

Saratoga Teachers' Association Contract

*2021-2022
Through
2023-2024*

Updated:07/01/23

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AGREEMENT

THIS AGREEMENT is made by and between the SARATOGA UNION SCHOOL DISTRICT ("District") and the SARATOGA TEACHERS ASSOCIATION ("Association"), unified chapter of the California Teachers Association, National Education Association and an employee organization as defined in Section 3540.1 of the Government Code of the State of California.

The prime objective of this Agreement is to set forth the working conditions and environment that shall lead to a quality education for the students of the Saratoga Union School District.

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I

AUTHORITY AND TERM OF AGREEMENT

1. The provisions contained herein constitute a bilateral and binding agreement "Agreement" between the District and the Association.
2. This Agreement is entered into pursuant to Chapter 10.7, Section 3540-3549 of the Government Code (Act).
3. The term of this Agreement shall be July 1, 2018 through and including June 30, 2021, and thereafter shall continue in full force and effect until such time as a new Agreement has been adopted.
 - a. Reopener negotiations shall occur for the third year of this Agreement (the 2020-2021 school year) over Article XIX (Compensation and Benefits) and up to two (2) additional articles selected by each party. Such proposals shall be submitted to the Board of Trustees for public notice procedures in sufficient time to commence negotiations not later than April 1, 2020 unless the parties agree in writing to a different date.
 - b. The parties shall commence negotiations when legal requirements have been met as provided in Article III - Negotiations Procedures, of this Agreement. All provisions of this Agreement which are not the subject of any such negotiations, shall continue in full force and effect during such negotiations and thereafter until the Agreement is terminated or such provisions are modified as provided herein.
4. Upon timely notification but no later than May 31, 2021 either party shall notify the other in writing of its request to modify, amend, extend or otherwise re-negotiate the provisions of this Agreement.
5. The effective date of this Agreement shall be the date following ratification and approval by the membership of the Association and the District's Board of Trustees on which it is executed by both parties.
6. Within thirty (30) days of the date of execution of the Agreement, the Association shall have copies of this Agreement prepared for the use of the bargaining unit and the District. The District shall provide a copy of this agreement to each new bargaining unit member upon employment.

ARTICLE II

RECOGNITION

1. The District confirms its recognition of the Association as the exclusive representative for the purposes of meeting and negotiating for non-management, certificated employees.
2. All other employees of the District not specifically included with the previously defined bargaining unit are excluded.
3. As used in this Agreement, the term "Unit Member" shall be deemed to refer to a member of the bargaining unit representing the Association.

ARTICLE III

NEGOTIATION PROCEDURES

1. If any modification, amendment or re-negotiation of any provisions of this Agreement is requested by either party, as provided in Article I, Authority and Term of Agreement, the District and the Association shall, following completion of the procedure set forth in Article I, Authority and Term of Agreement, meet and commence in good faith and in accordance with applicable requirements of law, the negotiation of the matters that are within the scope of representation as defined in Section 3543.2 of the Act, and subject to re-negotiation as provided in Article I, Authority and Term of Agreement. Such negotiation shall in any event include the negotiation of appropriate negotiating procedures. Any agreements that are made between the District and the Association shall be reduced to writing and shall become effective at such time as the parties shall agree. Negotiation meetings shall take place at mutually agreeable times and places.
2. Both District and the Association may discharge their respective duties and under this Article III - Negotiation Procedures, by means of authorized officers, individuals, representatives, or committees. Either party may at its cost also utilize the services of outside consultants of its choice for any such negotiations.
3. Up to six (6) representatives of the Association shall have the right to receive reasonable periods of release time without loss of compensation to attend negotiation meetings with the District.
4. The District shall furnish the Association with two copies of all reports prepared by the District for public distribution or dissemination that have potential impact on the District's budget.

