or school psychologist may attend the conference.
- 11.6.3 At the request of the unit member, or the parent, or guardian, the administrator shall be present at all subsequent meetings regarding the suspension.
- 11.6.4 The Pupil shall not be returned to the unit member's class during the period of suspension without the unit member's concurrence.
- 11.6.5 The pupil shall not be placed in another regular class during the period of suspension. However, if the pupil is assigned to more than one class per day this subdivision shall apply only to other regular classes scheduled at the same time as the class from which the pupil was suspended.

- 11.6.6 A unit member may also refer a pupil, for any of the acts enumerated in Section 48900, to the principal of the designee of the principal for consideration of a suspension from the school.
- 11.7. The District and unit members shall conform to and comply with all health, safety and sanitation requirements imposed by local, state, or federal law or regulations adopted under local, state or federal law.
- 11.8. Only credentialed nurses shall provide and conduct medical procedures including those prescribed or directed by a physician or other qualified health professional.
- 11.9. Any other specialized healthcare procedures not listed above will be evaluated on an individual basis by the school nurse to determine the level of care.
- 11.10. SEA may place up to two SEA members on the District Safety Committee. The Committee will meet at least 3 times per year in a joint effort to gather suggestions and address concerns relating to issues of school and district safety.
- 11.11. The District shall offer TB screenings for all unit members, at no cost to the unit member, as required for continued employment with the District.
- 11.12. The District provides information on procedures for filing a Worker's Compensation Claim at orientation for newly hired staff, as well as in the annual notifications to all employees.
- 11.13. The District shall make training available for life saving practices, which may include Cardiopulmonary Resuscitation, Epinephrine Auto Injector, Naloxone and Automatic External Defibrillator training at no cost to unit members.
- 11.14. The District will utilize security cameras on district property to maintain safe school environments and secure District assets.
- 11.14.1 Internal video recording equipment will be used to monitor and maintain a safe and secure campus and worksite, Any audio recording capabilities shall be disabled.
- 11.14.2 No recording equipment will be installed where there is a reasonable expectation of privacy, such as bathrooms, or locker rooms.
- 11.14.3 The District shall post notification signs at sites where video cameras are present in accordance with applicable law or board policy/administrative regulations.
- 11.14.4 SEA and the District agree that the use of video and/or audio recording devices shall fully comply with Ed. Code 51512.

12 CLASS SIZE

- 12.1. The parties recognize that class size is (1) a significant factor in pupil achievement; (2) an important term of condition of employment; and (3) a major cost variable subject to staff availability, physical facility limitations, student transportation problems, special pupil needs, the grade level and/or subject, and other factors. For these reasons, the parties affirm their intention to consider class size, including class size under the Special Education Master Plan, as a matter of mutual importance and consideration.
- 12.1.1 As a means of supporting the unique needs and demands of the Special Education program, the district and SEA will meet at the request of the association and/or the district, to review SELPA standards for Special Education Caseloads including staffing, enrollment, and site assignment. Both parties will review Education Code and the most current SELPA standards and/or consider possible solutions that meet both the educator and district's needs when determining staffing and student ratios. SELPA standards are best practices not class maximums.
See Stanislaus County SELPA Website: <http://selpa.stancoe.org/>
- 12.1.2 The number of students who are mainstreamed and the number of mainstream minutes for students with disabilities from Special Day Class (SDC) classes for core instruction in grades PK-8, will be given consideration on the general education teacher's proposed or current roster and class size as outlined in 12.1.3.
- 12.1.3 The District Shall make reasonable efforts to maintain class sizes at the following levels:
- | | |
|-----|-------------------------|
| TK | Follow State Guidelines |
| K-3 | 25 students |
| 4-5 | 33 students |
| 6-8 | 35 students |
- 12.2. Unit members shall have input at the site level concerning the initial composition of classes for the following school year.
- 12.3. Any affected teacher shall have the right to consult with the site administrator regarding any addition of a student, including mainstreamed students, to his or her class or if the class size exceeds level as listed above in 12.1.3; such consultation shall be requested by the teacher within two (2) weeks of said addition. The site administrator will inform District level administration of a consultation regarding class size and composition as needed.
- 12.4. A committee comprised of three (3) SEA members and three (3) SUSD District members, upon request by SEA, will review, and discuss class sizes and class composition across the district within the first 8 weeks of the school year. Final determination will be made by the District on adjustments.

12.5. For class sizes in General Education, Resource and Special Day Classes in grades 4-6, the following support will be provided (dependent upon funding and substitute availability) in consultation with SEA and SUSD. The district agrees to provide one day of release time, upon request, for Fall formal Parent-Teacher Conferences in order to prepare for and/or deliver parent conferences. This is subject to the following conditions:

12.5.1 The selected day must be mutually agreeable to the teacher and the site administrator so that substitute classroom teachers can be secured.

