

Salinas City Elementary School District

840 SOUTH MAIN STREET, PHONE (831) 753-5600

Salinas, California 93901

MASTER AGREEMENT

July 1, 2017 – June 30, 2019



**CTA
NEA**

**WE
TEACH
THE CHILDREN**

Salinas Elementary Teachers' Council

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**Salinas City Elementary School
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Human Resources**

Negotiation Team for the District

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Sara Perez
Mary Pritchard
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Ron Dillender
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President
PAMELA CONNER
1ST Vice President
NORMA LARA
Secretary
DIANE CUNANAN
Treasurer**

Negotiation Team for SETC

**Pamela Conner
Merissa Dacpano
Lori Voogd
Jean Felix**

ARTICLE I AGREEMENT

1. The Articles and provisions herein constitute an agreement by and between the Salinas City Elementary School District hereinafter called "District" and the Salinas Elementary Teachers' Council/CTA/NEA, an employee organization hereinafter called "SETC."
2. The Representatives of the Board of Education shall meet and negotiate in good faith with the recognized employee organization on negotiable items within thirty (30) days of receiving the proposal, provided said proposal is not submitted earlier than the first Board meeting of February of the year the contract expires.
3. All District's rights and functions, including its power and authority to direct, manage, and control the operation of the District, shall remain vested with the District, except as specifically and expressly abridged by this agreement.
4. In the event of an emergency, the governing board shall have the right to suspend portions of this agreement directly affected by the emergency situation for the duration of the emergency and a reasonable time thereafter (to be determined in consultation with the SETC) to remedy the effects of the emergency.
5. An emergency shall be defined to mean medical (as determined in consultation with appropriate city, county and state agencies), natural, manmade, or war-caused emergencies, which result in conditions of disaster or extreme peril to life. In no event shall the District declare an emergency for purposes of evading the provisions of this agreement.
6. This agreement shall supersede any rules, regulations or practices of the District on items covered by this contract.



<p style="text-align: center;">ARTICLE II RECOGNITION</p>

1. The Board recognizes the SETC as the exclusive representative of classroom teachers, SDC teachers, speech therapists, psychologists, music teachers, teachers on special assignment, preschool teachers, teaching specialists, teaching vice-principals, SIP resource teachers, Title I teachers, Title VII teachers, resource teachers, ESL teachers, RSP teachers, migrant instructional support teachers and regular employees who teach summer school. Any position created after this date shall be included in the negotiating unit unless such position is clearly identified as management, confidential or supervisory in nature. Not included in this bargaining unit are those positions determined by law as management, confidential, or supervisory personnel, as well as those designated by action of the Salinas City School District Board as excluded from the unit.
2. For the purposes of this contract, recognition and representation of summer school teachers shall be limited to: wages, hours of employment, safety conditions of employment, assignment and grievances arising out of these enumerated items.



<p style="text-align: center;">ARTICLE III GRIEVANCE PROCEDURES</p>

1. **Purpose:**

The purpose and intent of this procedure is to secure, at the lowest possible administrative level, prompt, orderly and equitable solutions to the problems which may arise from time to time affecting the employment conditions of the certificated staff represented by the SETC.

2. **Definitions:**

A. **Grievance:** A grievance is a written claim by a grievant that a controversy, dispute or disagreement of any kind exists arising out of or in some way involving an alleged misinterpretation, misapplication, or violation of this agreement.

B. **Grievant:** An employee or group of employees or SETC, provided an employee(s) has been adversely affected.

The substance of an evaluation is not grievable. However, a violation of Article X, Evaluation Procedures, is subject to this Article. The exercise of discretion by the District to transfer an employee is also not subject to this Article.

C. **Party in Interest:** Person or persons making the claim or any person who might be required to take action or against whom action might be taken in order to resolve the claim.

D. **Respondent:** Any management employee against whom a grievance has been filed.

E. **Days:**

- 1) During school calendar year—Regular teaching days
- 2) Summer months—Days District Office is open

F. **Grievance File:** All materials pertaining to a specific grievance shall be compiled in a grievance file. The specific case file shall be forwarded to the next level of the grievance upon appeal of the grievant. The summary shall be placed in the grievance file with the Personnel Office and filed separately from the personnel records of the grievant.

3. Steps:

- A. Step 1: A discussion with the principal or immediate supervisor prior to submission of a written grievance.
- B. Step 2: A discussion on a written claim with the school principal or immediate supervisor, with a written decision.
- C. Step 3: Superintendent
- D. Step 4: Board of Education
- E. Step 5: Binding Arbitration

4. Guidelines Appropriate to All Levels of the Procedure:

- A. A grievant shall be entitled to have organizational representation.
- B. The claim shall become a grievance when filed in writing. It shall be filed no later than twenty (20) days from the act or condition which is the basis of the complaint.
- C. A copy may be delivered by the grievant to the SETC. Both parties may solicit the advice of, counsel of, and may be represented by, their employee association or legal counsel.
- D. The procedure is not intended to deny the right of any individual to seek a satisfactory solution by himself/herself.
- E. No employee shall suffer reprisal for having presented a grievance, for having represented an employee, or for having been a participant in the grievance case.
- F. Forms and other documents prepared by mutual agreement between the District and the recognized employee organization to implement the Grievance Procedure are to be made available to the administration at each building and to the SETC.
- G. The SETC may represent an employee or group of employees if requested in writing.
- H. The forms and other documents are to designate specifically the time limits and responsibility of communication, notices and papers for either the grievant or respondent at each step of the Grievance Procedure.

- I. All communications, notices and papers required to be in writing shall be either served by United States Certified Mail, return receipt requested, or personally delivered to addressee.
- J. All documents and matters of record dealing with the processing of a grievance shall be filed in a grievance file at the Personnel Office. A grievant may review his/her own personnel file to make available any pertinent document. The grievant shall give written authorization if he or she wishes copies of any document from the grievant's personnel file sent to any committee or person. The grievant's file may be a part of a personnel file if so requested by the grievant.
- K. Employees required to be absent from their duties when directly involved in the grievance proceedings shall not suffer any loss of pay from the District. Grievances shall ordinarily be processed after working hours and only if necessary shall they be done during regular workdays.
- L. The number of days at each step of the grievance may be modified by mutual written consent of the parties to the grievance, not to exceed twenty (20) days at each step. The timelines in the procedure are maximum and emphasis should be placed on an expeditious resolution of the problem.
- M. Failure to follow time limits or procedures set forth waives any further rights of the grievant or the SETC to proceed with the grievance.
- N. In the event that a grievance is filed after May 15 and a strict adherence to the time limits may result in hardship to any party, the Superintendent shall use his/her best efforts to process such grievance prior to the end of the school year.
- O. In the event the grievance procedure extends to the summer months, the number of days at each step may be extended with mutual written consent of the grievant and respondent.
- P. Pursuant to provision 3543 of the Government Code, the District shall provide a copy of the grievance and the proposed resolution to the SETC to provide an opportunity for the SETC to file a response prior to agreeing to the resolution.

5. **Procedure:**

Within twenty (20) days following the act or condition or knowledge of the act or condition through the exercise of due diligence, which is the basis of the complaint, the grievant may file a written grievance with the school principal or immediate supervisor. (The Director of Summer School shall be the immediate supervisor for summer school employees.)

- Step 1. The grievant shall first discuss the potential grievance with his/her immediate supervisor, either directly or through a representative of the employee organization with the objective of resolving the matter. The discussion shall take place in a scheduled meeting. If the immediate supervisor does not schedule such a meeting within three (3) days of the request or if the meeting does not produce a satisfactory resolution, the grievant may proceed to Step 2. Within two (2) days of the meeting, a written notification that the meeting was held shall be supplied by the immediate supervisor to the grievant, the SETC and to the appropriate administrative district personnel.
- Step 2. The grievant may file a written grievance with his/her immediate supervisor. The grievant shall first discuss the written grievance with his/her immediate supervisor, either directly or through a representative of the employee organization, with the objective of resolving the matter; the respondent may also have a representative present. In the event that the grievant elects to have his/her representative accompany him/her in approaching his/her immediate supervisor or elects to have his/her representative handle the discussion, he/she shall not be compelled to discuss the grievance prior to such discussion. If the immediate supervisor does not schedule such a discussion within three (3) days of the request for it, the grievant may file a written grievance with the Superintendent. Results of the meeting shall be put in writing by the principal or immediate supervisor within five (5) days after the meeting and given to the grievant.
- Step 3: If the discussion does not result in a satisfactory resolution, the grievant may file a written grievance with the Superintendent. Such written representation of the grievance should be filed within ten (10) days after the written results of the discussion with the immediate supervisor, or within thirteen (13) days after the request for such discussion, if no discussion is held. Within five (5) days after the receipt of the written grievance by the Superintendent, the Superintendent shall meet with the parties-in-interest. Any charges or factual evidence by either party, which are not used, for or against the grievant shall not be admissible at the arbitration step unless they are revealed and/or discussed at the Step 3 meeting. Charges or evidence used against the grievant shall be made known to the grievant. A written decision on the matter shall be rendered by the Superintendent within fifteen (15) days of this meeting.
- Step 4: If the grievant is not satisfied with the decision rendered pursuant to Step 3, he/she may appeal to the Board of Education. Said appeal shall be made within ten (10) days. Such appeal shall be set forth in writing and shall contain substantive arguments as to the merits of the grievance. After receiving the appeal, a written decision of the Board of Education shall be rendered no later than five (5) days following the first regularly scheduled Board Meeting.

- Step 5:
- a. If the grievant is not satisfied with the decision rendered pursuant to Step 4, he/she may submit a request in writing to the SETC for arbitration of the dispute.
 - b. Said request shall be made within ten (10) days.
 - c. Upon receipt of the written request, the SETC may within ten (10) days request the California State Mediation/Conciliation Services to supply a panel of five (5) names. A copy of this request shall be sent to the grievant and the Superintendent. Within five (5) days of the receipt of the panel of five (5) names, the Superintendent and the SETC shall either mutually agree upon an arbitrator or notify the California State Mediation/Conciliation Services to select an arbitrator in accordance with its rules.
 - d. The parties agree that the cost and fee of arbitration shall be borne by the District if the grievance is sustained and by the SETC if the grievance is denied. In the event the grievance is sustained in part and denied in part, the arbitrator shall determine the appropriate share of cost to be assessed each party. Each party shall bear its own cost for attorney/representative fees if any.
 - e. The rules of the California State Mediation/ Conciliation Services shall govern the arbitration with the exceptions stated within this article. The award shall be limited to the specific issue or issues contained in the grievance filed. The arbitrator shall have no authority to add to, delete, or alter any provisions of this agreement but shall limit his/her decision to the application and interpretation of its provisions.
 - f. The arbitrator shall conduct a hearing and submit his/her findings and recommendations in writing to the Board, the SETC and the grievant. The written decision of the arbitrator shall be final and binding upon all parties.



ARTICLE IV
PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

1. Authorized payroll deductions shall continue in effect from year to year unless revoked in writing between June 30 and September 1 of any year.

Any unit member who is a member of the SETC, or who has applied for membership, shall sign and deliver to the District an assignment authorizing deduction of unified membership dues and general assessments in the SETC. Pursuant to such authorization, the District shall deduct one-tenth of such dues from the regular salary check of the unit member each month for ten (10) months.

Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by September 1.

2. Any unit member who is not a member of the SETC, or who does not make application for membership within thirty (30) days from the date of commencement of assigned duties, shall become a member of the SETC or pay to the SETC a fee in an amount equal to unified membership dues and general assessments, payable to the SETC in one lump-sum payment. In the event that a unit member does not pay such a fee directly to the SETC, the SETC shall notify the District in writing. The District shall then immediately begin automatic payroll deduction as provided in Education Code Section 45061 and in the same manner as set forth in paragraph 1 of this Article. There shall be no charge to the SETC for such mandatory deductions. Payment of such fee shall be a condition of continued employment.
3.
 - A. Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the SETC as a condition of employment; except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to either a non-religious, non-labor organization or charitable fund exempt from taxation under section 501(c)(3) of Title 26 of the Internal Revenue Code.
 - B. Proof of payment and a written statement of objection along with verifiable evidence of membership in a religious body whose tradition tenets or teachings object to joining or financially supporting employee organizations, pursuant to paragraph 3A above, shall be made on an annual basis to the District as a condition of continued exemption from the provisions of paragraphs 1 and 2 of this Article. Payments shall be in the form of receipts and/or cancelled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented on or before October 31 of each school year. The SETC shall have the right of inspection in order to review said proof of payment.

4. With respect to all sums deducted by the District pursuant to paragraphs 1 and 2 above, whether for membership dues or agency fee, the District agrees promptly to remit such monies to the SETC, accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the SETC, and indicating any changes in personnel from the list previously furnished.
5. The SETC agrees to furnish any information needed by the District to fulfill the provisions of this Article.
6. SETC agrees to hold harmless, defend and indemnify the District from all liability, causes, damages, and fees, including attorney fees, incurred by the District as a result of the enactment and implementation of this Article.

SETC has the exclusive right to determine whether any such liability, cause, damages, or fees shall be compromised, defended, or appealed in its enforcement of this Article.

7. New Employee Orientation

- A. The District shall provide at least ten (10) days' advance notice to Salinas Elementary Teacher's Council (SETC) of all new employee orientations. A representative from SETC will be given the opportunity to make a presentation of one (1) hour during any new employee welcome and orientation session at the beginning of the school year, with only SETC bargaining unit members in attendance and SETC invited guests.
 - B. In no event shall any new employee be required to participate in that portion of the orientation that is controlled by SETC. If an employee declines to participate, the employee shall be requested to sign or initial a document indicating that the opportunity to participate in the SETC orientation was offered and declined by the employee. An employee's refusal to participate shall not constitute a violation by the District of any provision of this agreement, the SETC Master Agreement or statute. Participation in the SETC orientation shall not be a condition of continued employment by the District nor shall it be the basis of disciplinary action against the employee.
- 8.
- A. The District shall provide in electronic form to SETC the name, job title, department, work location, work, home, and personal cellular telephone numbers, and personal email address on file with the District within the first thirty (30) days of hire or by the first pay period of the month following hire, whichever is soonest.
 - B. The District shall provide to SETC a bargaining unit roster that includes the name, job title, department, work location, work, home and personal cellular telephone numbers, and personal email address on file with the District within the first thirty (30) days of the new school year.
 - C. The District shall not be required to provide an employee's home and personal cellular telephone number or personal email address to SETC if the employee does not provide such information to the District or has made a written request to limit the disclosure of such information or otherwise has an alternatively designated address pursuant to Government Code section 6207.

**ARTICLE V
HOURS OF EMPLOYMENT**

1. **Work Year:**
- A. Beginning with the 2018-2019 school year, there shall be 180 instructional days plus seven (7) additional work days.
- 1) One work day will be before the start of the instructional year and for staff development as determined by the District.
 - 2) Two (2) workdays will be scheduled for prior to May 15th and for staff development as determined by the District.
 - 3) One (1) workday will be a teacher workday before the start of the instructional year. The purpose of this day is to provide time for teachers to work in their classrooms in preparation of the first instructional day.
 - 4) Three (3) days will be professional development with at least 2 hours daily to be used for planning and collaboration.
 - 1. Two (2) days will be scheduled on the second Monday and Tuesday in October.
 - 2. One (1) will be scheduled prior to May 15.
- B. New bargaining unit members will be required to work three (3) additional Workdays prior to the first workday of the adopted district calendar.
2. **Instructional Minutes:**
- A. **Instructional Minutes Per Day: Regular Days**
- | | |
|--|--------------------------------|
| Kindergarten | 200 minutes |
| Grades 1 st – 3 rd | 295 minutes |
| Grades 4 th – 6 th | 315 minutes |
| Preschool | Not to exceed 180 (2 sessions) |
- B. **Instructional Minutes Per Day: Early Release Days**
- | | |
|--|--------------------------|
| Kindergarten | 200 minutes |
| Grades 1 st – 3 rd | 255 minutes |
| Grades 4 th – 6 th | 275 minutes |
| Preschool | 180 minutes (2 sessions) |
- Early Release Days include Thursdays, Conference Days, the Day of Open House and the last day of student instruction.

- C. These are minimums and may be adjusted by the District at all school sites so as to not reduce the total instructional minutes for the year.

Kindergarten	not to exceed 36,000 minutes per year
Grades 1 st – 3 rd	not to exceed 51,300 minutes per year
Grades 4 th – 6 th	not to exceed 54,900 minutes per year
Preschool	not to exceed 180 minutes per session

3. **Workday Minutes:**

- A. Workday minutes include: instructional minutes, relief periods, required meetings and other professional responsibilities. Workday minutes do not include lunch periods.

- 1). All bargaining unit members will have at least one (1) ten (10) minute relief period each morning.
- 2). All bargaining unit members will have a duty free lunch period, which will be a minimum of 30 minutes and will not exceed 60 minutes.

