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Tentative Agreement for the 2024-2025 Successor Negotiation Between The Sylvan Union School District and The Sylvan Educators Association

March 31, 2025

The Parties have met and agreed to the following as a resolution of all issues. Except as expressly stated herein all provisions of the current collective bargaining agreement shall continue without modification.

ARTICLE 6.11 ASSOCIATION LEAVE

6.11.1 The Association president or designee(s) shall be entitled up to twenty-~~four~~ **six** (~~24~~) **(26)** days of leave annually for Association business, **including site visits.**

6.11.2 Leave taken under this section requires reasonable advance notice.

6.11.2.1 A good faith effort will be made to utilize Association leave days that are not high volume substitute days.

ARTICLE 9 HOURS OF EMPLOYMENT

9.8.1 The District will provide a minimum of 13 Professional ~~Duties~~ **Duty** days scheduled on Mondays, for the calendar year which include the days cited in 9.8.1.1 and 9.8.1.2. **The Monday preceding a Report Card, and Trimester One Progress Report due date will be scheduled as a Professional Duty Day.**

ARTICLE 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

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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. **Observations shall be scheduled at least two weeks apart in the interest of providing the member with an opportunity to adjust practice based on the initial observation and should circumstances prevent the two week minimum form being met, the evaluator will communicate with the unit member.** 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~~ **attach a written response** ~~statements of his/her views~~ to any evaluation report and such statements shall be included in the teacher's personnel file.

10.1.4 through 10.1.8 remain status quo

10.1.9. ~~Site supervisors~~ **Administrators** 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. (Moved to 10.2.4)~~

10.1.10. No later than the end of the ~~fifth~~ **eighth (5th-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. (Moved from 10.3.1)

10.2. ~~Evaluation Frequency~~ **Evaluation Procedures for Unit Members With Permanent Status**

10.2.1. Permanent teachers shall be evaluated at least every other year –

unless, by mutual agreement of the teacher and the ~~supervisor~~

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~~administrator~~ 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. *(Moved from 10.2.2)*

10.2.2. 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. *(Moved from 10.1.2)*

10.2.3 A good faith effort will be made to hold the permanent unit member's first formal observation no earlier than week Five (5). Should circumstances prevent this timeline from being met, the evaluator will communicate with the unit member.

10.2.4. 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 ~~the his/her~~ evaluator. Article ~~10.1.2~~ 10.2.2 shall not apply to teachers who elect the Certificated Alternative Evaluation Program. *(Moved from 10.1.10)*

10.3 Evaluation Procedures for Unit Members With Probationary Status

10.3.1. 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. *(Moved from 10.2.1)*

10.3.2 A good faith effort will be made to hold the probationary unit member's first formal observation no earlier than week five (5). Should circumstances prevent this timeline from being met, the evaluator will communicate with the unit member.

10.34. Procedure Applicable through December 15

~~10.34.1. No later than the end of the eighth (8th) instructional week of the school year, the evaluator shall meet with each teacher. At this~~

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~~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. (Moved to 10.1.9)~~

10.34.24. 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. (Moved from 10.3.2)

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

10.45.1. 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.

10.45.2. The evaluator will advise the Administrator in Charge of Certificated Personnel of the remediation plan as set forth in this Article. (See Article ~~40.5~~10.6.1)

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

10.56.1. 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 evaluatee, 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:

10.56.1.1. Areas of concern;

10.56.1.2. Suggestions for improvement;

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

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

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10.67. 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.

10.78. 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.

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

ARTICLE 11 TEACHER SAFETY

Effective July 1, 2024, the District established, and implemented, the Workplace Violence Protection Plan (WVPP) in compliance with SB 553. The WVPP, a component of the Injury and Illness Prevention Program, is intended to establish a framework for protecting employees from workplace violence.

ARTICLE 12 CLASS SIZE: STATUS QUO

ARTICLE 13 EARLY RETIREMENT: STATUS QUO

ARTICLE 14 WAGES

14.1 There is a 0.0% increase to the 2024-25 salary schedule

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

14.3.1. District/Site Stipends

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. 7th and 8th Grade Department Chair of: Factor of 30 (Social Science, English, Math, Science, P.E., Nurses)

14.3.1.5. Elementary Leadership_Factor of 20 30 14.3.1.6. Fine Arts and

Electives Coordinator(1) _Factor of 30 40 14.3.1.7. Sixth Grade Coordinator Department Chair_Factor of 30 (1-ELA, 1-Math per site)

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

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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~~ 60 14.3.1.13. Yearbook Advisor

(Middle School) Factor of 30 14.3.1.14. ~~Student Council~~ Elementary Student Leadership Advisor

(Elementary School) Factor of ~~40~~ 20 14.3.1.15 Lead Nurse Factor 80

14.3.1.16 TK Coordinator Factor 30

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

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.

Article 14.6 ~~Enrichment Summer School or Inter-session~~ Summer School, Extended School Year & Intersession Classes

14.6.1. The ~~selection~~ process for ~~staffing~~ filling summer school, ~~extended school year~~, and inter-session classes will include ~~be posting the positions at each school site and mailing the openings to off track teachers~~ will be communicated electronically to all certificated staff. The ~~standard District interview process~~ will be used to select the qualified teacher. The selection process will be as follows:

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Summer School Teacher selection is based on the following:

1. Credentialing
2. District seniority
3. Content specific academic training, provided by the District, based on program priorities (literacy or mathematics training)
4. If all factors and District seniority are the same, selection shall be made by lot.