12.5.2 The teacher must be on site for the full student day on the release day.

12.5.3 Substitutes will be prearranged between the site and Human Resources.

NOTE: This Article does not delete, amend, or change current language in Article 9.23

13 EARLY RETIREMENT

13.1. At the option of the District, a teacher may retire from the District and enter into an independent contractual arrangement with the District whereby he/she is to perform certain services as a consultant.

13.2. Eligibility

13.2.1. The early retirement program will have the following requirements. The teacher must:

13.2.1.1. have been employed by the District continuously for at least ten (10) years.

13.2.1.2. file an irrevocable letter of intent with the Superintendent by March 1 of the year they enter the program.

13.2.1.3. have reached the age of fifty-five (55) years prior to July 1 of any year they enter the program.

13.2.2. If more teachers apply for early retirement than there are positions available, those positions shall be filled on the basis of the age of the applicants. Teachers otherwise eligible who are denied entry into the Early Retirement Program shall maintain eligibility provided they have provided continuous service to the District since their application.

13.3. Contract

13.3.1. Employees approved for this program shall be eligible as an independent professional consultant to enter into a contract with the District for a period of no more than five (5) years, or to the age of sixty-five (65), whichever comes first. An employee is eligible for only one (1) such contract with the District.

13.3.2. The contract shall require a minimum of twenty (20) days of service per year. The fee for services shall be One Hundred Dollars (\$100.00) per

day.

13.3.3. The maximum dollar amount of the contract shall be One Hundred Dollars (\$100.00) per day.

13.4. **Contract Services**

13.4.1. The functions to be performed under the provisions of the contract shall include but not be limited to teaching, research, consultation and advice upon curricular, financial, and in-service matters for improvement of the

educational program provided that the person has training and experience to perform the functions. The District will seek to schedule services required under this Article to accommodate retirees as well as District needs.

14 WAGES

14.1. For 2023-2024 wages include a salary schedule increase of 5.0% (five-point zero percent) over the 2022-2023 salary schedule, effective retroactively to July 1, 2023 for the 2023-2024 school year. Retroactive payments will be made for the base/contracted work (NORMAL PAY) for any unit member employed as of December 31, 2023 or thereafter, or retired during the 2023-2024 school year shall also be eligible for the retroactive payment.

The total increase will not be applied to extra time or extra work or duties completed in the 2023-2024 school year.

For the 2024-2025 school year certificated Hourly Rate will be \$44.44.

To help address the recruitment and retention of teachers with special education credentials, there will be an ongoing, annual stipend in the amount of \$1,000.00 starting in the 2022-2023 school year, for the following educators who work in a special education assignment; specifically: Special Day Classroom Teachers, Resource Program Teachers, Inclusion Specialists, Assistive Technologies Specialist, Special Education Induction Support Provider, and Adapted P.E. Teachers.

There is currently a nation and state-wide shortage of qualified applicants for the positions of Speech Language Pathologist and Credentialed School Nurse. To help address the recruitment and retention of these specific positions, there will be an improvement to the Speech and Language Pathologist stipend to \$10,000/annually starting in and retroactively applied to the 2021-2022 school year. An additional stipend will be provided to Credentialed School Nurses of \$8,000/annually, starting in the 2022-2023 school year. The MOU for COVID-19 Medical Support Stipend will remain in place for the 2021-2022 school year for Credentialed School Nurses.

- Beginning July 1, 2024, the District will implement additional salary schedule steps based on longevity of employees who have reached step 14 of columns F and G. Those additional steps will begin with step “15” and be followed by an

additional step every four years (increments L1, L2, L3, L4, L5, L6). They will be based on the same dollar interval as other schedule steps.

- The District and SEA agree that, effective July 1, 2018, certificated employees in continuous District employment shall, when reaching Column G, and effective July 1, 2024 when reaching column F be placed on the step corresponding with the number of years in District service, as defined in Section 14.9.1, following initial placement. Thereafter, additional longevity increases shall continue to be granted after each additional 4 years of employment by the District (increments L1, L2, L3, L4, L5, L6).
- Beginning July 1, 2019, the District will implement additional salary schedule steps based on longevity of psychologists who have reached step 10. Additional longevity increases shall continue to be granted, starting at year 10, after each additional 4 years of employment in the District (increments L1, L2, L3, L4, L5, L6).
- District credential nurses shall receive additional salary schedule steps based on longevity of nurses who have reached step 14 of column (G) and effective July 1, 2024 when reaching column F. Those additional steps will begin with step “15” and be followed by an additional step every four years (increments L1, L2, L3, L4, L5, L6). They will be based on the same dollar interval as other schedule steps.
- A Board approved leave of absence does not constitute a break in continuous employment.