B. Workday minutes are:

Regular Instructional Days = 360 minutes

Staff Development/Additional Workdays = 360 minutes

Early Release Days

- Regular Conference Days = 370 minutes
- Extended Conference Days = 540 minutes
- Collaboration Days = 385 minutes
- Staff Meeting Days = 105 minutes after the dismissal of the last group of students 1-6
- Days reserved for site level or General Assembly SETC meetings = after dismissal of the last group of students in grades 1-6
- The day of Open House = after dismissal of the last group of students in grades 1-6

1) Conference Days

- a) Purpose: The purpose of Conference Days is to provide structured time for teacher and parent/guardian communication about student progress and how student needs can best be supported at home and school.
- b) All teachers of grades 1-6 will hold first and second trimester parent conferences.
- c) Eight (8) Early Release Days will be scheduled for each conference period.
- d) One (1) day during each conference period will be a 540-minute workday. The day will be decided by a majority vote of those bargaining unit members holding conferences. The chosen day will be reported to the site administrator at least two (2) weeks prior to the first day of the conference period.

- e) Bargaining unit members have the right to leave after dismissal of the last group of students in grades 1-6 on the Early Release Day following an Extended Conference Day.
- f) Bargaining unit members have the right to leave after dismissal of the last group of students in grades 1-6 on the last day of parent conferences, provided all conferences have been completed or attempted and documented.
- g) Kindergarten teachers will hold one conference during the first half of the school year and one conference during the second half of the school year at a time mutually agreed to by the teacher and site administrator.
- h) K-6 teachers will document scheduled conferences.

2) Collaboration Days

- a) Purpose: The purpose of the Collaboration Day is to provide structured time for groups within the staff to meet to conduct activities that benefit the instructional or school programs.
- b) Collaboration Days are Thursdays Early Release Days (other than Conference Days, Staff Meeting Days or SETC Days).
- c) If the principal has not scheduled formal group meetings or activities for whole staff or groups within the staff, the bargaining unit member may use this time for class planning and preparation.

3) Staff Meeting Days

- a) Purpose: The purpose of the Staff Meeting Day is to provide structured time for the whole staff to meet to conduct activities that benefit instructional or school programs.
- b) Except in case of emergency, staff meetings will not be held on days other than Early Release Days.
- c) Staff meetings will begin within 15 minutes of the dismissal of the last group of students in grades 1-6 and may be up to 90 minutes in duration.
- d) If the principal has not scheduled formal activities for the whole staff, the bargaining unit member may use this time for class planning and preparation.
- e) At the first official staff meeting, each Site Administrator will provide time for each faculty to select SETC representatives.

4) SETC Days

- a) After the completion of the workday, the third Wednesday of every month during the regular school year will be reserved for the meeting of the Representative Assembly or General Assembly of the SETC.

- b) The following Thursday will also be reserved for site level SETC meetings.
- c) These scheduled dates may be modified by mutual agreement between the Superintendent and SETC President.
- d) Bargaining unit members have the right to leave after dismissal of the last group of students in grades 1-6 on the days reserved for site level of General Assembly SETC meetings.

5) The Day of Open House

- a) Open House will be designated as a Thursday Early Release day and salaried bargaining unit members assigned to the school site 100% of the day may leave after the dismissal of the last group of students in grades 1-6. Those bargaining unit members are required to return for Open House.
- b) The day of Open House will mutually be decided by bargaining unit members and site administration. The chosen date will be decided and reported to the district no later than the second Thursday of February
- c) Open House activities will be scheduled for no more than 90 minutes.

6) Back to School Night

- a) Salaried bargaining unit members assigned to the school site 100% of the day will be required to attend Back to School Night.
- b) The day of Back to School Night will be mutually decided by bargaining unit members and site administration.
- c) Back to School Night activities will be scheduled for no more than 90 minutes.

7) Other

Bargaining Unit Members have the right to leave after dismissal of the last group of students in grades 1-6 on the following days.

- a) The workday prior to Veterans' Day (except when it falls on a Monday).
- b) Days of mandatory evening attendance.

C. Workdays for all unit members will begin twenty-five (25) minutes before the regularly scheduled class(es) at the school site(s) they serve. The first fifteen (15) minutes will be under the self-direction of the teacher. The last ten (10) minutes of the period, classrooms will be open, and teachers will be responsible for student supervision.

D. Time constraints, which may impact the starting and ending times at a school site, will be shared with SETC and school sites as soon as available.

- 1) Starting and ending times within the instructional day and workday requirements, including the length of the lunch period, will be mutually determined by the school site bargaining unit members and the site principal by May 1st, provided that all of the following standards are met:
 - a) All full-time bargaining unit members at all sites will work their contracted number of workday minutes.
 - b) All workday schedules at all sites will begin twenty-five (25) minutes prior to the instructional day.
 - c) All schedules at all sites will include the number of instructional minutes defined in #2 above and comply with Education Code requirements.
- 2) It will take two-thirds or more of the total bargaining unit members assigned to a school site on Thursdays to adopt or change the schedule. SETC representatives will conduct a secret ballot. The results of the vote will be given to the site administrator within three workdays and sent to the SETC Executive Board.

- E. All bargaining unit members assigned to more than one school/site will have their workday or instructional day be consistent with the site being served. Deviation from this schedule is permissible by mutual agreement between the department head, principal, and bargaining unit member. When there is a need to deviate from the schedule due to unusual circumstances, the bargaining unit member will notify the department head and principal in advance when possible. However, in all cases the workday/instructional day will meet at least the minimum requirements.
- F. Bargaining unit members will be provided with one additional hour of paid time for preparation prior to an instructional day absence necessitated by participation in district professional development or committees and which requires a substitute teacher.

Bargaining unit members will be required to submit a copy of their substitute lesson plan to the site administrator prior to the absence to be eligible for this pay.

Bargaining unit members who are receiving a stipend through a grant or district position are not eligible for this additional hour of paid time if their absence is due to the duties or responsibilities related to the position.

G. Resource Teachers

Resource Teachers may be asked to adjust their workday minutes in order to provide instruction to students outside of the regular instructional day, not to

exceed 180 minutes per week. Any adjustment will be mutually agreed to by the Educational Services administrator, the site administrator and the resource teacher.

H. Music Teachers

Music teachers may be asked to adjust their workday minutes in order to provide instruction to students outside of the regular instructional day. Any adjustment will be mutually agreed to by the Educational Services administrator, the site administrator and the music teacher.

I. Kindergarten Teachers

Kindergarten teachers will teach one session (either a.m. or p.m.). Kindergarten teachers will also teach ninety (90) minutes in either another Kindergarten class or in regularly assigned duties which will be mutually agreed to by the teacher and site administrator.

Kindergarten teachers and site administrators may mutually agree to adopt an "early bird-late bird" schedule, provided the adopted schedule maintains a 200-minute instructional day for each student and no more than a total of 290 minutes of daily instruction by the teacher.

Kindergarten teachers who, due to the absence of their normally assigned certificated partner, or a substitute, volunteer to teach both a.m. and p.m. sessions will be compensated half the daily sub rate plus 20%.

4. Extended Day Care Teachers:

- A. Work Year: 180 instructional days plus four (4) additional workdays. The use of the four days will be determined by the program administrator based on program requirements and needs.
- B. Work Day: 6-1/2 hours per day. Extended Day Care Teachers will be notified of any changes in their working hours during a conference with the Superintendent (or a designee) and an SETC representative present at least fifteen (15) working days before the commencement of the new annual contract.

5. Preschool Teachers:

- A. Work Year: 180 instructional days plus four (4) additional workdays. The use of the four days will be determined by the program administrator based on program requirements and needs.
- B. Workday: 8 hours per day.

<p style="text-align: center;">ARTICLE VI EARLY RETIREMENT PROGRAM</p>
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6.0 Definition

The early Retirement Program is defined as an incentive plan for bargaining unit members to retire from the Salinas City School District prior to age sixty-five (65).

6.1 Eligibility

6.1.1 Participation in the program is limited to those bargaining unit members who are between the ages of fifty-five (55) and sixty-five (65). Members in the program who reach the age of sixty-five (65) during the school year may continue through the year.

6.1.2 All currently employed bargaining unit members with fifteen (15) years credited service with the District and who are fifty-five (55) years of age or older will be eligible for the Early Retirement Program beginning with the following school year.

6.1.3 The District will receive a resignation in writing from the bargaining unit member prior to entering into a contract under the provisions of this Article.

6.2 Conditions

6.2.1 Compensation: The District will compensate early retirees on the Certificated Salary Schedule at the daily rate of Column I Step 25 for a maximum of thirty (30) days per year.

6.2.2 Early retirees on the Psychologist and Speech and Language Pathologists salary schedule, will be compensated at the daily rate of Column A for a maximum of thirty (30) days.

6.2.3 The early retiree will be considered an employee of the District and paid in accordance with payroll procedures.

6.3 Benefits

The early retiree will receive medical benefits in the same manner as a full-time bargaining unit member.

(See page 47) Duration of Benefits, paragraph B.

6.4 Services

The services performed by the early retiree in this program may be services of a consultative or specialty nature or as a substitute.

6.5 Contract

Each early retiree will sign a contract each year with the District specifying the number of days of service per year and compensation to be received.

6.6 Duration

Program participation is available during the five years immediately following retirement, and up to age sixty-five (65), as listed in 6.1.1 above.

6.7 Application

Application for participation in the Early Retirement Program will be submitted to the Assistant Superintendent of Human Resources by the bargaining unit member no later than May 1.

<p style="text-align: center;">ARTICLE VII REDUCED WORKLOAD PROGRAM</p>

1. **Qualifications**

Employees who are members of the State Teachers Retirement System may be permitted to reduce their workload from full-time and maintain full-time status for retirement purposes if they meet the following requirements:

- A. Reach the age of fifty-five (55) prior to the reduction in workload and are not older than sixty-five (65). Members in the program who reach the age of sixty-five (65) during the school year may continue through the year.
- B. Be employed in a certificated position in the District for at least ten (10) years, of which the five (5) years immediately preceding participation in this program consisted of full-time employment.

2. **Limitations**

- A. Individual participation in the program is limited to a period of five (5) years.
- B. The option of half-time employment may be exercised only at the request of the employee and can be revoked only under unusual circumstances and with the mutual consent of the employer and employee.
- C. The agreement or contract for one-half time service shall be executed by the member and the employer, in writing, by March 15 prior to the period of reduced service.
- D. At the end of the five (5) year period or age sixty-five (65), whichever occurs first, the following options shall be available to the participant:
 - 1) Resign or retire.
 - 2) Request to continue part-time. If granted, the District is released from its obligation to contribute to the retirement of the employee on a full-time basis.
 - 3) Request to return to full-time. Such request shall be in writing and filed with the Personnel Office no later than March 1.

3. **Definitions**

Half-time for the purposes of this article shall be the equivalent of one-half of the number of days of service per year required by the employee's last full-time contract of employment.

4. **Request for Leave**

An employee who is permitted to reduce to half-time shall be required to request a leave of absence for the other one-half of his/her service. (This allows for the employment of temporary employees if needed.)

5. **Salary**

The employee's half-time salary shall be one-half of the employee's salary had he/she remained a full-time employee. Employees participating in the program shall advance on the salary schedule in the same manner had they been working full-time.

6. **Benefits**

The participating employee's benefits (medical, dental and vision) shall remain the same as received by a full-time employee. In addition, the employee shall be granted full-day sick leave credits even though working half-time and shall be deducted a full-day sick leave for any half-day sick leave absence.

7. **Retirement**

Participating employees and the District shall contribute to State Teachers Retirement System as if the employees were full-time.



<p style="text-align: center;">ARTICLE VIII LEAVES</p>
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Definition: Days--Regular school calendar work days.

1. **Sick Leave:**

- A. Each certificated employee employed five (5) days a week for the regular school term (September to June) is entitled to ten (10) days sick leave each year, accumulative in accordance with provisions of section 44978, Education Code.
- B. Whenever an employee is required to be absent from his/her duties on account of sickness or injury, it is the responsibility of said employee to provide proof of such sickness or injury if requested. Employees who are absent on sick leave shall be considered as absent without pay unless:
 - 1) A doctor's verification of illness or injury is filed with the Superintendent, stating that the employee could not or should not perform his/her normal duties.
 - or
 - 2) A written statement (Cause of Absence form) is filed by the employee to the effect that he/she was ill or injured.
 - or
 - 3) A written statement is filed by the employee to the effect that he/she is a member of a religious sect, denomination or organization, and that he/she was ill or injured and that he/she was treated by the practice of his/her religion.
- C. Employees are entitled to sick leave upon request for required absences due to inability to work caused by pregnancy, miscarriage, childbirth and recovery therefrom, in accordance with section 44965, Education Code. The length of such absence, including its beginning and ending dates, shall be determined by the employee and her physician.
- D. Disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom, are temporary disabilities and shall be treated on the same terms and conditions applied to other temporary disabilities.

- E. Unless the determination is based upon a bona fide occupational qualification, no employee shall be denied employment or entrance into a training program leading to employment, or barred or discharged from employment or from training programs leading to employment, or discriminated against because of her pregnancy. Nor shall any employee be terminated who is temporarily disabled by reason of pregnancy.
- F. All employees shall have the right to utilize sick leave provided for by section 44978, Education Code, for absences necessitated by pregnancy, miscarriage, childbirth and recovery therefrom.
- G. Employees utilizing sick leave for absences necessitated by pregnancy, miscarriage, childbirth and recovery therefrom, and for disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom, shall obtain appropriate certification from their physician as to the required absence necessitated by such causes and for disabilities, if any, caused or contributed to by such causes. Such certification shall be obtained for the District by the employee, using the form CSD #182.

2. **Parenthood Leave:**

When an employee becomes a parent of a child by birth or adoption and he/she takes time off during birth or adoption, one (1) day shall be allowed with no deduction in pay.

3. **Bereavement Leave:**

- A. Bereavement leave, without loss in pay, shall be granted for five (5) days for the critical illness or death in the immediate family of the employee or the spouse. The immediate family means spouse, mother, father, step-mother, step-father, grandmother, grandfather, grandchild, daughter, daughter-in-law, son, son-in-law, brother, brother-in-law, sister, sister-in-law, aunt, uncle, niece, nephew or any other relative living in the immediate household of the employee.
- B. Bereavement leave to attend the funeral of a close friend or relative, not a member of the immediate family, will be granted for the time necessary to attend the funeral up to one-half (1/2) day if the funeral is in Salinas and up to one (1) day if the funeral is out of the immediate environs.
- C. If Bereavement Leave is granted for the critical illness of a member of the immediate family, subsequent Bereavement Leave for the death of the same member of the family shall not be granted in the same fiscal year without loss of pay if the employee uses the maximum days allowed during the time of critical illness.

4. **Personal Necessity Leave:**

- A. Each employee may elect, in cases of personal necessity, to use available personal illness or injury "sick leave" as provided in Education Code section 44978 for personal necessity including:
- 1) Death of a member of his/her immediate family, as defined in Bereavement Leave-A.
 - 2) Accident, involving the employee's person or property, or the person or property of a member of his/her immediate family. As used in this section, personal necessity shall mean that the employee's presence is urgently required elsewhere and not for the convenience of the employee or his/her relatives wherein the matter could be taken care of on weekends or in after-school hours.
 - 3) Appearance in court as a litigant or as a voluntary witness not under court order or subpoena except as stated in paragraph 6 (Jury or Court Leave).
 - 4) Critical illness of a member of his/her immediate family as defined in Bereavement Leave-A.
 - 5) Illness of a member of the immediate family who is sick and where in an emergency other arrangements cannot be made.
 - 6) Observance of religious holidays formally celebrated by recognized religious groups.
 - 7) Personal Importance: It is recognized that there are occasions when an employee may have a problem of personal compelling importance. In this event, no more than seven (7) days per year may be taken for matters of compelling personal importance, pursuant to California Education Code section 44981, said leave to be governed by the following rules:
 - a) Whenever possible, twenty-four (24) hours advance notice shall be given by the employee.
 - b) Said leave shall not be available for purposes of personal convenience for activities which can normally be accomplished outside the school day or on non-working days, or for the extension of a holiday or vacation period, pursuit of an avocation, for recreational purposes or to engage in or declare a strike, work stoppage or slowdown.
- B. The manner of proof for an employee electing to use "sick leave" rights for personal necessity (under sections A-1, A-2, A-3, A-4, A-5, A-6) shall consist of the employee's signature on the completed "Salinas City Elementary School District--Cause of Absence Form CSD #107," with a statement of facts and reasons for the personal necessity, and the words "Request for

Personal Necessity Leave." The words "Personal Importance" shall be sufficient explanation for A-7 above.

- C. No more than nine (9) days of "sick leave" may be used for personal necessity in any school year.

5. **Sabbatical Leave:**

- A. The Board of Education may permit employees to take sabbatical leave for the purpose of self-improvement and benefit to the District through study at an accredited college or university.
 - 1) Sabbatical leave not to exceed one (1) year for study may be granted after seven (7) years of consecutive service.
 - 2) A request for sabbatical leave shall be made in writing to the Board of Education prior to April 15 of the year in which the leave is desired. Application for leave shall state the purposes for which the leave is requested.
 - 3) Sabbatical leave shall not be granted to an employee who has reached the age of sixty (60) by March 1 of the year in which he/she intends to take leave.
 - 4) In the event the employee requests payment of his/her salary during the sabbatical leave, he/she shall furnish a bond as provided in section 44969 of the Education Code.
 - 5) Fifty percent (50%) of salary may be paid only to those applicants who plan to spend a full semester in study which shall directly benefit the children of the District. Salary shall be based upon the amount the applicant would receive during the sabbatical year in the District.
 - 6) An official transcript and/or a statement of accomplishments in relation to the objectives stated on the application shall be filed with the Superintendent of Schools by October 1 of the year in which the applicant returns.
 - 7) The sabbatical year shall not constitute a year's teaching experience on the salary schedule.
 - 8) The applicant shall be notified in writing of his/her acceptance or denial.
 - 9) Each case shall be considered on its individual merit.