Extended School Year Teacher selection is based on the following:

1. Credentialing
2. District seniority
3. If all factors and District seniority are the same, selection shall be made by lot.

14.6.2. Teachers selected to teach enrichment classes during summer school, **extended school year** or inter-sessions will be paid at the rate of 1.5 times the hourly certificated rate. The classes will be **combined and/or closed based on enrollment**. ~~cancelled if enrollment drops below the break-even point for full funding outside of the General Fund.~~ **Staffing assignments will be adjusted based on enrollment according to the criteria above (14.6.1)**

ARTICLE 15 HEALTH AND WELFARE BENEFITS: STATUS QUO

ARTICLE 20 NEW ARTICLE SPECIAL EDUCATION

20.1 General

The provisions of the collective bargaining agreement apply to all members, including those in Special Education positions, unless otherwise noted. This Article applies only to those in Special Education positions.

Special Education unit members include: Special Day Classroom Teachers, Resource Program Teachers, Inclusion Specialist, Assistive Technologies Specialist, Special Education Induction Support Provider, Adapted P.E. Teachers, School Psychologists and Speech Language Pathologists.

20.2 Definitions

The following definitions are intended to provide clarification as related to Article 20:

20.2.1 Individualized Education Program (IEP): California Education Code Section 56340 defines the individual education program (IEP) as a written statement for a student with a disability that is developed, reviewed, and revised according to federal and state laws.

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20.2.2 IEP Team Members: As indicated by California Education Code Section 56340, the IEP team is composed of the following participants: parents/guardians, general education teacher(s), special education teacher(s), special education related service provider(s), Local Educational Agency (LEA) Representative, the student, and other individuals with knowledge or expertise about the student (when appropriate) at the discretion of the parent or guardian or district.

20.2.3 Case Manager: The Case Manager is the designated special education professional responsible for overseeing and coordinating the

development, implementation, and progress monitoring of a student's Individualized Education Program (IEP).

20.2.4 Caseload: Caseload refers to the total number of students with IEPs assigned to a specific special education teacher, service provider, or case manager. Caseload guidelines are referenced in Article 12 and in key sections of the California Education Code Section 56000 to 56507, California Code of Regulations, and Title 5.

20.2.5 Special Day Classroom (SDC) Education Specialist: A credentialed education specialist who is authorized to provide instruction to students in a self-contained special education classroom setting.

20.2.6 Special Education Specialists: Special Education Specialists are credentialed professionals with expertise in specific areas of special education, such as School Psychologist, or Speech Language Pathologist.

20.2.7 Inclusion refers to the practice of educating students with disabilities in the general education classroom with their non-disabled peers to the maximum extent appropriate, in accordance with the requirements outlined in IDEA Section 612(a)(5).

20.3 Release Time

20.3.1 Special Education Teachers who teach in a Special Day Classroom (SDC) (mild, moderate, severe, or autism specific) in grades K-8 shall be provided with two (2) release days per school year; one in the fall and one in the spring, for the purpose of fulfilling their responsibilities related to Individualized Education Programs (IEPs). Should TK or Preformal go to a regular full day program, they will be added to 20.3.1.

20.3.2 Release days may not be used to conduct IEPs and shall be used for IEP related responsibilities. These responsibilities may include, but are not limited to: completing necessary IEP documentation and reports, collaborating with general education teachers, and/or related service

providers, reviewing and updating student goals, and conducting assessments related to the IEP.

20.3.3 The day selected for release time must be mutually agreeable to the teacher and the site administrator so that substitute classroom teachers can be secured and prearranged between the site and Human Resources. The teacher must remain on site for the student day on the release day.

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20.4 Confidential Space

The District shall provide space to allow for private conversations for Special Education Specialists to ensure confidentiality. Special Education Specialists will work with their site administrator to secure a confidential space.

20.5 Special Provisions

The District will provide opportunities for educators' input on professional development needs for Special Education unit members.

20.6 Case Manager and Special Education Specialists Leave Coverage

When a Case Manager or Special Education Specialist is out on leave which exceeds ten (10) consecutive days, the employee will make a good faith effort to ensure communication and clarification with site and/or District administration has been made. This communication shall include information related to the case manager's or special education specialist responsibilities needing to be met for the duration of the leave.

The District will attempt to secure a substitute specialist. If one can not be secured, beginning with seniority, the District may seek a volunteer to complete case manager or Special Education Specialist's responsibilities while the assigned Case Manager or Special Education Specialist is on leave or resigns their position in the District. These responsibilities may include but are not limited to assessments, preparation of documents, or attendance at an IEP meeting for students who are not a part of their assigned caseload.

The employee will be compensated the certificated hourly rate of pay based on additional hours outside of the work day required to complete the responsibilities. The number of additional hours must be pre-determined and pre-approved by the Special Education Director or designee. This language applies to leaves and not assignment or assignment changes as determined by the District.

20.7 Due Process:

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When a unit member is required to participate in a Special Education due process proceeding, the District shall provide the employee with release time without loss of compensation.