14.2. Part-time placement annual movement:

14.2.1. Salaries for part-time teachers shall be prorated in the proportion that the part-time instructional assignment bears to a full-time instructional assignment in the grade level.

14.2.2. To qualify for a year of experience for movement on the salary schedule, a part-time teacher must have served the equivalent of seventy-five percent (75 %) of the number of hours and the number of workdays required of a full-time teacher in a regular school year. In computing the total number of hours worked by a part-time teacher, the duty-free lunch period is excluded and any regular preparation time is prorated. Once a part-time teacher qualifies for step movement, such movement shall take place the following year.

14.3. Establishes a new hourly rate of \$44.44. (Starting July 1, 2024)

- | | | |
|------------|--|--------------|
| 14.3.1.1. | Counselor 6-8_____ | Factor of 30 |
| 14.3.1.2. | Teacher in Charge_____ | Factor of 30 |
| 14.3.1.3. | Activity Director_____ | Factor of 50 |
| 14.3.1.4. | Department Chair of:_____ | Factor of 30 |
| | (Social Science, English, Math, Science, P.E., Nurses) | |
| 14.3.1.5. | Elementary Leadership _____ | Factor of 20 |
| 14.3.1.6. | Electives Coordinator_____ | Factor of 30 |
| 14.3.1.7. | Sixth Grade Coordinator_____ | Factor of 30 |
| 14.3.1.8. | Sixth Grade Camp_____ | Factor of 20 |
| 14.3.1.9. | Safety Patrol_____ | Factor of 30 |
| 14.3.1.10. | School Club Advisor_____ | Factor of 20 |
| | Up to eight may be funded at each middle school by the District. | |
| | Examples include: Ski, French, Spanish, Cheerleading, California Scholarship Federation, Math (up to 3), Science Olympiad (1 or 2), Book Club/Talk, Technology/Computer, Drama, Chorus, Color guard, Music/Jazz Band, Chess, Tigers Alive, Speech, STOP, Newspaper, etc. | |
| 14.3.1.11. | Renaissance Coordinator_____ | Factor of 30 |
| 14.3.1.12. | Athletic Director_____ | Factor of 50 |
| 14.3.1.13. | Yearbook Advisor (Middle School)_____ | Factor of 30 |
| 14.3.1.14. | Student Council Advisor (Elementary School)_____ | Factor of 10 |

14.3.2. The After School Recreation sports stipend factor is determined by multiplying the actual number of weeks times five (5) limited as follows:

	Maximum Weeks
14.3.2.1. Basket G6_____	6
14.3.2.2. Basket G7_____	12
14.3.2.3. Basket G8_____	12
14.3.2.4. Basket B6_____	6
14.3.2.5. Basket B7_____	12
14.3.2.6. Basket B8_____	12
14.3.2.7. Football Coed 8_____	8
14.3.2.8. Volleyball G6_____	6
14.3.2.9. Volleyball G7_____	8
14.3.2.10. Volleyball G8_____	8
14.3.2.11. Coed Wrestling #1 6-8_____	8
14.3.2.12. Coed Wrestling #2 6-8_____	8
14.3.2.13. Softball G6_____	6
14.3.2.14. Softball G7_____	8
14.3.2.15. Softball G8_____	8
14.3.2.16. Coed Track 6-8 #1_____	8
14.3.2.17. Coed Track 6-8 #2_____	8
14.3.2.18. Cross Country Coed 6-8_____	8
14.3.2.19. Flexible Use Hours per Middle School Site = 220. Flex hours are for use at site discretion to add support for core sports (above), additional Football, Coed Soccer, Softball, Golf, Volleyball sports, or new sports approved by the Athletic Director and site Administrator.	

14.4. Use of personal automobiles

- 14.4.1. Employees who are authorized or required by the District to use their personal cars for District business shall receive the Internal Revenue Service maximum rate for actual and necessary travel
- 14.4.2. Teachers traveling between sites during the regular school day shall be given one (1) day per year of compensation time to be taken with the prior approval of the Principal.

14.5. Pay for off-track teachers serving as substitutes shall be compensated in an amount equivalent to regular substitute pay then effective plus Twenty Dollars (\$20.00) per day.

14.6. Enrichment Summer School or Inter-session Classes

- 14.6.1. The selection process for filling summer school and inter-session classes will include posting the positions at each school site and mailing the openings to off track teachers. The standard District interview process will be used to select the qualified teacher.
- 14.6.2. Teachers selected to teach enrichment classes during summer school or inter-sessions will be paid at the rate of 1.5 times the hourly certificated rate. The classes will be cancelled if enrollment drops below the break- even point for full funding outside of the General Fund.