6. **Jury or Court Leave:**

Whenever an employee is granted a leave of absence with pay to serve on a jury, or to appear in court as a witness under subpoena or as a litigant in a civil action arising out of course or scope of the employee's employment, he/she shall be granted jury or court leave. The District will deduct the jury or

witness fee that is paid by the courts, and the employee will keep the mileage allowance paid by the courts. Such days of absence shall not be deducted from sick leave.

7. **SETC Leave:**

SETC representatives as designated by the Executive Board of the SETC shall have an aggregate total of twenty (20) full days (or forty {40} half-days) leave to utilize for local SETC affairs. Additional days may be granted by the superintendent as the need arises. These days are to be paid for by the SETC. These representatives shall be excused from school duties upon twenty-four (24) hours advance notification to the Superintendent by the SETC President.

8. **Conference and Visitation Leave:**

Each employee may be provided at least two (2) days of leave for instructional and/or professional development. This leave may be authorized or directed by the principal or immediate supervisor. Up to one-half (1/2) of the members of a faculty unit may be authorized or directed each year. Requests for such leave shall be submitted to the principal or immediate supervisor no less than two (2) weeks prior to the conference or visitation and shall include a statement of reasons related to the betterment of performance in the classroom and/or within the employee's job description. The principal or immediate supervisor may direct additional days for conference attendance or classroom visitations.

9. **Leave Without Pay:**

A. **Convenience Leave.** Employees may elect, in cases where an absence is not authorized by any other section of this agreement, to use unpaid leave to be governed by the following rules:

- 1) At least seventy-two (72) hours advance notice shall be given by the employee to the immediate supervisor.
- 2) Up to three (3) days per school year may be taken.
- 3) Said leave shall be unpaid.

B. **Other Unpaid Leaves.** Leaves of absence for other reasons may be granted at the discretion of the governing board.

- 1) Unpaid leaves, including maternity/paternity, shall be requested in writing no later than thirty (30) days prior to the commencement of said leave and shall not be considered thereafter, unless for extraordinary and unusual reasons. Commencement of a leave may be delayed until a suitable replacement is found.

- 2) Unpaid leaves shall be subject to prior approval by the District with the following conditions:
 - a) Agreement by the employee to notify the District in writing of his/her intention to return or not return to employment in the District by the following dates:
 - (1) Unpaid leave for entire workyear: By March 1st.
 - (2) Unpaid leave for less than the workyear: Thirty (30) days prior to expiration of unpaid leave.
 - b) Agreement by the employee that failure to meet such notification requirement shall be deemed a voluntary resignation.
 - c) The District shall make a reasonable effort to return an employee to the school he/she was assigned prior to the leave when said leave occurs during a school year and the employee returns during the same school year. In all other situations, the provisions of the Transfer section of this Master Agreement are applicable.
 - d) Said leaves shall be unpaid.

C. The District's contribution for all fringe benefits shall be discontinued for the period of the leave. If the leave is for a school year, said benefits shall be discontinued for twelve (12) months (September through August).

10. **Job Sharing Leave:**

- A.
 1. The employees shall submit a proposal which states what position will be shared and how the duties and responsibilities will be shared equitably.
 2. The proposal shall be submitted to the site administrator and to the Assistant Superintendent of Human Resources by March 15.
- B.
 1. A single employee may submit a proposal by April 15. An effort will be made to recruit a job share partner.
 2. The employee returning from a job share shall complete the preference form at that site and shall be assigned at that site if a vacancy exists for which the employee is properly credentialed. If no appropriate vacancy is available at that site, the employee shall apply for positions posted districtwide.

- C. All other rights and privileges pertaining to unit members not expressly modified within this Article shall be retained under the terms of this Master Agreement and shall be made available to unit members participating in job sharing plans.
- D. The Superintendent or his/her designee shall meet with the applicants and explain to them the possible effects of this leave as it relates to their specific transfer, reassignment, salary and benefit rights. The job sharing contract will be completed at that time. It shall be sent to the Board of Education for approval.

11. **Attendance Incentive Plan:**

The purpose of this section is to define an attendance incentive plan aimed at reducing absenteeism and recognizing and rewarding loyal service.

A. Eligibility

- 1) All full-time employees are eligible for additional sick leave credit or monetary remuneration.
- 2) All part-time employees who have accumulated twenty-one (21) days of sick leave at the end of the previous school year, are eligible for additional sick leave credit or monetary remuneration.
- 3) Preschool/Extended Day Care teachers who are members of the Public Employees Retirement System (PERS) shall be eligible under (1) and (2) above.

B. Incentive

Each year, employees who have used less than one-half (1/2) of the current year's personal necessity leave and sick leave combined during the course of that school year, shall have the option of either receiving a stipend equal to the per diem rate of Step 1, Column 1, of the salary schedule (Article XV, Section I) or being credited with up to five (5) additional days of sick leave according to the following schedule:

<u>DAYS USED</u>	<u>ADDITIONAL DAYS CREDITED</u>
0	5
1	4
2	3
3	2
4	1

C. Notification

- 1) Each employee eligible for receiving the incentive reward shall be notified within three (3) workdays following the first workday of the following school year.
- 2) Within eight (8) workdays following notification of eligibility, the employee shall notify the Personnel Office of the incentive of his/her choice on forms provided by the District.

D. Credit and Payment

- 1) Starting with the 1985-86 school year, at the end of each year, the District shall develop a true and complete list of all employees who have used less than one-half (1/2) of the current year's personal necessity leave and sick leave combined during that school year. The District shall provide the SETC with two (2) copies and additional copies sufficient to post at each building site on the SETC's bulletin board. The SETC shall post the list at each building site prior to the first day of attendance by students in the following school year.
- 2) The rewarding of the additional sick leave days and/or incentive reward payments will be made to all eligible employees by the last day of October of the following school year.
- 3) When an employee leaves the District, the sick leave days credited under Attendance Incentive Plan shall be treated as any other sick leave days.

12. **Extended Illness Leave:**

- A. When a member of the bargaining unit is absent from his/her duties on account of illness or accident for a period of five (5) school months, whether or not the absence arises out of or in the course of employment, the amount deducted from the salary due him/her for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee employed to fill his/her position during his/her absence or, if no substitute employee was employed, the amount which would have been paid to the substitute had he/she been employed.
- B. Current sick leave is used for the first ten (10) working days of absence in a given school year. These ten (10) days are not part of the five (5) school months. After the 10 days, accumulated sick leave, if any is used the five (5) school months shall run consecutively, and continue for 100 workdays, excluding holidays.
- C. An employee SHALL not be provided more than one five-month period per illness or accident. However, if a school year terminates before the five-

month period is exhausted, the employee MAY take the balance of the five-month period in a subsequent school year.

- D. When a certificated employee has exhausted all available sick leave, including accumulated leave and continues to be absent due to illness beyond the five-month period provided under §44977, the employee SHALL, if not placed in another position, be placed on a reemployment list for a period of 24 months and 39 months for probationary and permanent employees, respectively. The employee, when fit, SHALL be returned to employment in a position for which he/she is credentialed and qualified. The 24 month and 39 month periods SHALL commence at the expiration of the five-month period provided under §44977.

13. **Inservice Leave:**

Each employee who voluntarily attends twelve (12) hours of district approved inservice beyond the workday shall earn one day of Inservice Leave or sick leave time at no expense to the employee or SETC.

- A. Courses, workshops or institutes must be district approved. There shall be a written criteria for approval of inservice jointly developed by SETC and the District.
- B. Approval for earning hours for Inservice Leave or sick leave must be requested on CSD 140 at least five (5) days prior to the start of the course, workshop, or institute.
- C. When the cost of courses, workshops or institutes are paid for by the District, employees are not entitled to Inservice Leave time.
- D. Inservice Leave hours must be accrued in blocks of at least one (1) hour.
- E. Not more than three (3) days may be earned in one fiscal year--July 1 to June 30.
- F. Unit members will not be paid for Inservice Leave time not used.
- G. Inservice Leave shall be used at a time mutually agreed upon by the unit member and the principal/department head.
- H. Up to thirty-six (36) Inservice Leave hours may be carried over to the next fiscal year.
- I. Hours of actual attendance must be verified by the instructor and submitted by the employee to the Personnel Office on CSD 19, Verification of Attendance. Employees must indicate on CSD 19 if they want the hours earned to be credited to sick leave or to Inservice Leave.

14. **Catastrophic Leave:**

- A. Any bargaining unit member with more than twenty (20) days of accumulated and unused sick leave may donate a maximum of twenty (20) days per school year to qualified bargaining unit members. These days may be donated in increments of up to five (5) days. The donor must keep twenty (20) days of earned sick leave for his/her own use. The donor will submit district form CSD 52 to the Payroll Department.
- B. To qualify to receive donated sick leave:
 - 1. The bargaining unit member must have suffered from or be in treatment for a catastrophic illness and/or injury, an illness or injury which would need extensive or intermittent treatment, requiring the bargaining unit member's absence from work. A catastrophic illness or injury is one that is expected to incapacitate the employee for twenty (20) or more work days. These days need not be consecutive.
 - 2. The bargaining unit member must have used all sick leave (but not differential leave).
 - 3. The bargaining unit member must not qualify for Worker's Compensation benefits for this absence.
 - 4. The bargaining unit member or his/her agent must submit a written request on form CSD 52A and a doctor's verification of the condition causing the absence from work to the Assistant Superintendent of Human Resources Services.
- C. If all eligibility qualifications have been met, the Assistant Superintendent of Human Resources or his/her designee shall grant the request. A written verification shall be sent to the employee and the SETC Executive Board.
- D. A qualified bargaining unit member may receive donated sick leave days in blocks of up to twenty (20).
- E. After the initial approval, the Assistant Superintendent of Human Resources Services may require medical review by a doctor following the use of every twenty (20) donated days.
- F. Donated sick leave shall be converted for utilization on a day-for-day basis, meaning the recipient shall be paid at his/her regular rate of pay.
- G. The recipient shall utilize donated sick leave in the order donations are received, exhausting all days donated by one bargaining unit member before beginning to utilize days donated by another bargaining unit member.
- H. Donated sick leave not utilized by the recipient shall be returned to the donor.

- I. The individual bargaining unit member or his/her agent is responsible for publicizing the request for donated sick leave.

15. **Family Care and Medical Leave:**

An eligible employee shall be entitled to up to 12 work-weeks of unpaid leave within a 12 month period for family and medical reasons under the federal Family And Medical Leave Act of 1993 and the California Family Rights Act ("family medical leave"). The following provisions shall be interpreted in accord with those statutes and their regulations.

- A. An employee shall have been employed for a minimum of twelve months and at least 25 hours a week during this period to be eligible for family care and medical leave.
- B. Leave may be granted for the birth, adoption or foster care of a child or for the serious health condition of an employee or the employee's child, spouse or parent. The Family Care and Medical Leave defines a child as a biological, adopted or foster child, a step-child, a legal ward, or a child of a person standing *in loco parentis* who is either under eighteen years old or is an adult dependent child. Parent means the biological, foster or adoptive parent, a step-parent, or parent of an individual who stood *in loco parentis* to an employee when the employee was a child.
- C. "A serious health condition" is one that involves either inpatient care in a hospital, hospice, or residential health care facility or continuing treatment or continuing supervision of a health care provider.
- D. An employee who meets all the requirements of eligibility shall be entitled to twelve work weeks of unpaid leave in any twelve month period and twelve work weeks of paid (at the same level paid for employees not on leave) health and welfare benefits. A twelve month period commences on the first day of Family Care and Medical Leave.

Family Care and Medical Leave may be taken intermittently or on a reduced leave schedule if the District agrees: a leave to care for a sick family member or for the employee's own condition may be taken intermittently or on a reduced leave schedule when medically necessary. A reduced leave schedule reduces an employee's usual number of hours per day or week. An intermittent leave may include leave of periods from an hour to several weeks.

- E. An employee may elect or the District may require an employee to substitute for family care and medical leave, any accrued vacation, compensatory time or any other paid or unpaid negotiated time.
- F. An employee may elect or the District may require an employee to substitute for family care and medical leave, accrued sick leave for the serious health condition of the employee.

- G. Any family care and medical leave taken for a disability caused by pregnancy, childbirth or related medical condition shall be in addition to pregnancy disability leave provided for in Government Code section 12945. An employee is entitled to take a pregnancy disability leave of up to four months.
- H. If the employee fails to return from the leave for any reason other than the recurrence or continuance of a serious health condition, the employee will be liable to the District for premiums paid for maintaining the employee's health coverage during the Family Care and Medical Leave.
- I. Alleged violations of this provision shall be subject to the grievance procedure in this agreement.

16. **Industrial Accident and Illness Leave:**

Bargaining unit members shall be entitled to industrial accident or illness leaves of absence under the following provisions:

- A. Allowable leave shall be for not less than 60 days during which the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District in any one fiscal year of the same accident.
- B. Allowable leave shall not be accumulated from year to year.
- C. Industrial accident or illness leave shall commence on the first day of absence.
- D. When a bargaining unit member is absent from his/her duties on account of an industrial accident or illness, he/she shall be paid such portion of the salary due him/her for any month in which the absence occurs as, when added to his/her temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, will result in a payment to him/her of not more than his/her full salary.
- E. The phrase "full salary" as utilized in this subdivision shall be computed so that it shall not be less than the employee's "average weekly earnings" as that phrase is utilized in Section 4453 of the Labor Code. For the purposes of this section, however, the maximum and minimum average weekly earnings set forth in Section 4453 of the Labor Code shall otherwise not be deemed applicable.
- F. Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.

- G. When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him/her for the same illness or injury.
- H. Upon termination of the industrial accident or illness leave, the employee shall be entitled to the benefits provided in Sections 44977, 44978 and 44983, and for the purposes of each of these sections, his/her absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the employee continues to receive temporary disability indemnity, he/she may elect to take as much of his/her accumulated sick leave which, when added to his/her temporary disability indemnity, will result in a payment of not more than his/her full salary.
- I. The governing board may, by rule or regulation, provide for such additional leave of absence for industrial accident or illness as it deems appropriate.
- J. During any paid leave of absence, the employee may endorse to the District the temporary disability indemnity checks received on account of his/her industrial accident or illness. The District, in turn, shall issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement, other authorized contributions, and the temporary disability indemnity, if any, actually paid to and retained by the employee for periods covered by such salary warrants.
- K. Any employee receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the governing board authorizes travel outside the state.

ARTICLE IX CLASS SIZE

1. It is the goal of the Salinas City Elementary School District that no more than 28 students be enrolled in any district classroom in grades 1st through 6th. Beginning in the 2018-19 school year, Transitional Kindergarten and Kindergarten classes should not exceed 24. It is also the goal of the district to follow the state mandates for TK-3rd grade district classrooms for Class Size Adjustment under LCFF.

A. Initial Enrollment

At the end of the initial fifteen (15) instructional days of the school year no classroom enrollment should exceed the class sizes stated in paragraph 1 above.

B. Enrollment After the Initial 15 Day Period

New students enrolled subsequent to the initial placement described in Paragraph A. above will be given a temporary placement of ten (10) school days by the Site Administrator.

C. Enrollment at the End of the School Year

If no alternative placement can be found, classroom enrollment may exceed the class size goals set forth in Paragraph 1 above during the last ten (10) instructional days of the school year.

D. Class Size Stipend/Release Time

- 1) For each period of ten (10) consecutive school days in which a teacher's classroom roster enrollment exceeds the class size goals set forth in Paragraph 1 above, one Class Size Stipend (See Article XV, Salary), less mandatory deductions, will be earned by the classroom teacher for each enrollee over the class size goals set above. Payments will be received in the miscellaneous check no later than two (2) months following the excessive enrollment.

or

For each period of the ten (10) consecutive days in which a classroom enrollment exceeds class size goals set forth in Paragraph 1 above, one-half (1/2) day release time will be earned by the classroom teacher for each student over the class size goals stated above. No bargaining unit member will be required to cover for any teacher taking release time. Release time will be spent at the site for preparation, planning, assessment, or observations. With the permission of the site administrator, teachers may also

- 2) Bargaining unit members must inform the Human Resources Office by the last workday of the month if they elect Release Time for that month.
 - 3) The first fifteen (15) and last ten (10) instructional days are excluded from calculating the Class Size Stipend or Release Time earned.
2. Each year, no later than the second Thursday in May, the Site Administrator and the grade level teachers will work cooperatively to determine the initial placement of students for the succeeding year. Initial student placement will be made to maintain a balanced class size within grade levels and/or programs at the site.
3. Initial placements of students who enter after the first day of instruction, will be made to maintain a balanced class size within grade levels and/or programs at the site. Exceptions may be made by site administration when there are extenuating circumstances.
4. If there is a conference with a group of parents regarding class size, an SETC representative will be present to assist administrators in discussing the rationale for the class size decisions.
5. At the end of each school reporting period, enrollment will be sent to the SETC office.
6. The placement of special education students enrolled in SDC classes in general education classrooms for any portion of the instructional day will be based on the student's IEP and after consultation with SDC and the general education classroom teachers. These decisions will consider the benefits to all involved.
7. Extended Day Care Teachers

The District will make an effort to maintain a student-adult ratio of 24 to 1 per hour at each site. If the average student-adult ratio exceeds 24 to 1 within any two (2) consecutive 1/2 hour periods for ten (10) consecutive work days, a conference may be initiated by the teacher. This conference is to be held with the Site Administrator within two (2) workdays of the teacher's request to discuss solutions. Other teachers affected by the decision may be present if they so desire. If requested by the teacher, an SETC representative may be present. In each instance, the results of the conference and a list of possible solutions are to be signed by those present and sent to the Human Resource Office and the SETC Office within seventy-two (72) hours of the conference.