14.7. Remediation Program Classes

- 14.7.1. The selection process for filling remedial program classes will include the openings being posted at the site of the program only. If more than one teacher applies at the site, the standard District interview process will be used to select the qualified teacher. If no one can be found to fill the position from within the site, the openings will be posted in all of the schools in the District. If more than one teacher applies from the District, the standard District interview process will be used to select the qualified teacher.
- 14.7.2. Teachers selected to teach the remedial classes will be paid at 1.2 times the hourly certificated rate.

14.8. Original Placement on the Salary Schedule

- 14.8.1. Units submitted must be from a regionally accredited college or university (WASC or its equivalent) in upper and/or lower division or graduate courses, and must have been taken after the date the Bachelor's Degree was awarded. Lower division courses are not normally acceptable for original placement unless relevant to the assignment as determined by the Assistant Superintendent of Human Resources or designee.
- 14.8.2. To count as a year of experience, at least seventy-five percent (75 %) of the school year must have been taught.

14.8.4 Beginning July 1, 2018, regularly credentialed teachers shall be allowed 1 (one) full step on the salary schedule for each year of satisfactory out of district or in-district experience provided the experience was gained within the previous fourteen (14) years.

14.8.5 Minimum and Beginning Teacher Salary Adjustment

14.8.5.1 Any teacher currently working without a valid credential (Waiver, Emergency, Intern, One-Year Non-Renewable, etc., are not valid credentials) will be frozen at his/her current salary until such time that he/she has a valid credential. Any new teachers hired without a valid credential will be placed in Class I-A of the salary schedule and will remain there until such time that he/she has a valid credential. A change of class placement will only occur at the beginning of each school year.

14.9. Subsequent Step Advancement on the Salary Schedule

14.9.1. Unit members shall advance one (1) step per year in a class until additional steps cease to exist provided they have rendered teaching services for at least seventy five percent (75%) of the work days of the school calendar.

14.9.2. In order to receive credit for column movement purposes, transcripts evidencing completion of unit work must be filed with the District Office by September 15 in order to receive credit for column movement purposes for that school year. If transcripts are not available by September 15, other evidence of course enrollment may be submitted, with transcripts submitted not later than October 15.

14.9.2.1. Units submitted must be from a regionally accredited college or university (WASC or its equivalent) in upper and/or lower division or graduate courses and must have been taken after the date the Bachelor's Degree was awarded. Units/coursework must support the teacher's professional growth. Professional growth courses shall be defined as those courses which are within the field of education, methodology and/or subject matter areas which contribute to his/her position in the District and/or qualify the teacher for another certificated/administrative position within the District. Units must be earned during the current tenure of employment with the district. Lower division courses and Continuing Education Units (CEU) for individuals who hold a License (Registered Nurse, Board Certified Behavior Analyst, Mental Health Clinician, and Licensed Clinical Social Worker) are not normally acceptable unless relevant to the assignment as determined by the Assistant Superintendent of Human Resources or designee. Community education courses will not be approved.

14.9.2.2. All column advancement will be calculated on the basis of semester units. A semester unit is the equivalent of fifteen (15) hours of coursework or Continuing Education Units (CEU). Quarter units shall

be converted on the basis of ten class hours equals two thirds (2/3) of a semester unit. (e.g., Two quarter units equals one and one third (1 1/3) semester units.) Any resulting fractional semester units will be tracked, and will not be rounded.

- 14.9.2.2.1 Continuing Education Units (CEU) for individuals who hold a license (Registered Nurse, Board Certified Behavior Analyst, Mental Health Clinician, and Licensed Clinical Social Worker) must be submitted from an accredited institution after license has been issued. All CEU's will be counted towards step advancement on the scale as outlined in 14.9.2.2 and approved based on language of 14.9.2.1.
- 14.9.2.3. All coursework and units must be evaluated and approved by the Human Resources department for column advancement. Employees are encouraged to get coursework and units preapproved by the Human Resources department to ensure that they will be accepted for column advancement. Units that are turned in without preapproval may not be approved. The approval or disapproval of units will be communicated by the Human Resources department to the employee in writing.
- 14.9.2.4. Units and/or course(s) that are disapproved by the Human Resources department may be appealed informally by the employee to the Assistant Superintendent of Human Resources. If the units and/or course(s) are still disapproved, the employee may formally appeal the decision in writing within ten (10) working days of notification of the disapproval. The appeal will be considered by a review committee consisting of the Assistant Superintendent of Human Resources, a site principal, the association president, and the association lead negotiator. The review committee will reach consensus and respond to the appeal in writing within ten (10) working days of making its decision. If the review committee is unable to reach consensus, the Superintendent will serve as the tie- breaker. The decision of the committee may be appealed to the Superintendent within ten (10) working days of notification of the decision of the committee. The Superintendent's decision regarding the approval or disapproval of appealed unit(s) will be communicated in writing within ten (10) working days and will be final.
- 14.9.2.5. Units must not be from professional development opportunities that are paid for by the District. However, the District may initiate District sponsored classes, workshops, and/or trainings for which a specific amount of professional growth hours may be allocated to participating employees. Those hours may be converted into District Units (15 hours = 1 semester unit) for movement across the salary schedule.