8. Resource Specialists Program Teachers

It is the goal of the Salinas City Elementary School District that no Resource Specialist will have a caseload of more than 28 students. Resource Specialists will be entitled to the Class Size Stipend/Release Time provided in Section (1D.) above for every student on their caseload that exceeds 28.

9. Special Day Class Teachers

It is the goal of the Salinas City Elementary School District to follow the outlined class size enrollment for the Special Day Classes. Special Day Class teachers will be entitled to the Class Size Stipend/Release Time provided in Section (1D.) above for each enrolled student over the goals stated herein:

Mild/Moderate Special Day Classes: no more than 15 students

Moderate/Severe Special Day Classes: no more than 12 students

Autism Special Day Classes: no more than 12 students

Therapeutic Support Program: no more than 8 students

10. Speech and Language Specialist

1. It is the goal of Salinas City Elementary School District that no Speech and Language Specialist will have a caseload of more than 60 students. Speech and Language Specialist will be entitled to the Class Size Stipend/Release Time provided in Section (1D.) above every student on their caseload that exceeds 60. Preschool, TK and Kindergarten students count as 1.5 each.

11. Adaptive Physical Education Teachers

In the Salinas City Elementary School District, the caseload(s) goals for the Adaptive Education Teacher(s) will follow the guidelines in the Adaptive Physical Education Guidelines in California Schools written by the California Department of Education, Special Education Division.



<p style="text-align: center;">ARTICLE X CERTIFICATED EMPLOYEE EVALUATION & OBSERVATION PROCEDURES</p>

The purpose of an effective teacher development and evaluation system is to inform, instruct, and improve teaching and learning; to provide educators with meaningful feedback on areas of strength and where improvement is needed.

DEFINITION OF TERMS

1. Areas of Evaluation

A. The California Standards for the Teaching Profession (CSTP)

Engaging and Supporting All Students in Learning

Creating and Maintaining Effective Environments for Student Learning

Understanding and Organizing Subject Matter for Student Learning

Planning Instruction and Designing Learning Experiences for All Students

Assessing Students for Learning

Developing as a Professional Educator

B. Student Progress

2. Bargaining Unit Member Assistance

Assistance to improve the quality of classroom instruction and promote higher student achievement

3. Certificated Personnel

Employees of the school district who hold credentials or certificates

4. Checkpoint

A time for the evaluatee and evaluator to review and revise Student Progress Objectives; to be done no later than January 31

5. Completion Date

The end of the evaluation period for a particular objective

6. Completion Date Conference

A meeting between an evaluatee and his/her evaluator(s) to analyze data, decide whether or not objectives have been achieved, make recommendations for improvement, and complete evaluation forms

7. Evaluatee

A bargaining unit member who is being evaluated under Formal Evaluation Procedures or who is assigned short-term objectives

8. Evaluator

A certificated administrator(s) designated to evaluate the performance of a bargaining unit member

9. Forms of Assessment

Methods and strategies designed to measure performance in relation to a specific objective

10. Immediate Supervisor

A certificated administrator who is directly responsible for supervising bargaining unit members

11. Objective

A statement identifying a goal

12. Other Duties

Those actions in addition to major responsibilities normally assigned and/or described in the job description

OBSERVATION

1. Informal Observation

- A. Drop-In Observation: an observation of up to ten minutes of a bargaining unit member. No follow-up response by the administrator is necessary.
- B. Extended Informal Observation: A ten to thirty minute observation of a bargaining unit member. Written feedback will be provided to the bargaining unit member as soon as possible, but no later than 72 hours following the observation.

2. Formal Observation:

A thirty to sixty minute scheduled observation by the chosen evaluator that is a component of the Formal Evaluation Procedures. A post-observation conference will be scheduled within 48 hours of the observation. Form 134A will be utilized at the post observation conference. The completed copy of form 134A will be provided to the bargaining unit member within ten (10) workdays. Bargaining unit members have ten(10) workdays from receipt of this document to make any signed written comments. A copy of Form 134A along with any bargaining unit member's comments will be placed in the bargaining unit member's personnel file.

FORMAL EVALUATION PROCEDURES

1. Evaluator-Evaluated Conditions

- A. The immediate supervisor will be held responsible to initiate evaluations. Bargaining unit members will be notified by September 1 that they are in an evaluation year.
- B. The evaluatee will select an evaluator(s) from the list/table below. The choice of evaluator(s) must be approved by the evaluatee's immediate supervisor by September 15. The evaluator will not be changed during the year except in case of emergency.
 - 1) Site Principal
 - 2) Site Vice-Principal/Program Manager
 - 3) Committee of Principals
2-3 principals at assigned schools
 - 4) District Office Administrator
Any certificated administrator from the District Office
 - 5) Site Principal and Certificated District Office Administrator

Evaluator Options	1. Principal	2. VicePrincipal/ Program Manager	3. Committee of Principals	4. District Office Administrator	5. Principal and District Office Administrator
Temporary/Probationary Teacher	*	*			
Classroom Teacher	*	*		*	*
Resource Teacher 1 assignment	*	*		*	*
Resource Teacher 2+ assignments	*	*	*	*	*
Migrant Program Specialist			*	*	*
Music Teacher			*	*	*
Speech & Language Pathologist 1 assignment	*	*		*	*
Speech & Language Pathologist 2+ assignments	*	*	*	*	*
SDC Teacher	*	*		*	*
RSP Teacher 1 assignment	*	*		*	*
RSP Teacher 2 assignments	*	*	*	*	*
Psychologist			*	*	*

- C. The evaluator will be responsible for carrying out all arrangements for evaluation to occur.
- D. In cases where option 3 or 5 is selected, one evaluator will assume the role of chairperson. The chairperson will be solely responsible for conducting all formal observations and determining whether the final evaluation is deemed overall satisfactory or unsatisfactory. This determination will be made after consultation with the other evaluators.
- E. Bargaining unit members who do not select and confirm an evaluator(s) by September 15 forfeit their right of choice in the selection of an evaluator. They will have their evaluator chosen for them by their immediate supervisor.
- F. Nothing in this evaluation process will preclude observations by supervisors. The immediate supervisor in every case bears responsibility for supervising, observing, and assisting personnel assigned to him/her.

- G. A supervisor/administrator may deny a request to act as an evaluator if he/she is already evaluating as many people as he/she deems feasible.

2. Frequency of Evaluation

- A. According to the Stull Act, (E.C. 44664) "Evaluation and assessment of the performance of each certificated employee shall be made on a continuing basis, as follows:
- 1) at least once each school year for probationary and temporary personnel,
 - 2) the first year of permanent status
 - 3) at least every other year for personnel with permanent status, and
 - 4) at least every five years for personnel with permanent status who have been employed at least ten years with the school district, are highly qualified, as defined in 20 U.S.C. Sec 7801, and whose previous evaluation rated the employee as meeting standards, if the evaluator and the certificated employee being evaluated agree. The certificated evaluator or certificated employee may withdraw consent at any time."

1) Temporary Bargaining Unit Members:

- a) Temporary bargaining unit members will have a minimum of two (2) formal observations and one (1) evaluation annually. The first observation will occur no later than forty (40) workdays after the 1st day of student attendance of each school year.
- b) An evaluation will be completed no later than February 1.

2) Probationary Bargaining Unit Members:

Probationary bargaining unit members will have a minimum of one (1) formal observation as part of their formal evaluation.

3) Permanent Bargaining Unit Members:

Permanent bargaining unit members will have a minimum of one (1) formal observation as part of their formal evaluation.

4) Preschool/Extended Day Care Bargaining Unit Members:

Preschool and Extended Day Care bargaining unit members who have been employed by the District as Preschool or Extended Day Care bargaining unit members for at least three years will be evaluated at least every other year. Preschool and Extended Day Care bargaining unit members who have been employed less than three years will be evaluated annually.

- B. In the event of a change in assignment after September 15, the bargaining unit member will consult with the new immediate supervisor and they will select new evaluator(s), objectives, assessment techniques and checkpoints as necessary or nullify the current evaluation and be evaluated the following year.
- C. Certificated personnel hired after forty-five (45) instructional days will meet with their immediate supervisor within fifteen (15) instructional days to set objectives, assessment techniques, checkpoint and completion dates, as appropriate to the bargaining unit member's job description, and the time remaining in each school year.
- D. In an evaluation year, permanent bargaining unit members assigned to a combination class will, upon request, be exempt from Formal Evaluation Procedures.
- E. In an evaluation year, permanent bargaining unit members who have declared by October 15 that they will be retiring during that current school year, will, upon request, be exempt from Formal Evaluation Procedures.

3. Evaluation Year

A. Selection of Evaluator

Bargaining unit members will have the selection of their evaluator approved by the immediate supervisor by September 15 of the evaluation year. The evaluator will not be changed during the year except in case of emergency.

B. Goals and Objectives

Goal areas, objectives and assessment techniques will be mutually developed by the bargaining unit member and evaluator and approved by the immediate supervisor. In the event of any disagreement, the bargaining unit member may appeal to the Superintendent or his/her designee no later than October 15. The bargaining unit member will write up to three (3) objectives for student progress as related to his/her job description.

C. Timeline - by no later than:

- 1) September 1: Notification of evaluation year
- 2) September 15: Selection of evaluator
- 3) October 15: Set goals and objectives
- 4) January 31: Checkpoint for Student Progress Objectives
- 5) February 1: Evaluation of temporary bargaining unit members
- 6) May 1: Completion date conference

D. Evaluation Results

At the completion date conference, one of the following actions will take place:

- 1) Bargaining unit member achieves a satisfactory overall evaluation.
- 2) Bargaining unit member receives an unsatisfactory overall evaluation and is referred to PAR. The District will annually evaluate the bargaining unit member until a satisfactory overall evaluation is achieved.

E. Reporting Evaluation Results

Copies of the final evaluation report will be distributed as follows:

- 1) One (1) copy given to the bargaining unit member
- 2) One (1) copy retained by the evaluator only until the completion of the evaluation year
- 3) One (1) copy retained by immediate supervisor only until the completion of the evaluation year
- 4) One (1) copy sent to the Personnel Office

SHORT-TERM OBJECTIVES

1. At any time during the school year, the immediate supervisor may require that short-term objectives be accomplished, if the supervisor feels there is need for improvement. A maximum of five (5) short-term objectives may be given in one school year. A maximum of three (3) short-term objectives may be given to bargaining unit members in a formal evaluation year. CSD 138 will include:
 - A. A statement of the objective
 - B. Forms of assessment
 - C. Recommendations and assistance that will be given to the bargaining unit member within the constraints of the evaluator's authority and budgetary resources. The primary purpose of bargaining unit member assistance is to improve the quality of classroom instruction and promote higher student achievement.
 - D. Anticipated completion date

2) At the completion conference, one of the following will be determined:

A. Objective(s) achieved.

CSD 138 will be placed in the personnel file within ten (10) workdays of the completion conference.

B. Objective(s) not yet achieved.

1. Continue with assistance and monitoring.
Modify anticipated completion date.
2. Bargaining unit member may be referred to PAR.
3. The immediate supervisor may require the bargaining unit member to be evaluated the following year.
4. CSD 138 will be placed in the personnel file within ten (10) workdays of the completion conference.

In either case, bargaining unit members have ten (10) workdays from the completion conference to make any signed written comments they want attached to CSD 138 and included in their personnel file.

PERSONNEL FILES

- 1) Any duplicate personnel documentation, including hard copies and/or electronic copies, will be destroyed at the completion of the school year.
- 2) Bargaining unit members will not be evaluated upon materials of a derogatory nature that have been placed in their District personnel file without first being notified in writing that such material is to be placed in the file including the name(s) of the signatory(ies) to the materials. After viewing such materials the bargaining unit member will be provided an opportunity to respond in writing and have such written response attached to the material.

ALL INFORMATION ON EVALUATION FORMS WILL BE KEPT CONFIDENTIAL.

<p style="text-align: center;">ARTICLE XI PEER ASSISTANCE AND PEER REVIEW (PAR)</p>

The Salinas Elementary Teachers Council and the Salinas City Elementary School District are continuously striving to provide the highest possible quality of education. In order for students to succeed in learning, teachers must succeed in teaching. Therefore, the parties agree to cooperate in the design and implementation of programs to improve the quality of instruction through peer assistance and peer review. Teachers referred to or who volunteer for the program are viewed as valuable professionals who deserve to have the best resources available to them in the interest of improving performance to a successful standard.

1. Joint Committee (JC)

- A. The Joint Committee will consist of five (5) members, the majority of whom will be certificated classroom teachers who are chosen to serve by SETC. The chairperson of the Joint Committee will be the Assistant Superintendent of Human Resources.
- B. The Joint Committee will establish its own meeting schedule. To meet, three-fifths of the members of the Joint Committee must be present and at least one of the three must be an administrator. Members of the Joint Committee will receive a stipend of \$850 for each year of service.
- C. The Joint Committee will be responsible for the following:
 - 1) Establishing its own rules of procedure
 - 2) Selecting the panel of Consulting Teachers.
 - 3) Selecting trainers and/or training providers, if needed.
 - 4) Sending written notification of participation in the PAR program to the Referred Participating Teacher, the Consulting Teacher, and the site administrator.
 - 5) Assigning Consulting Teacher to Participating Teachers based on grade level, experience, compatibility, and teaching style
 - 6) Determining the number of Consulting Teachers in any school year, based upon participation in the PAR Program, the budget available, and other relevant considerations.
 - 7) Evaluating annually the impact of the PAR Program in order to improve the program.

- D. All proceedings and materials related to evaluations, reports, and other personnel matters will be strictly confidential.

2. Participating Teachers (PT)

- A. A Referred Participating Teacher is a teacher with permanent status who receives assistance to improve his or her instructional skills, classroom management, knowledge of subject, and/or related aspects of his or her teaching performance as a result of an unsatisfactory evaluation. The chairperson of the Joint Committee will notify the Participating Teacher by letter no later than May 30. The Letter of Referral to PAR will be placed in his or her personnel file.
- B. A Volunteer Participating Teacher is a teacher who volunteers to participate in the PAR program. The purpose of participation in the PAR Program for the Volunteer Participating Teacher is for peer assistance only.
- C. Participating Teachers will be assigned their Consulting Teachers by the Joint Committee.

3. Consulting Teachers (CT)

- A. A Consulting Teacher is a teacher who provides assistance to a Participating Teacher pursuant to the PAR Program. The qualifications of the Consulting Teacher are as follows:
 - 1) A credentialed classroom teacher with permanent status.
 - 2) A minimum of five (5) years experience in classroom instruction.
 - 2) Demonstration of exemplary teaching ability, as indicated by, among other things, effective communications skills, subject matter knowledge, and mastery of arrange of teaching strategies necessary to meet the needs of pupils in different contexts.
- B. To apply for a position of Consulting Teacher, each applicant is required to submit an additional assignment application and a letter of recommendation from an immediate supervisor.

All applications and references will be treated with confidentiality.

- C. Consulting Teachers will be selected by a majority vote of the Joint Committee. Selection may require an interview and/or a scheduled classroom observation prior to the vote.
- D. Consulting Teachers will be provided release time as needed. New Consulting Teachers will be selected by the last workday of the year. The term of the Consulting Teacher will be three (3) years. A teacher may not be appointed to an administrative position in the District while serving as a Consulting Teacher.

- E. Functions performed pursuant to this Article by bargaining unit members will not constitute either management or supervisory functions. The Consulting Teacher will continue to have all rights of bargaining unit members.
- F. Consulting Teachers will receive a stipend of \$2,000. If a consulting teacher has more than one Participating Teacher they will receive \$1,000 for an additional teacher, No Consulting Teacher may work with more than two (2) Participating Teachers.
- G. The Joint Committee will determine the amount of assistance needed from the Consulting Teacher. Consulting Teachers will assist Participating Teachers by demonstrating, observing, coaching, conferencing, referring or by other activities, which in their professional judgment, will assist the Participating Teacher.
- H. Prior to the start of a new school year, the consulting Teacher will meet with the Referred Participating Teacher to discuss the PAR Program, establish mutually agreed upon performance goals, develop the assistance plan, and develop a process for determining successful completion of the PAR Program.
- I. The Consulting Teacher will conduct a minimum of three (3) observations of the Participating Teacher during classroom instruction, including both pre-observation and post-observation conferences to be completed by the following dates: October 1, December 1, and February 1. An additional two (2) observations with pre- and post-conferences may be scheduled as needed, for a maximum of five (5) observations per year.
- J. The Consulting Teacher will provide quarterly logs documenting a minimum of twice monthly contact with the Participating Teacher. Logs are due to the Joint Committee on October 15, December 15, March 15, and May 31. Submitted logs will be placed in a PAR file to document the support given to the Participating Teacher.