14.10. Teaching During Preparation Period at the Middle School

- 14.10.1. Middle school teachers who agree to substitute for an absent teacher during their own preparation period (as per article 9.5 and 9.20) will be compensated at the prevailing hourly rate for the actual time served, rounded up to the nearest quarter hour.
- 14.10.2. Sixth grade teachers who teach their own class for a regularly scheduled absent specialist when a substitute cannot otherwise be secured (see article 9.5) will be compensated at the prevailing hourly rate for the actual time served, rounded up to the nearest quarter hour. The sixth grade teacher will teach the lesson provided for the substitute by the absent specialist. The location of the lesson will be determined at the time of the assignment.
- 14.10.3. Certificated staff who voluntarily teach an additional period, in place of their regularly assigned preparation period, will be compensated at .2 FTE, based on their annual salary for the current school year. The .2 FTE compensation will be applied to the agreed upon number of workdays for the current school year. The additional compensation will not be added to or impact any stipend or other compensation earned by the educator. The subject and course content will be determined by the site and district administration, based on student and program need, meeting the requirements for educator credentialing and in consultation with the educator, administrator, in collaboration with the Human Resource and/or Educational Services Administrators. The selection, by the administrator, will be based on the needs of the site master schedule. If two or more educators are considered for the same additional period, the educator with the most seniority will be offered the position first and seniority ranking will apply to all other considered applicants of that period. The educator's schedule of classes will not exceed six (6) periods.

14.11. Teaching During Preparation Period at the Elementary School

- 14.11.1 Elementary school teachers who agree to substitute for an absent teacher during their own preparation period (if provided) will be compensated at the prevailing certificated hourly rate for the actual time served, rounded up to the nearest quarter hour.
- 14.11.2 Elementary school teachers who serve as a specialist and agree to substitute for an absent teacher, in lieu of their own designated assignment, will be compensated at the certificated hourly rate as following:
- Half Day or less = 1 hour at the certificated hourly rate
 - More than Half Day = 2 hours at the certificated hourly rate
- 14.11.3 Elementary school teachers who agree to take additional students from an absent teacher's class will be compensated at the prevailing substitute teacher rate. The compensation will be equally divided among the participating teachers.

15 **HEALTH AND WELFARE BENEFITS**

- 15.1. Commencing the 1991 school year, the District paid up to Two Hundred Thirty-Eight Dollars and Eighty Cents (\$238.80) per month toward the cost of an employee-only (single) medical care plan, a dental plan, and a vision plan.
- 15.2. Commencing the 2015 calendar year, the District will pay up to Three Hundred Thirty-Seven Dollars and Twenty-Eight Cents (\$337.28) per month toward the cost of an employee plus one (two-party) medical care plan, a dental plan, and a vision plan.
- 15.3. Commencing the 1991 school year, the District paid up to Three Hundred Thirty-Seven Dollars and Twenty-Eight Cents (\$337.28) per month toward the cost of an employee with dependents (family) medical care plan a dental plan, and a vision plan.
- 15.4. Commencing the 2015 calendar year, the District will pay up to Four Hundred Fifty-Five Dollars and Fifty-Nine Cents (\$455.59) per month toward the cost of any high deductible medical care plan, a dental plan, and a vision plan.
- 15.5. The District and the employee shall each pay fifty percent (50%) of any subsequent increase in premium rates.
- 15.6. Employees are bound by contracts with insurance carriers which limit coverage to employees who work a minimum of half time (0.5 FTE). If and when that insurance carrier limitation is removed, this subsection of the contract will also be automatically removed.
- 15.7. A joint committee shall be formed for the purpose of health insurance cost containment. The health insurance committee shall consist of one (1) member from each school site and one SEA representative appointed by the Association, two (2) administrators and two retired employees appointed by the District and classified employees proportionate in number to size of the CSEA unit as compared with SEA; said committee shall meet no later than ninety (90) days prior to the expiration of the current contract with the health insurance carrier to review insurance coverage(s), costs and carriers, and to solicit bids for such coverage(s) from other providers.
- 15.8. As per IRC Section 125, teacher contribution toward medical, dental and vision coverages shall be made with pre-tax dollars. An IRC Section 125 flexible benefits plan (Flexible Spending Account) shall be made available to all unit members.
- 15.9. **Health Benefit Rebate**
 - 15.9.1 A monthly insurance rebate of One Hundred Twenty-Five Dollars (\$125.00) per month will be provided to any full-time unit member who can provide evidence of medical care plan coverage elsewhere. Part-time employees shall receive this as a pro-rated benefit.

15.10. **Retiree Health Benefits**

15.10.1 The Retiree Health Benefits Program relies upon the economic benefit accruing to the District based upon the retiree replacement aspects as its justification.

15.10.2 Eligibility - The teacher must:

15.10.2.1 Have been employed by the District continuously for at least ten (10) years.

15.10.2.2 File an irrevocable letter of intent with the Superintendent by March 1 of the year they enter the program.

15.10.2.3 Have reached the age of fifty-five (55) years prior to July 1 of any year they enter the program

15.10.2.4 Have reached at least Step 14 on the salary schedule.

15.10.2.5 Arrange retirement to provide sufficient advance notice to the District to obtain an acceptable replacement.

15.10.2.6 Be approved for retirement by the District's Governing Board.

15.10.2.7 Have participated and paid for District health benefits in the health benefit program, as an employee and not as a dependent, in the year in which the employee retires and elects to take retirement health benefits.

15.10.3 **Eligibility Period**

15.10.3.1 The employee will be eligible for the District-paid health benefits during this program only between the ages of fifty-five (55) and his/her sixty-fifth (65th) birthday. Benefits provided by the District will terminate at the end of the month in which the retiree becomes sixty-five (65).

15.10.3.2 In the event that the Federal Government changes the Medicare effective age to age sixty-seven (67) the Sylvan Union School District will extend the terminal date of this provision to be the month in which the retiree becomes sixty- seven (67). This agreement is contingent upon it being a net savings to the district (i.e., the savings derived from the retiring employee at VII-25 is greater than the sum of their retirement benefit cost plus the cost of a new replacement teacher coming in at IV-7 - projected out over the duration of that retirement benefit [12 years], assuming the new teacher's column movement every other year.)

15.10.4 **Benefits**

15.10.4.1 Health benefits provided by this program are for medical only, with premiums being paid in full by the District. This medical

plan, which is exclusive of dental and vision, shall be the same medical plan as that provided to active employees.

15.10.4.2 A retiree cannot elect to utilize District premium payments for reasons other than major medical premium payments.

15.10.4.3 Alternately to the benefits provided in 15.10.4.1 printed above, a retiree may elect to receive an annual cash payment equal to the cost of the least expensive single employee premium offered by the District at the time of the retirement and frozen at that level for the duration of the eligibility period (as outlined in Article 15.8.2).

15.10.4.4 Upon notification to the District, a retiree who no longer meets the eligibility requirements of health benefit service providers or carriers, due to living outside the geographical service area, may elect to receive an annual cash payment equal to the cost of the least expensive single employee premium offered by the District at the time of the employee's retirement which will be frozen, at the rate, for the duration of the eligibility period. All other conditions and requirements in Article 15 apply. Evidence of loss of coverage by the service provider or carrier will be required of the employee.

15.10.5 **Retiree Health Benefits Funds**

15.10.5.1 The Sylvan Union School District will place \$319,000, as a permanent contribution to this fund during the 1998-99 school year.

15.10.5.2 The District will investigate investment options that may realize a greater interest return than that of the County Treasury.

16 **TEACHER DISCIPLINE**

16.1. **General**

The District expects educators to maintain professional standards. In the event than an educator fails to meet these standards, or engages in inappropriate or egregious conduct, the District has a responsibility to address the educator's conduct. The District utilizes progressive discipline and correction except where the offense or actions require immediate remediation, correction, or discipline by the District.

16.1.1 The purpose of progressive discipline is to provide corrective feedback and/or administrative coaching for the educator. Progressive discipline includes, but is not limited to, the following actions:

- Conversations
- Feedback and/or administrative coaching
- Written and/or verbal corrective feedback
- Conference summary
- Letter of warning/reprimand

Documentation regarding educator discipline, with notification to the educator, may be placed into the educator's personnel file. An educator may attach a written response to documentation placed into his/her personnel file.