Program Parameters

- A. The functions performed by the PAR Joint Committee and Panel of Consulting Teacher will not constitute either management or supervisory functions.
- B. Volunteer Participating Teacher are required to commit to the PAR program for one (1) year.
Referred Participating Teachers are required to participate in the PAR program for two (2) years.
- C. A Referred Participating Teacher is eligible for two (2) cycles of PAR.
 - 1) The first cycle will consist of two (2) years.
 - 2) If a Participating Teacher exits their first cycle of PAR with satisfactory evaluation, but then receives an unsatisfactory evaluation in the future, he or she can re-enter PAR for a second cycle which will consist of one (1) year.
 - 3) No teacher is eligible for a 3rd cycle of PAR.

- D. The District will hold harmless the members of the PAR Joint Committee and Panel of Consulting Teachers for any liability arising out of their participation in the PAR Program, they will have the same protection and access to appropriate defense as other public school employees pursuant to Division 3.6 (commencing with Section 810) of Title 1 of the Government Code.
- E. All proceedings and materials related to the administration of this article will be strictly confidential. Therefore, Joint Committee members and the Panel of Consulting Teachers may disclose such information only as reasonably necessary to perform their respective functions.
- F. Participating Teachers still have full union representation in defense against termination.



<p align="center">ARTICLE XII EMPLOYEE BENEFITS</p>

1. Medical Insurance:

- A.** For the 2017-2018 and 2018-2019 contract years, medical benefits will be made available to all bargaining unit members through Municipalities, Colleges, Schools Insurance Group (MCSIG). Members may choose any of MCSIG's available plans according to MCSIG's enrollment procedures. The District's monthly contribution toward the chosen plan shall not exceed the amounts on the schedule below. Any premium cost above the district's obligation will be paid by the bargaining unit member.

Employee only increase in District Contribution begins January 1, 2016.

	10-Monthly District Contribution	11-Monthly District Contribution	Annual District Contribution
Employee	Up to \$1104.00	\$1003.64	Up to \$11,040.00
Employee + 1	Up to \$1626.00	\$1478.18	Up to \$16,260.00
Employee + Family	Up to \$2112.00	\$1920.00	Up to \$21,120.00

- B.** Effective June 30 of each year, all certificated bargaining unit members who currently receive benefits, retire with at least fifteen (15) years credited service with the District, and who are fifty-five (55) years of age or older by July 1 of that year, will receive medical insurance benefits until the age of sixty-five (65) (or until they are Medicare eligible whichever comes first) in the same manner as full-time bargaining unit members.
- 1) At age sixty-five (65), retirees, spouses, or dependents receiving benefits through a retiree's coverage will not be eligible for the District contribution for medical benefits.
 - 2) When the retiree reaches age sixty-five (65), none of his/her dependents are eligible for the District contribution for medical benefits.
 - 3) Retirees, their spouses, or their dependents who become Medicare eligible will no longer receive District medical benefits.
- C.** Bargaining unit members not covered under Paragraph 1B above who retire from regular employment with the District and are covered by medical insurance at the time of retirement have the option of purchasing medical insurance coverage per MCSIG eligibility rules with the full premium cost to be borne by the retiree.

2. **Vision Insurance:**

- A. The District agrees to pay the premium of the Vision Service Plan (Plan C) rate, \$10 deductible, for each employee plus eligible dependents beginning July 1, 2017, through June 30, 2019, at the following rates, with any increases in 18/19 to be paid by the District.

	Monthly District Contribution	Annual District Contribution
Employee	\$14.40	\$144.00
Employee + 1	\$24.00	\$240.00
Employee + Family	\$42.00	\$420.00

- B. Bargaining unit members who retire from regular employment with the District and are covered by vision insurance at the time of retirement have the option of purchasing the district's group insurance coverage following the carrier's policies with the full premium cost to be borne by the retiree.

3. **Dental Insurance:**

- A. The District agrees to pay the premium of the Delta Dental, Low Option rate for each employee plus eligible dependents beginning July 1, 2017, through June 30 2019, at the following rates, with any increases in 18/19 to be paid by the District.

	Monthly District Contribution	Annual District Contribution
Employee	\$62.40	\$624.00
Employee + 1	\$114.00	\$1140.00
Employee + Family	\$183.60	\$1836.00

- B. Bargaining unit members may pay the difference between the District-provided plan and a higher level plan. MCSIG procedures and timelines may restrict bargaining unit members' movement from one plan to another.
- C. Bargaining unit members who retire from regular employment with the District and are covered by dental insurance at the time of retirement have the option of purchasing the district's group insurance coverage following the carrier's policies with the full premium cost to be borne by the retiree.

4. **Duration of Benefits:**

- A. All bargaining unit members whose contract was effective before September 1st and who provide a full year of service but are no longer employed by the District at

the end of the school year will continue to receive all benefits through August 31 of that year.

- B. Retired bargaining unit members will no longer receive nor be charged for, life insurance benefits through the District.

5. **Payments by Resigned/Retired Bargaining Unit Members**

Quarterly premium payments will be due on September 1, December 1, March 1 and June 1 of each year of coverage, or retirees may elect an annual payment due on September 1 or semi-annual payments due on September 1 and March 1.

6. **Part-Time Bargaining Unit Members**

Bargaining unit members on a part-time basis whose total salary is at least half the regular rate required of full-time bargaining unit members will receive all benefits that accrue to full-time bargaining unit members on a pro-rata share except medical, vision, and dental benefits which will be paid in full.

A. Exceptions

- 1) Bargaining unit members participating in Job Share Leave, Article VIII, Paragraph 10 are not considered part time bargaining unit members. Bargaining unit members who are participating in Job Share Leave who work at least 50% of a regular full-time contracted position will receive the same benefits as full time bargaining unit members on a pro-rated basis.
- 2) Preschool bargaining unit members who are hired specifically for a 50% position will receive the same benefits as full-time bargaining unit members on a pro-rated basis. If a preschool teacher is given a full-time assignment and is subsequently reduced to part-time, they will continue with full benefits for the duration of the school year.
- 3) Categorically funded bargaining unit members, hired after July 1, 2006 working more than 50% and less than 75% of the work year will receive benefits on a pro-rata share. Those bargaining unit members working 75% or more of the work year will receive full benefits.

- B. Special Education bargaining unit members are not subject to 5.A.3 above.

7. **Interdistrict Transfers**

Any member of the Bargaining Unit may submit an Interdistrict Transfer request for his/her children at the same time as Intradistrict requests are accepted by the District. Those Interdistrict Transfer requests will be processed in the same manner and timeline as Intradistrict requests.

<p style="text-align: center;">ARTICLE XIII EMPLOYEE TRAVEL</p>

1. Employees who are required to use their personal automobiles in carrying out their duties shall either be furnished a District automobile or reimbursed at the Federal reimbursement rate per mile, using form CSD 20.
2. When an employee's work assignment requires that he/she serve two or more sites (including DRC and the District Office) for more than 50% of the work week, that employee shall be reimbursed for the use of his/her private automobile in one of two ways: the employee may choose to keep a record of the mileage and be reimbursed at the Federal reimbursement rate per mile; or the employee may choose a monthly stipend of \$65 per calendar month. The employee shall choose the manner of payment for the current school year when his/her work assignment or schedule is determined.
3. In his/her discretion, the Superintendent has the authority to adjust the above schedule downward whenever work assignments or schedule changes prove the amount to be excessive. In determining the amount of reimbursement, a reasonable average based upon actual experience shall be used, and it shall remain the same from month to month unless there is a change in the employee's schedule.
4. This amount may be prorated if the employee is absent from his/her duties for ten (10) days or more during the calendar month or is on duty but traveling at District expense for such period of time. The proration shall be determined as follows:

$$\frac{\text{allowance}}{\text{working days}} \quad \times \text{ days worked}$$

The above includes all use for the normal conduct of duties within the general City of Salinas area (Salinas, Alisal, Santa Rita, Spreckels).

5. If travel outside the general Salinas area is properly authorized, additional reimbursement shall be allowed at the Federal reimbursement rate per mile when private automobiles are used. Or, the District automobile may be utilized, if available, for these outside of the general area trips. Special trips outside Monterey County require prior approval of the Superintendent who shall designate the means of travel. Employees must submit CSD Form 78 "Conference Authorization" for approval prior to travel.
6. Employees must submit CSD Form 78 "Conference Authorization" for approval prior to travel. When two or more employees are attending the same meeting, reimbursement is authorized for one car only, unless more than one car is required.

7. The District Superintendent is authorized to make an advance of funds to cover necessary traveling expense only in cases where in his/her opinion a hardship shall be worked upon personnel or agents of the District wherein such advance is not made. Such advance shall be adjusted upon filing a regular claim.
8. In accordance with CSD Form 78 "Conference Authorization," payment by an employee to an employee of another district for sharing of transportation costs may be authorized by the District Superintendent.



<p style="text-align: center;">ARTICLE XIV EMPLOYEE SAFETY</p>

1. No bargaining unit member may be required to perform duties that would or possibly could endanger one's life, safety or welfare unless a state of emergency has been declared by a government entity having the authority to do so and the bargaining unit member has been pressed into service as a "disaster service worker" under Government Code 3100.
2. No bargaining unit members shall be required to inspect buildings or facilities during bomb threats.
3. In the event of an emergency school or District closure, if make-up days are required by law, the District shall negotiate said days with SETC.
4. The District shall provide safe working conditions in accordance with Federal and State requirements. All alleged violations of safe work conditions shall be reported to the employee's immediate supervisor or the District Safety Officer (Assistant Superintendent of Fiscal Services).
5. Bargaining unit members are covered under Workers Compensation Insurance Plan for illness and injury due to their employment.
6. The administration is authorized to compensate employees for up to \$250.00 for damage to their personal property necessarily worn or carried when this damage is the result of activities in the pursuit of their employment and not the result of negligence of the employee.

The administration is authorized to compensate bargaining unit members for loss, destruction, or damage of personal property used in the schools of the District if caused by fire, burglary, or vandalism. Compensation will be made only for materials which the District requires an employee to furnish as a condition of employment or which have been approved by the appropriate site/department administrator as vitally needed materials not available from the District and for which a fair value has been established in writing prior to approval by the administrator.

7. The District shall provide and maintain safety equipment and supplies in classrooms (first aide box and emergency backpack) as outlined in the District Disaster Plan. Other items outlined in the Disaster Plan shall be stored on each work site. Materials shall be inventoried by the site health and safety committee annually.

ARTICLE XV
SALARY SCHEDULES
2017-2018/2018-2019

- A. 1% salary increase effective July 1, 2017; 2% salary increase effective July 1, 2018.
- B. The District will provide a 2% one-time bonus for the 2017-2018 school year to each certificated employee employed by the District and whose employment continues through the end of the certificated employee work year. The 2017-2018 bonus will be paid within forty-five (45) days of ratification.

The District will provide a 2% one-time bonus for the 2018-2019 school year to each certificated employee employed by the District and whose employment continues through the end of the certificated employee work year. The 2018-2019 bonus will be paid in two installments with one at the end of January 2019 and one at the end of the 2018-2019 school year.

- C. In the event that the 2018-2019 actual increase in the District's base revenue is \$1million dollars or more either party may reopen negotiations on salary for the 2018-2019 school year.
- D. For the 2018-2019 school year, the salary schedule will be increased by an additional 1.63% effective July 1, 2018 for the increase of the work year stated on the attached signed proposal in hours.

Salinas City Elementary School District

840 South Main St. Salinas, CA 93901

Phone: (831) 753-5600

CERTIFICATED SALARY SCHEDULES

Effective Date: July 1, 2018 (Board Approved 6/11/18)

2018-19

3.63%

(2% Base Increase and 1.63% S/C PD Increase)

CLASSIFICATION

(Divisor - 187 Days of Service)

	I	II	III	IV	V	VI
				M.A. or B.A.+45*	M.A.+15 or B.A.+60*	M.A.+30 or B.A.+75*
Steps	<u>B.A. Annual</u>	<u>B.A.+15 Annual</u>	<u>B.A.+30* Annual</u>	<u>Annual</u>	<u>Annual</u>	<u>Annual</u>
1	47,479	47,817	48,171	49,245	52,120	54,995
2	47,701	48,153	48,870	51,749	54,633	57,502
3	47,919	48,495	51,380	54,256	57,134	60,015
4	48,246	51,017	53,887	56,771	59,654	62,527
5	50,641	53,522	56,393	59,280	62,159	65,032
6	53,155	56,032	58,901	61,786	64,662	67,541
7	55,654	58,532	61,416	64,294	67,173	70,043
8	58,166	61,051	63,919	66,805	69,677	72,548
9	58,166	63,562	66,430	69,305	72,183	75,060
10	58,166	63,562	68,928	71,816	74,697	77,565
11	58,166	63,562	68,928	74,321	77,205	80,074
12	58,166	63,562	68,928	74,321	79,710	82,587
13	58,166	63,562	68,928	74,321	79,710	82,587
14	58,166	63,562	68,928	74,321	79,710	85,890
15	58,166	63,562	68,928	74,321	79,710	85,890
16	58,166	63,562	68,928	74,321	79,710	85,890
17	58,166	63,562	68,928	74,321	79,710	85,890
18	58,166	63,562	68,928	74,321	79,710	89,194
19	58,166	63,562	68,928	74,321	79,710	89,194
20	58,166	63,562	68,928	74,321	79,710	89,194
21	58,166	63,562	68,928	74,321	79,710	89,194
22	58,166	63,562	68,928	74,321	79,710	92,498
23	58,166	63,562	68,928	74,321	79,710	92,498
24	58,166	63,562	68,928	74,321	79,710	92,498
25	58,166	63,562	68,928	74,321	79,710	94,774

*Semester Hours

Additional Assignment Rate of Pay -- \$44.04 per hour.

Teacher-in-Charge Rate of Pay -- \$46.93 per hour.

Class Size Stipend: \$69.52

**B. PSYCHOLOGIST & SPEECH AND LANGUAGE PATHOLOGIST
SALARY SCHEDULE**

**PSYCHOLOGIST
(Divisor--197 Days of Service)**

Psychologists will be on duty during the bargaining unit members' work year, and the remaining workdays will be designated by the Superintendent.

**SPEECH AND LANGUAGE PATHOLOGIST
(Divisor – 187 Days @ 6 hours and 20 minutes)**

2018-2019

					#1 Career Increment	#2 Career Increment	#3 Career Increment	#4 Career Increment
A	B	C	D	E	F	G	H	I
76,993	80,243	83,493	86,740	89,995	93,597	97,198	100,797	103,280

Additional Assignment Rate of Pay (Psych/SLP) \$64.42/hr.

- Career Increment: #1 -- 4% of the last step**
 Earned by a psychologist or a speech and language pathologist who has eight (8) years of credited service as a school psychologist or speech and language pathologist; i.e., those years served in SCESD plus additional years of service outside SCESD consistent with the initial placement of bargaining unit members, as per Article XV, Section IIA.
- Career Increment: #2 -- 4% of the last step**
 Earned by a psychologist or a speech and language pathologist who has twelve (12) years of credited service as a school psychologist or speech and language pathologist; i.e., those years served in SCESD plus additional years of service outside SCESD consistent with the initial placement of bargaining unit members, as per Article XV, Section IIA.
- Career Increment: #3 -- 4% of the last step**
 Earned by a psychologist or a speech and language pathologist who has sixteen (16) years of credited service as a school psychologist or speech and language pathologist; i.e., those years served in SCESD plus additional years of service outside SCESD consistent with the initial placement of bargaining unit members, as per Article XV, Section IIA.

Career Increment: #4 -- 2.75% of the last step

Earned by a psychologist or a speech and language pathologist who has twenty (20) years of credited service as a school psychologist or speech and language pathologist; i.e., those years served in SCESD plus additional years of service outside SCESD consistent with the initial placement of bargaining unit members, as per Article XV, Section IIA.

Bargaining unit members placed on Speech and Language Pathologists' schedule must possess a Masters in Speech and Language Pathology and a valid credential allowing the member to provide speech and language services to students who qualify for those services.

- C. Stipend for units earned beyond Column VI.
\$344 stipend will be paid for every twelve (12) approved units earned over Column VI. One such stipend may be earned every three (3) years up to a maximum of three (3).
- D. Each bargaining unit member who is required to attend an in-service and/or workshop on a non-working day will be compensated with the Additional Assignment Rate of Pay. Teachers who attend required summer workshops will be given the choice of either receiving units for District credit or receiving the Additional Assignment Rate of Pay.