16.1.2 Disciplinary action, as described and outlined below, means suspension without pay for up to fifteen (15) days

16.1.3 This Article shall not limit the District's right to evaluate or to reprimand orally or in writing or to counsel employees. Nor shall anything in Article 10 "Evaluation procedures," limit the District's right to discipline employees pursuant to this Article

16.1.4 In instances where the Superintendent believes that a written reprimand or written warning is inappropriate under the circumstances, or will not result in corrective action, the Superintendent may order a suspension without having first given a written reprimand or written warning.

16.1.5 The teacher may request the presence of an Association representative at any meeting scheduled by an administrator where disciplinary action is the subject of investigative questioning.

16.1.6 Suspensions pursuant to this Article shall not reduce or deprive the teacher of seniority or health benefits.

16.2 **Just Cause** – The District may suspend teachers pursuant to the following based upon just cause, including but not limited to:

16.2.1 Unauthorized absence, including abuse of sick leave provisions;

16.2.2 Repeated unauthorized tardiness;

16.2.3 Repeated failure to perform regular or other assigned duties;

16.2.4 Commission of an act involving moral turpitude;

16.2.5 Insubordination;

16.2.6 While on duty - used, sold/furnished, was under the influence of, or unlawfully possessed any controlled substance (as defined in Health and Safety Code section 11007), an alcoholic beverage, or an intoxicant of any kind;

16.2.7 While off duty - unlawfully sold/furnished or possessed any controlled substance (as defined in Health and Safety Code section 11007);

16.2.8 Knowingly providing verbal or written confidential student information to non-District individuals not legally entitled to such information;

16.2.9 Failure to comply with, or abuse of, any section or Article of this contract;

16.2.10 Dishonesty;

16.2.11 Inexcusable discourteous treatment of the public or another officer or

employee of the District; and/or

16.2.12 Any cause set forth in Section 44932 of the California Education Code.

16.3 Procedure for Imposing Disciplinary Action

16.3.1 Prior to imposition of disciplinary action, the District shall give written notice to the teacher. This written notice of disciplinary action shall be deemed sufficient if personally delivered or sent to the teacher by certified mail, return-receipt requested, at least five (5) calendar days prior to the date when the disciplinary action is proposed to be effected.

16.3.2 The contents of the written notice shall include, but need not be limited to, the following:

16.3.2.1 A statement of the specific acts and omissions upon which the disciplinary action is based;

16.3.2.2 A statement of the cause, or causes, for the action taken;

16.3.2.3 If it is claimed that the teacher has violated a rule or regulation of the District, a statement of the rule or regulation;

16.3.2.4 A statement of the suspension proposed including beginning and ending date(s);

16.3.2.5 A statement that the teacher has the right to participate in a pre-suspension conference and a proposed date, time, and place for such pre-suspension conference;

16.3.2.6 A statement that, as the alternative to (e.), the teacher may file a grievance directly with the Superintendent or his/her designee;

16.3.2.7 A statement that if the teacher does not respond pursuant to (e.) or (f.) above, the District will impose the suspension as noticed;

16.3.2.8 The pre-suspension discussion, unless waived, shall take place not less than five (5) nor more than ten (10) days from the date of the notice.

16.3.3 The pre-suspension conference shall be informal. The teacher shall be given the opportunity to present facts and arguments regarding the proposed suspension.

16.3.4 The Superintendent or his/her designee shall inform the teacher of the decision to suspend or not to suspend within three (3) days from the date of the pre-suspension conference.

16.3.5 Any dispute arising out of the application of this Article shall, upon request of the grievant and at the discretion of the Association, be submitted directly to Level Three of the Grievance Procedure in accordance with Article 8.3.4. All

provisions there cited (Article 8.3.4) shall apply except grievant submission must be within ten (10) days from receipt of the Superintendent/designee's decision pursuant to Article 16.3.4. If a dispute is submitted, the suspension shall be deferred pending the Arbitrator's decision.

16.4 Immediate Effect

16.4.1 Notwithstanding other provisions of this Article, a teacher against whom disciplinary action is to be taken may be immediately suspended upon verbal notification pending a hearing when his/her presence would be detrimental to the welfare of the District, the pupils, the public, or other employees of the District.

16.4.2 This verbal notification shall be followed by service upon the teacher of the written notice as set forth in Article 16.3.2.2. Failure to provide the required written notice within five (5) days from the date of the verbal notification shall render the discipline a nullity.

16.5 Non-Exclusivity

16.5.1 Nothing in this Article shall limit the District's right to institute dismissal, non-reelection and/or immediate suspension and mandatory leave of absence proceedings as set forth in California Education Code, nor shall discipline under this Article be regarded as a precondition to any proceedings under the California Education Code.

17 MEDICARE

17.1 The District agrees to allow teachers to elect individually whether they shall become eligible for Medicare coverage as provided for by AB265 (1989), and Government Code section 22009.03, et seq. The election shall be conducted pursuant to the rules and regulations promulgated by the Public Employee Retirement System (PERS).