Additional Assignment Rate of Pay -- \$44.04

Teacher in Charge Rate of Pay -- \$46.93

II. INITIAL PLACEMENT OF CERTIFICATED BARGAINING UNIT MEMBERS

- A. Incoming bargaining unit members will be credited with a maximum of five (5) years of experience.
 - 1. "Steps" refer to years of paid teaching experience.
 - 2. A year of experience will be defined as having served a full workday for 75% of the adopted workdays for the school year for which credit will be applied. Partial years of experiences cannot be lumped together as one (1) year of experience.
 - 3. Experience will have been in a public or accredited private elementary school in the United States of America or a United States Dependents' School.
 - 4. The Board of Education reserves the right to evaluate experience outside the elementary teaching profession for placement on the schedule.

- B. Excess units earned prior to the granting of any college degree will not apply as credits earned following the granting of any college degree nor will credit be allowed for lower division courses taken after the granting of said degree.
1. Creditable units will have been taken at an institution approved by Superintendent of Public Instruction or regionally accredited in the current edition of Education Directory of Higher Education, "Part 3", U.S. Department of Health, Education and Welfare--Office of Education. Not more than twelve (12) semester units of credit for coursework taken, or to be taken, in areas unrelated to the elementary curriculum (i.e., theology, architecture) will be accepted for initial placement or advancement on the salary schedule.
 2. No salary payments will be made until official transcripts of record and verification of teaching experience are placed on file in the Superintendent's Office.

III. PRESCHOOL/EDC SALARY SCHEDULE

Per Hour Wage

2018-2019

<u>Steps</u>	<u>I</u>	<u>II</u>	<u>III</u>
1	\$25.88	\$26.97	\$28.11
2	\$26.86	\$28.00	\$29.22
3	\$27.96	\$29.10	\$30.41

Column I	Children's Center Permit (CCP)
Column II	CCP + 15 units in Early Childhood Education; or AA degree with CCP.
Column III	CCP + 30 units in Early Childhood Education; or AA degree with CCP + 15 units in Early Childhood Education; or valid California regular Kindergarten primary, general elementary, or standard teaching credential with specialization in elementary teaching.

IV. INITIAL PLACEMENT OF PRESCHOOL TEACHERS

- A. Effective 1994-95, incoming bargaining unit members will be credited with a maximum of two (2) years of experience.
1. "Steps" refer to years of paid teaching experience.
 2. A year of experience will be defined as having served a full workday for 75% of the adopted workdays for the school year for which credit will be

applied. Partial years of experience cannot be lumped together as one (1) year of experience.

3. Experience will have been in a public or accredited private elementary school in the United States of America or a United States Dependents' School.
 4. The Board of Education reserves the right to evaluate experience outside the elementary teaching profession for placement on the schedule.
- B. Excess units earned prior to the granting of any college degree will not apply as credits earned following the granting of any college degree nor will credit be allowed for lower division courses taken after the granting of said degree.
1. Creditable units will have been taken at an institution approved by the Superintendent of Public Instruction or regionally accredited in the current edition of Education Directory of Higher Education, "Part 3", U.S. Department of Health, Education and Welfare--Office of Education. Not more than twelve (12) semester units of credit for coursework taken, or to be taken, in areas unrelated to the elementary curriculum (i.e., theology, architecture) will be accepted for initial placement or advancement on the salary schedule.
 2. No salary payments will be made until official transcripts of record and verification of teaching experience are placed on file in the Superintendent's Office.
- C. Effective 1995-96, incoming bargaining unit members will be credited with a maximum of three (3) years of experience.
- D. All other steps and procedures for incoming bargaining unit members used for 94-95 will apply.

V. CERTIFICATED STIPENDS

Teaching Vice-Principal (annual stipend):

1. Base Stipend..... \$2123.24
2. Two Years Experience or More..... 1 point
3. Administrative Credential 1 point
4. Vice Principal in a School
Served by a Part-time Principal..... 2 points
5. Each point would add \$142.80 to the base stipend

VI. PART-TIME BARGAINING UNIT MEMBERS

- A. Bargaining unit members who work under a part-time contract will receive pro-rata, per-diem rate of where they would normally place on the appropriate salary schedule. Any exceptions are specifically enumerated within this Master Agreement.
- B. Part-time bargaining unit members will be eligible for a salary step increase at the rate of one step credit for each year they serve 75% or more of the work year.
- C. Bargaining unit members working less than 75% of a work year will receive a percentage of credit towards movement on the salary schedule equal to the percentage of their contract. Movement to the next step will take place at the beginning of the following year after they have earned the equivalent of 75% of a work year.

VII. PROFESSIONAL GROWTH

- A. Application
 - 1. Continuing credit beyond Column VI, lower division college courses, and other activities for district salary credit will be granted only for course work or other activities which began on or following the bargaining unit member's date of hire.
 - 2. The District application form will be submitted to the Assistant Superintendent, Human Resources for approval prior to taking the courses or participating in the activities.
 - 3. This form and all of its copies will be date stamped upon receipt.
 - 4. Within five (5) work days, the Assistant Superintendent, Human Resources will respond to the individual making the request with either approval or a written rationale for the refusal.
- B. Professional Growth Committee
 - 1. This committee will be comprised of three (3) members chosen by the SETC and two (2) members chosen by the District. A chairperson will be elected by the Committee for a one (1) year period beginning January 1. The name of the chairperson will be reported in writing to the Human Resources Office immediately following his/her election.

2. The committee will hear appeals filed by bargaining unit members according to the procedure outlined in Section G (page 61).
 3. Travel credit will not be considered by this committee.
- C. The course work will be taken at an accredited college, community college, approved inservice programs, or any combination thereof.
- D. When total costs of courses, workshops, or institutes are paid for by the District, bargaining unit members are not eligible for professional growth increments.
- E. It will be the responsibility of the bargaining unit member to apply for approved professional growth units and verify completion of the course.
- F. Official transcripts will be required and must be on file with the Human Resources Office. Bargaining Unit Members who qualify for a salary increase will be paid from the date that transcripts are verified and date stamped and no later than three regular pay periods after their receipt. (Ed Code 45048)
- G. Appeal
1. If approval is denied, the bargaining unit member may appeal the decision to the Professional Growth Committee.
 2. Appeals must be filed within ten (10) work-days of the date of notification of the decision on the acceptability of the application.
 3. Upon appeal, the Assistant Superintendent, Human Resources will call a meeting of the Committee at the earliest possible date.
 4. The decision rendered will be retroactive to the date stamped on the original application form.
 5. If the appeal is rejected by the committee, the bargaining unit member may submit the appeal to the Superintendent or his/her designee within ten (10) work days from the receipt of the rejection.
 6. The Superintendent or his/her designee will render a written decision with accompanying rationale within ten (10) work days.

<p style="text-align: center;">ARTICLE XVII OUTDOOR EDUCATION</p>

1. Employees at the Outdoor Education Camp shall be required to teach, supervise, or be on duty, as reasonably designated by the Monterey County Office of Education. All other time is at their discretion to use as they see fit; however, they are requested to remain overnight at the camp each night except under unusual circumstances.
2. Every effort shall be made to provide for acceptable health and safety conditions.
3. The staff-student ratio at the camp shall be consistent with the provisions of the Class Size Article in this contract.
4. Pupils remaining at school shall be provided a substitute when more than fourteen (14) pupils remain.
5. The District shall make a reasonable effort to effect a schedule with the Monterey County Office of Education that places only district schools at the Outdoor Education Camp. In the event that non-district schools are scheduled at the same time as the Salinas City Schools, this District shall provide any additional staff needed to insure a department properly supervised as determined by the camp director in consultation with the district teachers who are serving at the camp.



<p style="text-align: center;">ARTICLE XVIII TRANSFER AND REASSIGNMENT</p>
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TRANSFER PROCEDURE

1. Definitions

- A. **Assignment/Position:** a bargaining unit member's current school site(s)/grade level(s).
- B. **Combination Class:** two or more grade levels taught concurrently in a self-contained classroom.
- C. **Consolidation:** a reduction in number of certificated staff at a given school/department due to school closure, reducing programs and/or staff, school restructuring, district reconfiguration, or declining enrollment.
- D. **Interview Panel:** A group composed of the Principal/Department Head and two members of the bargaining unit assigned to the receiving site/department. These members will be volunteers elected by other bargaining unit members. The administrator may appoint up to two additional bargaining unit members to represent a specific grade level or need. This does not preclude the addition of other bargaining unit members or people as required by State and Federal Categorical Program guidelines.
- E. **Involuntary Transfer:** a transfer due to consolidation or an Administrative Initiated Transfer.
- F. **Reassignment:** The change of a bargaining unit member's assignment/position within a school or department.
- G. **Reemployment:** The process by which bargaining unit members who have been through a reduction in force (RIF) or who have chosen to resign or retire are then rehired/reemployed.
 - a. For purposes of seniority, the original date of paid service will be used for bargaining unit members who have been through a reduction in force (RIF).
 - b. For purposes of seniority, the new first date of paid service will be used for bargaining unit members who had chosen to resign or retire.
- H. **School Year:** days of regular student attendance and teacher workdays totaling 184 days.

- I. **Seniority:** Cumulative time served in the district from the first date of paid service in a certificated position. When two (2) or more bargaining unit members have the same seniority, selection will be decided by lot.
- J. **Transfer:** transfer is the change of a bargaining unit member's position from one school to another school or between a school and a department.
- K. **Vacancy:** an unfilled position created by death, retirement, reassignment, termination, transfer, resignation, expansion of program, increased enrollment or unpaid leave of absence.
- L. **Vacancy Notice:** A written document stating:
 - (a) Number of vacancies per position.
 - (b) Type of position, grade level.
 - (c) Location (school)
 - (d) The official posting date and time.
 - (e) Closing date for applicants: Five (5) school days after the opening date.
 - (f) Date of assignment to the position (immediate, Sept. 19, etc).
- M. **Voluntary Transfer:** a transfer initiated by the bargaining unit member.

2. **General Guidelines for Transfer**

- A. A transfer request will not be denied arbitrarily. It will not jeopardize a bargaining unit member's present assignment. It will be the intent to transfer bargaining unit members so that their abilities and requests are coordinated with the district's needs.
- B. Permanent bargaining unit members, who have notified the district in writing by March 1 that they are returning from an authorized unpaid leave of absence, or sabbatical, will apply only for positions that have been posted. If such bargaining unit members have not received an assignment by June 1, they will receive a placement before any new certificated bargaining unit members with the same program qualifications are placed.
- C. If a bargaining unit member is involuntarily transferred after the first working day of the school year, said member will be given at least five (5) calendar days notice before the actual transfer occurs. Within those five (5) calendar days, and before the first day of instruction in the new position, bargaining unit members will be given the choice of no less than two (2) days release time, or the equivalent number of hours at the Additional Assignment Rate of Pay, or any combination of the two. The district will provide assistance in transporting personal and instructional materials to any new work location.

If a bargaining unit member is involuntarily transferred for the following school year said member will be given six (6) hours at the Additional Assignment Rate of Pay to be used to support the transfer of personal and instructional materials to the

new site. The district will provide assistance in transporting personal and instructional materials to the new work site.

- D. If a bargaining unit member needs to reorganize his/her class due to out of the ordinary circumstances (e.g., building construction, vandalism, fire, burglary, etc.), he/she will be given the choice of up to two (2) work days release time, or 12 hours at the Additional Assignment Rate of Pay, or any combination of the two, as approved by the site administrator and the Assistant Superintendent of Human Resources. If necessary, the district will provide assistance in transporting personal and instructional materials. If the work involved in preparing the classroom requires additional time, it may be requested of the site administrator and approved by the Assistant Superintendent of Human Resources.
- E. Vacancies occurring in regular classroom assignments, which are not filled by reassignment during the school year, will be filled with a temporary placement for the remainder of the year. These positions will be declared vacant and posted for the following school year unless the positions have been deleted.
- F. Vacancies for the next school year will be posted at each school and the District Office, with a copy sent to the SETC Office, no later than April 30 and thereafter, within five (5) days, as vacancies occur.
- G. Bargaining unit members who have a contract for the following year will have first priority consideration in the selection process for filling vacancies that occur or are identified on or before April 15 of each year.
- H. Education code section 35036 requires that after April 15 of each year and up to the day before the work year begins, all qualified applicants who have applied for any vacancy at the school will have access to the selection process for filling the vacancy.
- I. The seniority list will be posted at each building site annually by February 1, and be amended throughout the school year as needed.

3. **Types of Transfer**

- A. Bargaining unit member Initiated Voluntary Transfer - by Individual Application
 - 1) Bargaining unit members requesting a transfer will be assigned a new position in writing before their present position is vacated. A request may be withdrawn at any time prior to the receipt of the written official confirmation that the transfer has been effected.
 - 2) In order to apply for a Voluntary Transfer, bargaining unit members must have the qualifications necessary to meet the requirements of the position.

- 3) Bargaining unit members who wish to transfer from their present assignment will follow these procedures:
 - a) Check all posted vacancies.
 - b) Complete Form CSD 120 and file it with the Human Resources Office. Transfer requests must be filed during the posting period.
 - c) All qualified applicants who submitted applications within the posting period will have the opportunity to appear before an interview panel. The panel will interview all qualified applicants and make a recommendation to the Assistant Superintendent of Human Resources. The interview panel may consider appropriate credentials, certificates, experience, content knowledge and skills that support the position and site. Seniority will be the deciding criterion if all these factors are equal.
 - d) All applicants will be notified in writing of the disposition of the vacancy within ten (10) days after the closing date. If there exists some reason for delay, all applicants will be notified of the delay in writing.
 - e) Upon request, persons not selected for a position will be afforded an interview with the Assistant Superintendent of Human Resources to discuss the selection.
- 4) Vacancies occurring when school is not in session will be filled by the Human Resources Office by the following procedure:
 - a) Bargaining unit members desiring to transfer during the summer months must file Form CSD 120 with the Human Resources Office, which will be effective up to ten (10) days before the commencement of the instructional year. Only applications for a specific position will be accepted.
 - b) Bargaining unit members who have filed Form CSD 120 with the Human Resources Office will be notified of vacancies at the district issued email address listed on Form CSD 120.
 - c) The provisions of the interview may be waived if the applicant is not available for an interview.
 - d) The five (5) day posting period will be waived for vacancies occurring within ten (10) days prior to the commencement of the instructional year.

B. Bargaining unit member Initiated Voluntary Transfer - Without Regard to Assignment

Bargaining unit members who wish to transfer for the next school year from their present assignment without regard to grade level or school to which they may be assigned, will request a transfer by initiating Form CSD 120a and submitting it to the Human Resources Office by June 1st of the current school year. A request for transfer under this provision constitutes a vacancy. These requests will be acted upon between June 15th and June 30th. The bargaining unit member will be notified in writing of his/her new assignment by June 30th unless he/she has waived this deadline in writing before notification is due. Individuals who have received an unsatisfactory final evaluation in the current school year may not apply for transfer under this provision.

C. Involuntary Transfer Due to Consolidation and Staff Reductions

1) Consolidations may result due to:

- a) school closure
- b) reducing programs and/or staff
- c) school restructuring
- d) district reconfiguration
- e) declining enrollment

Consolidations may result in an involuntary transfer of bargaining unit members.

2) The following procedure will be used to initiate an involuntary transfer due to consolidation:

a) The Superintendent or his/her designee will determine the need for a consolidation.

(1) By April 10th based on projections for the following year.

(2) At the beginning of the instructional year, class and site assignments will be made by the end of the first twenty (20) instructional days.

(3) After the first twenty (20) instructional days, necessary consolidations will be made within ten (10) instructional days of being identified.

b) School site staff will be informed in writing of a need for consolidation that will result in an involuntary transfer. A list of available district opening(s) will be provided so that bargaining unit members may contact the current Site Administrator within 48 hours to volunteer to transfer to one of the available vacancies.

- 3) The following order will be used to determine which bargaining unit member will be transferred due to a consolidation.
 - a) Qualifications will take into account instructional program and credential needs for both the consolidating site and the site(s) with vacancies.
 - (1) Qualified Volunteers. If more than one bargaining unit member volunteers, the most senior qualified bargaining unit member will be transferred.
 - (2) The least senior qualified probationary bargaining unit member beginning his/her second year of employment in the District.
 - (3) The least senior qualified permanent bargaining unit member.
 - b) Bargaining unit members who are within one (1) year of retirement based on written submission of CSD 181, Letter of Resignation, will not be transferred due to consolidation.
 - c) Bargaining unit members who have been involuntarily transferred within the last two years will not be transferred due to consolidation.
- 4) Bargaining unit members to be transferred will have a conference, after students are dismissed for the day, with the current site administrator and the Assistant Superintendent of Human Resources before such a transfer is initiated.
- 5) Bargaining unit members transferred due to consolidation will have first opportunity to return to a position for which they are qualified at the original school site if a vacancy occurs within two (2) years from the date of consolidation.
- 6) Bargaining unit members who are transferred as a result of school closure will be assigned to existing district vacancies prior to all district-wide postings.
- 7) Bargaining unit members who are transferred due to consolidation will be given their choice of placement by site and grade level based on available positions for which they are qualified and prior to district-wide openings on April 30 or prior to hiring new staff.

D. Administrative Initiated Transfer

- 1) Site/Department Administrator Initiated Transfer

- a) As soon as it becomes apparent to the administrator that a conflict and/or problem exists that may result in the transfer of a bargaining unit member on his/her staff for the following year; the procedure listed below will be complied with:
 - (1) A minimum of two (2) documented conferences will be held with the bargaining unit member.
 - (a) The bargaining unit member has the right to have union representation and a copy of all documentation.
 - (b) An initial conference will be held to present documentation of the problem and to establish a plan to correct deficiencies.
 - (c) Bargaining unit members will have an opportunity to respond and receive help in correcting deficiencies.
 - (d) A second conference will be held within a reasonable period of time but not to exceed sixty (60) days following the initial conference.
 - (2) If the conflict and/or problem does not continue beyond the school year and has been corrected through resolution or correction by the bargaining unit member, a follow-up letter documenting successful remediation will be written and provided to the bargaining unit member. The notes created by the site administrator of the problems will be treated as draft documents and destroyed at the end of the year.
 - (3) If the site administrator continues the administrative initiated transfer, the bargaining unit member will have the right to appeal the decision to the Assistant Superintendent of Human Resources and/or the Superintendent.
 - (4) Upon transfer, all administrative documentation will be destroyed except items to be placed in the personnel file including a copy of CSD 119 (Administrative Transfer Form) and any other items pursuant to Article XIX, Discipline Short of Dismissal.
 - (5) The administrator will submit a transfer request on Form CSD119 to the Human Resources Office by April 1.
 - (6) The bargaining unit member is assigned to a school prior to district-wide postings or by April 20.

- (7) The bargaining unit member may apply for any posted opening as outlined under bargaining unit member Initiated Voluntary Transfer.

- 2) Superintendent Initiated Transfer

- a) The Superintendent, when necessary, may make staff transfers that are in the best interest of the district.

- 3) Administrative Initiated Transfer of Probationary Bargaining Unit members

- a) The District may transfer bargaining unit members during their probationary period.
- b) Probationary bargaining unit members also have the right to initiate Voluntary Transfer for the reasons stated in bargaining unit member Initiated Voluntary Transfer.

4. General Guidelines for Reassignment

- A. A reassignment request will not be denied arbitrarily. It will be the intent to reassign bargaining unit members so that their abilities and requests are coordinated with the district's needs.
- B. Permanent bargaining unit members, who have notified the district in writing by March 1 that they are returning from an authorized unpaid leave of absence, which was granted due to medical reasons, include Family Care and Medical Leave, will follow the procedures outlined in Reassignment.
- C. If a bargaining unit member is reassigned after the first work day of the school year said member will be given at least five (5) calendar days notice before the actual reassignment occurs. Bargaining unit members will be given upon request no less one (1) and up to two (2) days release time or up to 12 hours at the Additional Assignment Rate of Pay, or any combination of the two not to exceed 12 hours, for classroom preparation. The district will provide assistance in transporting personal and instructional materials to any new work location.
- D.
 - 1) Bargaining unit members who must involuntarily change classrooms after the start of the school year due to reassignment or other campus reorganization will be given upon request no less than one (1) and up to two (2) days of release time or up to 12 hours at an Additional Assignment Rate of Pay or a combination of the two not to exceed 12 hours, for classroom preparation. The request will be made to the site administrator and approved by the Assistant Superintendent of Human Resources.

- 2) Bargaining unit members who must involuntarily change classrooms for the following school year will be provided with district assistance in the transfer of personal and instructional materials to the new classroom.
 - 3) Every effort will be made to reduce the number of classroom changes for staff. Administration will confer with a committee of grade level representatives prior to making classroom changes.
- E. If a bargaining unit member needs to reorganize his/her class due to out of the ordinary circumstances (e.g., building construction, vandalism, fire, burglary, etc.), the bargaining unit member may be given, upon request, up to two (2) days of release time or up to 12 hours at the Additional Assignment Rate of Pay or a combination of the two not to exceed 12 hours for classroom preparation. The request will be made to the site administrator and approved by the Assistant Superintendent of Human Resources. If the work involved in preparing the classroom requires additional time, it may be requested of the site administrator and approved by the Assistant Superintendent, Human Resources.
- F. Vacancies occurring in regular classroom assignments, which are not filled by reassignment during the school year, will be filled with a temporary placement for the remainder of the year. These positions will be posted as vacancies for the following school year unless the positions have been deleted.
- G. Qualified probationary or temporary bargaining unit members with full credentials and a contract, who have been at a school site for the entire school year, will be allowed to elect reassignment. The position held must have been posted the preceding year and no qualified candidates applied for the position. In situations where there are more qualified probationary or temporary bargaining unit members than positions available, rights to placement at the site will be determined by seniority.
- H. Upon request, persons not selected for reassignment to a position will be afforded a meeting with their Site Administrator to discuss the selection.

5. **Reassignment**

- A. The procedures for reassignment are as follows:
- 1) Five (5) or more working days prior to April 10th, Site Administrators and Departments Heads will share tentative staffing projections for the following year with bargaining unit members.
 - 2) By April 10 of each year, eligible bargaining unit members with either submit a list to their:
 - Site Administrator indicating their preferences for possible assignments for the following year. The list will contain a maximum of three (3) different grade level preferences ranked by priority, or

- Department Head indicating their preferences for possible assignments for the following year. The list will contain a maximum of three (3) different site preferences ranked by priority.
- 3) When assigning bargaining unit members, Site Administrators/Department Heads will take into consideration bargaining unit members' preferences and any appropriate credentials, certificates, experience, content knowledge and skills that support the position and/or site.
 - 4) Bargaining unit members will be notified in writing of their assignment by April 30.
 - 5) Upon request, persons not selected for reassignment to a position on their preference form, will be afforded a conference with their Site Administrator or Department Head to discuss their assignment. This meeting will be scheduled with five (5) work days of the bargaining unit member's request and may include SETC representation.
 - 6) Site Administrators will also rotate assignment to combination classes among bargaining unit members with appropriate credentials to ensure that no teacher is assigned a combination more than two (2) times in succession unless requested on the preference form. Assignments must last at least one grading period or a minimum of 60 instructional days in order to be considered for the purposes of this rotation.
 - a) Permanent bargaining unit members assigned to a combination class and in an evaluation cycle year will, upon request, be exempt from the evaluation process.
 - b) An on-going list of bargaining unit members assigned to combination classes will be used to ensure the rotation of assignment to combination classes beginning in the 2007-2008 school year.

B. The procedure for reassignment after the start of the school year is:

- 1) The Site Administrator, after direction from the Assistant Superintendent of Human Resources, will develop and share the reconfiguration with the staff.
- 2) After input from the staff, a plan for reconfiguration will be decided upon.
- 3) Reassignment due to reconfiguration will affect the minimum number of classrooms possible and will minimize the negative impact on students and staff.
- 4) Volunteers who complete a new Preference Form will be considered.

- 5) If no one willingly accepts assignment, the Site Administrator will make the final assignment using the criteria below:
 - a. Qualifications necessary to meet the requirements of the position which may include appropriate credentials, certificates, experience, content knowledge and skills that support the position and site.
 - b. Seniority will be the deciding factor if all qualifications are equal.
- C. When a vacancy occurs within a school year, the bargaining unit members of said school/department will have first consideration. The procedure to be followed is:
- 1) The vacancy will be posted by notice within the school/department for a period of 48 hours (2 workdays). The notice will be stamped with the date and time at which it is posted. Any bargaining unit member absent on the day of the posting will be notified by the site or department by phone or at the district issued email address prior to the closing date.
 - 2) The vacancy will be posted by notice within the school/department for a period of 24 hours (1 workday) for those vacancy notices posted up to four (4) weeks after the first day of student instruction. Any bargaining unit member absent on the day of the posting will be notified by the site or department by phone or at the district issued email address prior to the closing date.
 - 3) The posting period will be waived for vacancies occurring within ten (10) days prior to the commencement of the instructional year.
 - 4) The administrator will consider those staff members who complete a written application on Form CSD 121 during the posting period.
- D. Bargaining unit members performing duties within and under the direction of the administrators responsible for Special Education, English Learners, and Preschool will be considered a department for purposes of reassignment. The following procedure will be used:
- 1) When a vacancy occurs, qualified bargaining unit members within the department will have first choice. Selection will be based on the following criteria:
 - a. Qualifications necessary to meet the requirements of the position which may include appropriate credentials, certificates, experience, content knowledge and skills that support the position and site.
 - b. Seniority will be the deciding factor if all qualifications are equal.

- 2) When staff reductions within a department are necessary, selection for reassignment or transfer will be based on the following criteria:
 - a. Qualifications necessary to meet the requirements of the position which may include appropriate credentials, certificates, experience, content knowledge and skills that support the position and site.
 - b. Seniority will be the deciding factor if all qualifications are equal.
- E. All site funded, K-6, non-classroom bargaining unit members assigned to one site will follow reassignment procedures at that site.
- F. Bargaining unit members assigned to more than one site will follow the guidelines and procedures for voluntary transfer.
- G. All K-6 non-classroom bargaining unit members assigned by the district will follow the procedure for voluntary transfer.
- H. During the summer period, first consideration for reassignments to new vacancies in a school or department will be given to those bargaining unit members who have filed form CSD 120 with the Site Administrator/Department head. The Site Administrator/Department Head will notify the bargaining unit member of existing vacancies at the district issued email address listed on Form CSD 120.
- I. Upon request, persons not selected for reassignment to a position will be afforded a meeting with their Site Administrator to discuss the assignment.

6. Teaching Vice Principal Transfer/Reassignment

- A. The position of teaching vice-principal can be filled through either transfer or reassignment.
- B. The position of Teaching Vice-Principal will be selected for a two-year term in the following manner:
 - 1) The position will be posted at the end of each two-year term or when a vacancy occurs.
 - 2) Interested bargaining unit members should check posted vacancies and complete Form CSD 120 and file it with the Human Resources Office during the posting period.
 - 3) All applicants will have the opportunity to appear before an interview panel. The panel will interview all qualified applicants and make a recommendation to the Assistant Superintendent, Human Resources.

- 4) The Superintendent will make the final selection.
- C. Bargaining unit members will have the right to apply for open teaching vice-principal positions at other site(s) as long as there is also an open certificated position at that site for which they are qualified.

<p style="text-align: center;">ARTICLE XIX DISCIPLINE SHORT OF DISMISSAL</p>
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1. Disciplinary action in the form of dismissal shall be in accordance with appropriate provisions of the Education Code.
2. Disciplinary action, other than dismissal, shall not be given without just cause.
3. **General Provisions:**
 - A. Upon request, bargaining unit members have the right to secure and utilize SETC representation for any disciplinary consideration.
 - B. Bargaining unit members shall have the right to rebut any written warning or reprimand by submitting a written statement of their position. Such written rebuttal shall be attached to the warning or reprimand.
 - C. All disciplinary action shall be corrective and progressive and administered in accordance with paragraph 4.
 - D. Verbal warnings, written warnings, and written reprimands shall be administered in a timely manner, within ten (10) working days of the questioned acts or omissions, or within ten (10) working days when the immediate supervisor could reasonably have known of the questioned acts or omissions, but in no case shall the time exceed twenty (20) days after the act or omission.
 - E. If, after having been disciplined, a unit member serves the District for twelve (12) months without the need for further disciplinary action, he/she and the SETC shall be given a follow-up notice to that effect which shall also be attached to any original notice that may have been placed in his/her personnel file.
 - F. The provisions of this Article are subject to the grievance procedures expressed in Article III, Grievance Procedures, except that if the decision is in favor of the District, the discipline adjudged shall be imposed. If the decision favors the grievant, the records shall be disposed of as outlined in Title V, California Administrative Code Section 16023 (c).
4. **Levels of Progressive Discipline:**
 - A. Oral Warnings

Oral warnings issued to the unit member constitute the first level of formal discipline.
 - B. Written Warnings

Written warnings constitute the second level of formal discipline. Written warnings shall be issued by the immediate supervisor in consultation with the Superintendent or his/her designee and shall be delivered in person in a private conference. Warnings shall be based on verified data. A copy of all written notices shall be given to the SETC but not placed in any unit member's personnel file.

C. Written Reprimand

Written reprimands constitute the third level of formal discipline. Written reprimands shall be issued by the Superintendent or his/her designee. A written reprimand shall be delivered in person in a private conference by the person issuing it. Reprimands shall be based on verified data. The District shall append to the reprimand any prior written warnings which are to be relied upon for any purpose. A copy of all written reprimands shall be given to the SETC and placed in the unit member's personnel file.

D. Imposition of Discipline

A second written reprimand shall justify imposition of discipline, including suspensions of pay (not to exceed fifteen (15) working days). A suspension shall not reduce or deprive the unit member of seniority or any fringe benefits. The degree of discipline administered must be reasonably related to: (a) the seriousness of the employee's offense; and (b) the record of the employee in his/her service with the District.

- 1) If the District makes initial determination that there is just cause for disciplinary action, the employee shall be given written notice. This notice shall contain a description of the conduct and the date on which it allegedly occurred. The notice shall be given in person or by registered/Certified mail to the last known address of the employee.
- 2) Upon receipt of the notice of the alleged violation, the employee may request an informal conference with the individual who signed the notice. Request must be made in writing within five (5) days of the receipt of the notice and the conference shall be held within five (5) working days from the time of receipt of the request. The purpose of the informal conference is to allow a resolution of the alleged violation.
- 3) If an informal conference is not desired, the employee shall have five (5) working days from notice of the alleged violation within which to present a response.
- 4) Within ten (10) days after the informal conference, if held, or within ten (10) days of the response from the employee, the supervisor shall consider the matter and transmit a written decision to the employee.

- E. While progressive discipline levels may not be bypassed arbitrarily or capriciously, it is mutually recognized that certain conditions warrant full or partial bypass of such levels:
- 1) Conduct warranting immediate implementation of dismissal proceedings in accordance with the California Education Code.
 - 2) Serious misconduct of such a nature that it justified bypassing the stated levels of progressive discipline. For this purpose, serious misconduct is defined as conduct of such nature that injures or threatens to injure the safety of pupils or other employees or causes substantial disruption of the educational process.
- F. Nothing in this Article shall be construed as conditions precedent to the institution of dismissal proceedings under appropriate provisions of the Education Code.



<p style="text-align: center;">ARTICLE XX NO STRIKE/NO LOCKOUT</p>
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GENERAL PROVISIONS:

1. Nothing in this Article shall be construed as conditions precedent to the institution of dismissal proceedings under appropriate provisions of the Education Code.
2. This Article and its implementation are subject to interpretation pursuant to the decisions of the Public Employment Relations Board and the courts.

APPLICATIONS:

1. During the term of this Agreement, the exclusive representative and the members of the Bargaining Unit will not encourage, engage in, or declare a strike, work stoppage or slowdown, or refuse to perform job functions as required in this Agreement.
2. During the term of this Agreement, the District in consideration of the terms and conditions of this Agreement, will not authorize or permit any lockout of Exclusive Representative members or other persons covered by this Agreement while school is in session.
3. Any violation of this Article by a unit member during the workday (to include faculty meetings and mandatory evenings of attendance) shall be considered serious misconduct. Therefore, that unit member may be subject to discipline as long as such discipline is authorized under the law at the time the disciplinary action occurs.
4. Discipline may include suspensions of pay (not to exceed fifteen (15) working days). A suspension shall not reduce or deprive the unit member of seniority or any fringe benefits. The degree of discipline administered must be reasonably related to:
 1. The seriousness of the employee's offense.
 2. The record of the employee in his/her service with the District.
 - A. If the District makes initial determination that there is just cause for disciplinary action, the employee shall be given written notice in a timely manner, within five (5) working days of the alleged violation. This notice shall contain a description of the conduct and the date on which it allegedly occurred. The notice shall be given in person or by registered/certified mail to the last known address of the employee.

- B. Upon receipt of the notice of the alleged violation, the employee may request a conference with the individual who signed the notice. Request must be made in writing within five (5) working days of the receipt of the notice and the conference shall be held within five (5) working days from the time of receipt of the request. The purpose of the conference is to allow a resolution of the alleged violation.
- C. If a conference is not desired, the employee shall have five (5) working days from notice of the alleged violation within which to present a response.
- D. Within ten (10) days after the conference, if held, or within ten (10) days of the response from the employee, the supervisor shall consider the matter and transmit a written decision to the employee.



<p style="text-align: center;">ARTICLE XXI SUMMER SCHOOL</p>
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1. For the purposes of this contract, recognition and representation of Summer School certificated staff shall be limited to wages, hours of employment, assignment, safety conditions of employment and grievances arising out of these enumerated items.
2. Posted vacancies for Summer School shall state:
 - a) Type of position, grade level.
 - b) Location(s), i.e., School, District Office.
 - c) The official posting date and time.
 - d) Closing date for applicants: Five (5) schools days after the opening date.
 - e) Dates of assignment with total number of days in assignment.
 - f) A description of the job for special positions only.
 - g) The person to contact.
 - h) Notice stating wages are subject to Social Security withholding.
 - i) Dates of required/paid inservices.
3. The District shall provide the applicant the opportunity to rank his/her choice of school and three (3) choices of grade level.
4. Every effort shall be made to employ members of the bargaining unit as Summer School Teachers-in-Charge. In the event that there are not sufficient qualified applicants to fill the positions, there will be a second posting within the District. Every effort shall be made to interview and hire no later than April 15. A representative of SETC shall be included as a member of the Teacher-in-Charge selection committee. This representative shall be appointed by the SETC.
5. Every effort shall be made to select and staff positions by May 1. Assignments shall be made in writing to applicants no later than two (2) weeks after staffing is made.
6. Staff positions, other than Teachers-in-Charge, Resource Teachers and positions requiring special credentials shall be hired according to seniority within each of the following categories and in the following order: Present personnel with contracts, newly hired personnel and then out of District personnel. When two (2) or more employees have the same seniority, selection shall be decided by lot. Seniority shall mean the cumulative time served from the date of hire in any position represented by the SETC.
7. All Summer School personnel shall be compensated at the hourly rate for their position for District required activities in addition to the standard instructional day, such as open house, evening programs, field trips, inservice meetings.