17.2 All teachers who are members of STRS and who were hired on or before March 31, 1986, shall be eligible to participate in the individual election.

17.3 The Association shall be provided a copy of the list of teachers eligible to participate in the individual election and their anticipated total wages for the current fiscal year.

17.4 The effective date of coverage shall be December 1, 1991.

17.5 Teachers electing to participate in Medicare coverage shall be permitted to authorize payroll deduction of one point four five percent (1.45%) of total wages for the period of time from the effective date of coverage until the PERS process of entering Medicare is completed. Such funds shall be placed in an Escrow Account to be used for the individual teacher's retroactive payment to Medicare. Any remaining monies and interest earned during this time shall be returned to the individual teacher.

- 17.6 The Association shall be furnished copies of all correspondence between the District and PERS regarding the implementation of AB265.

18 JOB-SHARED CONTRACTS

18.1 Objectives

- 18.1.1 Job-shared employee positions are encouraged to provide more flexible staffing to meet the individual needs of teachers and students in schools.

18.2 Job Sharing

- 18.2.1 Definition - "Job-sharing" refers to two (2) employees sharing one (1) assignment.

- 18.2.2 Any assignment opening may be available to teachers who have indicated, in writing, to the office of Human Resources, their desire to share.

- 18.2.3 Job-sharing assignments shall be filled only by permanent teachers who have jointly requested to work together.

- 18.2.4 Responsibilities of an assignment by two (2) job-sharers may be divided and/or allocated according to a plan designed by the job sharers with the concurrence of their immediate supervisor and the Assistant Superintendent of Human Resources.

- 18.2.5 A job-sharer who has been a full-time staff member and who wishes to return to a full-time assignment in the subsequent year, must so inform the office of Human Resources by February 1.

- 18.2.6 One (1) step increments shall be granted for every two (2) years of service.

- 18.2.7 Job-sharing employees will earn a pro-rated credit toward retirement, leave, and fringe benefits. The employee may pay a pro-rated share of fringe benefits available subject to approval of the carrier.

- 18.2.8 It is understood that "job shared" non-teaching assignments shall be pro-rated and that these assignments, whenever possible, shall be scheduled at times that the employee is scheduled to be at work. However, the following activities require the attendance of both job-sharing employees:

18.2.8.1 Open House

18.2.8.2 Back-to-School Night

- 18.2.8.3 Staff Development Activities: If a training or professional development day is added during the school year, after approval of the job share calendar, the educator scheduled to be off on that day, may opt to attend. If a training or professional development day is added during the school year and falls on a scheduled work day, the educator in the job-share is required to attend.
- 18.2.8.4 IEP (Individual Educational Plan)
- 18.2.8.5 SST (Student Study Team)
- 18.2.8.6 First and last student attendance days
- 18.2.8.7 Parent Conferences
- 18.2.9 A condition of entry into shared teaching shall be that the affected teachers shall decide between themselves which of them shall have the right to retain the shared teaching position in the event one or both teachers wish to subsequently return to a regular full-time teaching assignment at the end of the year. The remaining teacher shall be reassigned or transferred in accordance with the transfer procedure set forth in this contract. In the event one of the participating teachers is unable to fulfill the job-share once the school year has begun, the remaining teacher shall assume the full-time position.
- 18.2.10 In each year of participation, teachers shall request a part-time leave of absence from their full-time teaching position. Participation in a job-share assignment will not affect the seniority of the participants.
- 18.2.11 Shared contracts shall be reviewed annually. The mid-year collaborative consultation between the Principal and the job-share participants may include staffing needs of the District and contractual expectations.
- 18.2.12 Confirmation of new and/or continuing job-share assignments will be made by May 1.
- 18.2.13 Returning to Full-Time Status:

Teachers wishing to return to full-time status after participation in the program shall be reassigned in accordance with Article 7 TRANSFER.
- 18.2.14 Job-share contracts will only be available to classroom teachers.

19. SAVINGS

- 19.1 If any provision of this Agreement or any application thereof to any teacher is held by a court of the state, a federal court, or by the PERB to be contrary to law, then such provision and/or application will be deemed invalid, to the extent required by such court decisions, but all other provisions or applications shall continue in full force and effect.

TABLE OF APPENDICES

A-1 _____ CERTIFICATED SALARY SCHEDULE

A-2 _____ CERTIFICATED SALARY SCHEDULE MS COUNSELOR

A-3 _____ NURSE SALARY SCHEDULE

A-4 _____ CERTIFICATED SALARY SCHEDULE SLP

A-5 _____ CERTIFICATED SALARY SCHEDULE STIPENDS