8. Every effort shall be made not to schedule an inservice on a holiday or on a holiday weekend. If one is scheduled under these circumstances, attendance shall be optional.
9. If a Summer School site must consolidate staff due to enrollment patterns, the following order of selection shall be followed:
 - 1) Volunteers (by seniority, or in a case of a tie, by lot)
 - 2) Out of district personnel (by lot)
 - 3) Newly hired personnel (by lot)
 - 4) Current bargaining unit members (by reverse seniority, or in case of a tie, by lot)
10. Compensation Formula - Summer School Teachers
 - A. Classroom Teacher
 1. Hourly rate x hours per day x number of school days. One-half (1/2) hour shall be for extra duties.
 2. An additional two (2) hours for each assigned week of teaching; one-half (1/2) hour to be used for faculty meetings.
 3. The administrator-in-charge of Summer School may authorize additional time at the established hourly rate.
 - B. Teacher-in-Charge
 1. Hourly rate x hours per day x number of school days.
 2. Additionally: Twenty-one (21) hours or four (4) hours per each assigned work week, whichever is greater.
 3. An additional one and one-half (1-1/2) hours per instructional day for extra duties.
 4. The administrator-in-charge of Summer School may authorize additional time at the established hourly rate.
11. The length of school day for summer school shall not be less than the minimum or more than the maximum established by current laws and regulations.



**ARTICLE XXII
YEAR-ROUND EDUCATION**

REMOVED FROM CONTRACT 2012-2013

**ARTICLE XXIII
SAVINGS**

If any provision of this Agreement or any application thereof to any employee is held by the highest court of the State or by a Federal court to be contrary to law, then such provision or application will be deemed invalid, to the extent required by such court decision, but all other provisions or application will continue in full force and effect.



**ARTICLE XXIV
COMPLETION OF MEET AND NEGOTIATE**

During the term of this Agreement, both the District and the SETC agree that further negotiations on any subject or matter, whether included in this Agreement or not, will not be conducted unless mutually agreed upon by both SETC and the Board.



**ARTICLE XXV
DURATION OF AGREEMENT**

The provisions of this Agreement will remain in effect for two (2) years, from July 1, 2017 to June 30, 2019 with no reopeners except as may be expressly provided in writing elsewhere. At that time, Article XV, Salary, and Article XII, Benefits, will be open for negotiations. Additionally, each side will have one (1) re-opener for contract negotiations.

Salinas Elementary Teachers' Council



President, SETC

Salinas City Elementary School District



President, Board of Education



SETC Chairperson, Negotiations



Board Representative

MEMORANDUM OF UNDERSTANDING
Between the
Salinas City Elementary School District
And the
Salinas Elementary Teachers' Council

July 7, 2015


For the 2015 - 2016 school year and through full implementation of Local Control Funding Formula (LCFF) (currently 2020), Salinas City Elementary School District and Salinas Elementary Teachers' Council intend for the District to be in compliance with the LCFF as interpreted by subsequent guidelines and regulations of the California Department of Education (CDE).

The parties acknowledge that as a condition of receiving the additional funding grant for TK-3 Class Size Adjustment under the LCFF, the District is required to make progress toward maintaining an average class enrollment of not more than 24 pupils in TK-3 for each school site.


Under this alternative agreement, the District agrees to make District-wide progress towards the 24:1 goal of the LCFF, but the amount of progress will not be tied to the formula set forth in Education Code and class sizes may exceed those set out in the LCFF.

During this agreement, if there are any changes to the LCFF, either the District or SETC may request to meet and, if necessary, modify this agreement.


President, SETC


President, Board of Education


Negotiations Representative, SETC


Negotiations Representative, SCESD


Side Letter Agreement
between
Salinas City Elementary School District (SCESD)
and
Salinas City Elementary Teachers' Council (SETC)
September 20, 2012

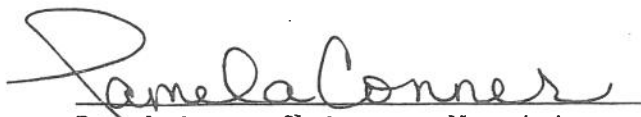
Additional Assignments

General Guidelines for Additional Assignments

- A. When opportunities occur for additional assignments beyond the scope of the bargaining members' current job description and hours of employment, it will be the intent of the principal/department administration to select bargaining unit members so that their skills and abilities are coordinated with the district's needs.
- B. Additional assignments opportunities will be uniformly posted at sites with a clear description of the job responsibilities and specific requirements as listed below.
Posted vacancies for additional assignments will include:
1. Type of position, grade level
 2. Work location(s)
 3. Official posting date and time
 4. Closing date for applicants: Forty-eight (48) hours after the opening date
 5. Duration of assignment including specific dates and/or the total number of days/hours required
 6. Description of the assignment requirements
 7. Description of the assignment duties and responsibilities
 8. District contact person
 9. Notice stating compensation
- C. Bargaining Unit Members apply for additional assignments on a CSD 60a.
- D. Applications must be received by the closing date and time.
- E. When assigning bargaining unit members, principal/department heads will take into consideration bargaining unit members' preference and any appropriate credentials, certificates, experience, content and knowledge, language level, and skills that support the position and/or site. Bargaining Unit Members will be notified by the principal/department administration of the outcome within ten (10) days. An additional assignment request will not be denied arbitrarily.

Salinas Elementary Teachers' Council


Carol Rodriguez, President, SETC


Pamela Conner, Chairperson, Negotiations

Salinas City Elementary School District


Robert Hoffman, President, Board of Education


Pat Willingham, Board Representative

Memorandum of Understanding
between
Salinas Elementary Teachers' Council (SETC)
and
Salinas City Elementary School District (SCESD)

October 20, 2014

For the additional hour of paid time in Article V, Hours of Employment, paragraph 2.K, it is our understanding that substitute lesson plans include:

(available in the classroom)


- student roster(s) and seating chart(s) for each group of students
- classroom daily schedule
- classroom management system or procedures
- general classroom procedures
- classroom rainy day recess procedures
- schedules/information for special needs students
- location of materials needed for the day's activities and emergency backpack

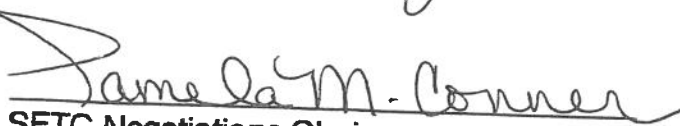
(submitted to the principal)

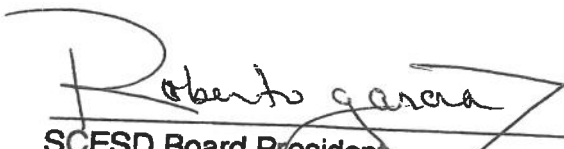
- daily plans including times with specific instructions or procedures for all activities and assignments

The office staff and administration provide:

- classroom key
- attendance roster
- school map
- emergency procedures and evacuation route (fire, earthquake, lockdown drills)
- school's daily schedule
- yard duty schedule and map
- school's rainy day lunch procedures and/or schedule
- current health alerts


SETC President


SETC Negotiations Chairperson


SCESD Board President


SCESD Negotiations Chairperson

Side Letter of Agreement
Salinas Elementary Teachers' Council (SETC)
and
Salinas City Elementary School District (SCESD)
For the school years 2018-2020

mdalpaner
TA 5/22/18
[Signature]

This Side Letter of Agreement will be added to the permanent Article V in the 2020/2021 Master Agreement between SETC and SCESD unless either side makes a written request to renegotiate regarding any concerns. Requests to renegotiate must be made in writing by January 31, 2020.

EXTENDED DAY KINDERGARTEN PROGRAM

All of the rights and responsibilities of Article V—Hours of Employment will remain in effect with the following modifications:

1. Instructional Minutes for 2018-2019 and 2019-2020:

a. Instructional Minutes Per Day: Weeks 1-5: Regular and Early Release Days

Kindergarten	200 minutes
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b. Instructional Minutes Per Day beginning Week 6: Regular and Early Release Days

Extended Day Kindergarten	255 minutes
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c. These are minimums and may be adjusted by the District at all school sites so as to not reduce the total instructional minutes for the year.

Extended Kindergarten not to exceed 44,745 minutes per year

2. The morning relief and lunch periods will be decided in the same manner as 1st – 6th grades. The site administrators will provide kindergarten teachers with a recess duty schedule including provisions for student supervision.
3. When classroom enrollment in kindergarten exceeds 24, kindergarten teachers will be entitled to the Class Size Stipend provided in Article IX, Paragraph 1D.
4. The District will make a reasonable effort to provide at least 90 minutes of instructional aide support to Kindergarten classes. The district will be responsible to post the positions and follow the hiring process. A reasonable effort will be made to employ instructional assistants before the first instructional day of the school year.
5. Teachers will follow the conference schedule for grades 1st-6th.

6. Site Administrators and extended day kindergarten teachers will mutually agree to regular assigned duties for the completion of the workday minutes (as defined as the difference between kindergarten instructional minutes and grades 1st-3rd instructional minutes).
7. Before the end of the school year, the district will share any data including common assessments, gathered to determine the impact of the increase in instructional time in kindergarten.

Dated: May 22, 2018

Memorandum of Understanding
between
Salinas City Elementary School District
and
Salinas City Elementary Teachers' Council
INCENTIVE COMMITTEE

The Salinas City Elementary School District (District) and the Salinas City Elementary Teachers' Council (SETC) agree to create a Committee to review recruitment and retention incentives for certificated employees who possession special education authorizations and bilingual authorizations. The Parties agree to the following:

1. The Committee will consist of eight (8) members with an equal number of administrators and teachers. The District and SETC shall be responsible for appointing the members of their respective teams. There shall be at least one teacher who is bilingual and teaching in a bilingual classroom and at least one teacher who is in the special education program.
2. The District and the SETC shall provide each other with the names of their designated committee members no later than August 30, 2018. The Committee members may not be changed unless there are extraordinary circumstances or otherwise agreed by the Parties. If a committee member is unable to continue, the team from which the member belongs shall be responsible for finding their replacement.
3. The Committee shall have a first meeting no later than September 14, 2018 unless the Parties may subsequently agree.
4. The Committee shall be responsible for determining the dates that they will meet.
5. The Committee will operate by consensus to the extent possible and will set and memorialize Committee Norms. If consensus cannot be reached, the Committee agrees to go with a majority vote.
6. The goal of the Committee is propose ideas for the recruitment and retention of special education personnel and teachers who are certified to teach in bilingual programs.
7. The Committee shall provide regular updates on progress to the SETC and the District. The Committee's recommendations shall be subject to negotiations by the SETC and the District negotiation.
8. The Committee shall make its recommendations no later than November 1, 2018. In the event that recommendations cannot be agreed upon by the Committee prior to November 1, 2018, the SETC and the District negotiation teams shall meet to draft a new MOU or negotiate a incentives without the recommendations from the Committee.

May 22, 2018

SALINAS CITY ELEMENTARY
SCHOOL DISTRICT

 5/22/2018

SALINAS CITY ELEMENTARY
TEACHERS' COUNCIL



Memorandum of Understanding (MOU)

between

Salinas City Elementary School District

and

Salinas City Elementary Teachers' Council

PERSONALIZED PD COMMITTEE

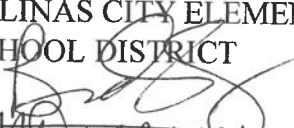
The Salinas City Elementary School District (District) and the Salinas City Elementary Teachers' Council (SETC) agree to create a Committee to review, study and make recommendations for the purpose of increasing the work year by one day for personalized professional development which may consist of online learning, on site learning, off site learning or some other form. The Parties agree to the following:

1. The Committee will consist of six (6) members with an equal number of administrators and teachers. The District and SETC shall be responsible for appointing the members of their respective teams. Those appointed to the committee shall have experience in planning and developing professional development for teachers.
2. The District and the SETC shall provide each other with the names of their designated committee members no later than August 30, 2018. The Committee members may not be changed unless there are extraordinary circumstances or otherwise agreed by the Parties. If a committee member is unable to continue, the team from which the member belongs shall be responsible for finding their replacement.
3. The Committee shall have a first meeting no later than September 14, 2018 unless the Parties may subsequently agree.
4. The Committee shall be responsible for determining the dates that they will meet.
5. The Committee will operate by consensus to the extent possible and will set and memorialize Committee Norms. If consensus cannot be reached, the Committee agrees to go with a majority vote.
6. The goal of the Committee is to propose a structure for personalized professional development that may include online learning, on-site learning, off-site learning and/or other means to personalize professional development which may be done on a day that is added to the work year calendar beginning in the 2019-2020 school year.
7. The Committee shall provide regular updates on progress to the SETC and the District. The Committee's recommendations to SETC and the District shall be subject to negotiations by the SETC and the District negotiation.

8. The Committee shall make its recommendations no later than January 1, 2019. In the event that recommendations cannot be agreed upon by the Committee prior to January 1, 2019, SETC and the District negotiation teams shall meet to draft a new MOU or negotiate professional development days without the recommendations from the Committee.

May 22, 2018

SALINAS CITY ELEMENTARY
SCHOOL DISTRICT

 5/22/18
W. Daepano 5/22/18

SALINAS CITY ELEMENTARY
TEACHERS' COUNCIL

 5/22/18

TENANTIVE AGREEMENT

Salinas City Elementary Teachers' Council
and
Salinas City Elementary School District

MDaigano
TA *5/22/18*
del

ARTICLE XVI CO-TEACHING 2018/2019 & 2019/2020

This Side Letter of Agreement will be added to the permanent Article XVI as Co-Teaching in the 2020/2021 Master Agreement between SETC and SCESD unless either side makes a written request to renegotiate regarding any concerns. Requests to renegotiate must be made in writing by January 31, 2020.

The Salinas City Elementary School District ("District") and the Salinas Elementary Teachers' Council (SETC), hereby agree to the implementation of a Special Education co-teaching program on the following terms and conditions:

1. DEFINITION OF CO-TEACHING TERMS

For purposes of this program, co-teaching is two qualified teachers (one general education and one special education), sharing responsibility for planning, delivering, and evaluation of instruction to a group of students with and without IEPs in the same classroom. The special education and the general education teacher will co-teach during the instructional time that the students from the Special Day Class are included in the general education class. The amount of time per day will be decided by the co-teachers based on the needs of both students and teachers.

2. PARTICIPATION

- A. The District will conduct a meeting for teachers at each school site where co-teaching may occur to explain the program, the expectations and answer questions that may arise. The meeting will take place prior to the date the preference sheets must be returned.
- B. Participation in the co-teaching program will be voluntary and require a commitment of one school year.
- C. The Special Education students will be on the official class roster of the Special Education teacher. The General Education students will be on the official class roster of the General Education teacher.

- D. The combined number of students in the co-teaching classroom will not exceed 34 students in grades 1- 6 and 30 in Kindergarten. When the number of students in the co-teaching classroom exceeds these maximums, Paragraph 1D of Article IX shall be applied. There shall be two certificated employees in a co-teaching classroom at all times unless otherwise mutually agreed to by the two co-teachers.
- E. The size of the classroom will be taken into consideration in determining participation. Furnishings and materials will be adequate to meet the needs of the students in the co-teaching classroom and equitable to general education student at the site. Prior to the implementation of the co-teaching model, it will be determined if the teachers will share one classroom or if each will maintain their own classroom.
- F. Co-teaching classes will maintain the same level of instructional aide support as in a traditional Special Day Class.

3. TRAININGS

All relevant staff, including related service providers, general education teachers, and site administrator(s) will receive ongoing training on "co-teaching practices" as well as specific information of the needs of the student(s) involved. Relevant information will be provided to the team members as soon as possible. Information will include the rights/responsibilities of each team member and how the IEP will be/is being implemented along with the student's progress in a least restrictive environment.

All bargaining unit members participating in the co-teaching program will be attending trainings with the Inclusion Collaborative at the District Office. Required trainings will be during the work day. The required trainings will not exceed the Staff Development /Additional Workday, 360 minutes.

4. PLANNING

The general education teacher and special education teacher will be paid for up to two (2) hours each week to collaborate beyond the workday. The collaboration times will be mutually agreed upon by the general education teacher, the special education teacher, and the site administrator or his/her designee.

5. REVIEW OF CO-TEACHING

At the end of each school year, general education and special education teachers who have been co-teaching under this model and SETC president will be invited

to meet with the Director of Special Education to review and discuss successes and challenges experienced in the course of the school year. Evaluation criteria development by the Director of Special Education is attached to this agreement.

DATED: May 22, 2018