ARTICLE IV

PERSONNEL FILES

1. The District shall maintain at its principal administrative office a permanent personnel file for each unit member. As used in this Article IV - Personnel Files, the phrase "personnel file" shall be deemed to refer to such permanent personnel file.
2. Materials in a personnel file that may serve as a basis for affecting the status of employment shall be made available for inspection by the unit member. Each employee shall have the right to inspect such materials upon request, provided that the request is implemented at a time other than during the regular teaching day.
3. Information of a derogatory nature shall not be entered or filed by the District in the personnel file unless and until the unit member is given notice and an opportunity to review and reply. An employee shall have the right to enter, and have attached to any such derogatory statement, his/her own comments.
4. The provisions of paragraphs 2 and 3 above shall not apply to, and the District shall not be obligated to make available to a unit member for inspection as provided in paragraph 2 or for review and comment as provided in paragraph 3, ratings, reports, or records which (i) were obtained prior to the employment of the person involved, (ii) were prepared by identifiable examination committee members, (iii) were obtained in connection with a promotional examination, or (iv) constitute confidential minutes, reports or other writings, and related materials, prepared or relating to a matter or unit member, provided a hearing or other meeting of the District's governing Board was held with respect thereto at which time the unit member was present and had an adequate opportunity to participate and state or document the unit member's position.
5. The person or persons who prepared material placed, or to be placed, in a unit member's confidential personnel file shall sign the material and signify the date on which such material was prepared. The unit member shall be notified before material is placed in his/her file.
6. A unit member shall be provided, at his/her cost, a copy of any material in his/her personnel file specifically requested by the unit member. A unit member may authorize a representative of the unit member to exercise on behalf of the unit member any of the unit member's rights under this Article, provided, however, that such authorization shall be in writing and limited in scope and time to specific documentation in the unit member's file and specific periods of time for access thereto which shall not exceed one (1) week, are authorized.
7. The District shall maintain a log indicating the persons who have had access to a personnel file and the dates thereof.

8. Supervisors and other District management personnel may maintain working files with respect to unit members. Before any material of a negative or derogatory nature may be used in a manner which may affect the status of a unit member's employment, the unit member shall be given an opportunity to present a written comment and the material and comment, if any, added to the personnel file. At the time of a unit member's formal evaluation, the unit member shall be given the opportunity to review the material with respect to such unit member in a working file and add any written comments as the unit member wishes. Working file material shall be dated and shall be destroyed after a period of no longer than two (2) years.
9. Access to working files or to personnel files shall be limited to the members of the District Administration on a need to know basis. Members of the District's Governing Board may review a unit member's file at a personnel session of such Board. With respect to classification matters (i.e. probationary and permanent employee status) files of unit members may be reviewed by Board members individually.
10. Material in a unit member's personnel file may be removed in accordance with applicable laws and regulations. Items of a derogatory nature may not be removed from any personnel file. Items that are proven to have been in violation of the contract may be removed after the grievance procedures set forth in Article VII have been completed. (See title 5, California Code of Regulations section 16023.)
11. Insertion of material in a unit member's personnel file shall be deemed to mean the placing of written material in the file for the purpose of retaining it as a permanent record. Evaluations or other documents which are reviewed with a unit member, or signed by the unit member, with or without comment by the unit member, may be inserted in a unit member's personnel file and the working file maintained by the unit member's immediate supervisor without further notification to the unit member.
12. Unless otherwise requested by the affected unit member, no record of assistance or remediation shall be placed in the personnel file of a unit member who seeks assistance from the person(s) who coordinates in-service programs for the District.

ARTICLE V

ASSOCIATION AND UNIT MEMBER RIGHTS

1. Participation in the Association: The District and the Association recognize the right of the employees to form, join and participate in lawful activities of employee organizations as defined by law and the equally alternate right to refuse to form, join or participate in employee organization activities. Neither the District nor the Association will interfere with, restrain or coerce unit members because of their exercise of rights guaranteed by law.
2. Use of Facilities: The Association shall have the right to make use of District facilities at reasonable times for the purpose of Association meetings concerned with the exercise of rights provided in the law. The District may permit the Association to utilize the business equipment of the District when such equipment is not otherwise in use and when such utilization is deemed appropriate by the District. Such equipment shall include computers, copy machines, other duplication equipment, calculators, and audio-visual equipment. Utilization of facilities and equipment by the Association shall be subject to such regulations and other provisions including rent, cost and expense reimbursement as the District may deem appropriate. Such regulations and provisions shall be no more restrictive than those under which such facilities and equipment are made available to other organizations or groups considering size, expected use, benefit from or affiliation with the District, and other appropriate factors.
3. Unit Member Mailboxes/E-mail/Network: The Association shall be permitted use of the unit member mailboxes, and e-mail for communications to unit members consistent with e-mail addendum. Materials on professional development and educational opportunities may be placed in a unit member's box by the District or the Association.
4. Association Business: The business of the Association shall be conducted by the Association and representatives of the Association so that it does not interfere with the educational process.
5. Board Packet: At the request of the STA President, the District shall furnish to three (3) Association members designated by the Association, copies of the board packet, either digitally or hard copy, for scheduled meetings, excluding matters scheduled for closed session.
6. Association President's Leave: The President or designee of the Association shall be granted release time the equivalent of one (1) day per month for the purpose of conducting Association business. Such release time shall be subject to (i) controls as adopted by the Association regarding frequency and duration of said release time, (ii) the release time adheres to the provision of paragraph 4 above, (iii) the Association shall communicate said release time dates to the District by the first of every month, and (iv) the Association pays the cost of a substitute teacher for the duration of any absence resulting from such release time. The District is to bill the Association monthly for the release time used.
7. Attendance at Administrators' Meetings: When attendance is requested by the District, the District shall provide a substitute teacher in order to enable a representative of the Association to attend meetings of administrators, when such meetings occur during the school day.
8. Employee Information and Access:

- a. Within 30 days of the beginning of the school year the district shall provide the Association with unit member information, with updated information at least every 30 days, to indicate changes in hiring or contact information.
 - i. Information provided will be:
 - Name
 - Home Address
 - Phone Numbers – work, home and cellular
 - Personal (non-District) Email Addresses (if on file)
 - School Site
 - Grade Level/Assignment
 - Date of Hire
 - Seniority Date
 - Full time Equivalent (FTE) status
 - Employment Status (i.e., Probationary, Permanent, Temporary, etc.)
 - Type of Credential (i.e., Clear, Preliminary, Short-Term Staff Permit, Provisional Internship Permit “PIP” or College Internship, etc.)
 - b. The Association shall have access to beginning of the year new hire orientation/on-boarding meetings, with 30 days prior notice for date, time and location for up to 45 minutes of uninterrupted time.
9. Board Agendas: The District shall place on the agenda of a regularly scheduled meeting of the District's Governing Board, as an item of "New Business," any matter requested by the Association. Requests for agenda items shall be submitted to the District Superintendent and be made in sufficient detail for the Superintendent to determine the nature of the matter and the meeting time that may be required. The item shall be placed on an agenda for a future meeting as time and circumstances permit; however, if the District determines the matter can be more appropriately considered in closed session, and the matter is one with respect to which the District's Governing Board can meet in closed session, the matter shall be considered at such a session as scheduled by the District.
10. Texts and Materials: The Administration at each school site shall provide the necessary and appropriate texts and materials, and equipment for each classroom. Basic equipment lists will be mutually developed by the District and Association. Unit members will make the supply requisitions for the next year known to the school site administrator no later than June 1st.
- a. Every effort will be made to have supplies available for the classroom two (2) weeks before the opening day of school. Back-ordered items will be identified and availability dates identified.
 - b. Should a unit member move to a new grade level, classroom, or school, the Administrator will provide support in gathering supplies, appropriate textbooks, moving personal classroom effects, arranging furniture, etc. The intent of this support is to free the unit member to concentrate on educational rather than logistical matters. Support implies custodial help in moving and packing of all school owned property. The District and the Association will agree on moving procedures as described in Article XIII of this contract.

- c. Every effort will be made to have textbooks available by the first teacher attendance day.
 - d. At each site of instruction the District shall make every effort to provide adequate storage space for all teachers' supplies.
11. Class Preparedness: The Administration shall be responsible for all classrooms and teaching areas being prepared for the opening day of school. Classrooms will be ready for unit member occupancy two (2) weeks before school opening.

Such preparedness shall include:

- a. Cleanliness of classrooms and placement of chairs, desks, and heavy furnishings, convenient for individual unit member arrangement.
 - b. Cleaning, marking and repair of courts and playing fields prior to the opening day of school. Lining specifications and necessary repairs must be provided to the Maintenance and Operations Director by the close of school in June.
 - c. When special equipment set up is required, the District will meet with teachers to make special arrangements for compensation and special assistance as needed.
12. Substitutes: Whenever possible a unit member shall have the right to request and be granted that a specific substitute be, or not be, assigned to his or her class.
13. Aides: Assignment of an instructional volunteer or teacher aide to a unit member shall be according to the following:
- a. Unit members shall be involved in the interviewing of such aides, and the duties performed by an aide shall be as directed by the unit member to whom the aide is assigned, subject to the aide job description and directives of the principal or director.
 - b. The District shall respond to a request for an aide within five (5) working days.
 - c. Unit members will participate with the District in an evaluation of any aide working in their classroom. If the unit member believes the aide's performance is not satisfactory, the District will be notified promptly. An action plan will be developed within five (5) working days by the unit member, the aide and the District. Unit members may assist in remediation when determined appropriate.
14. Student Teachers: A student teacher shall not be assigned to a unit member without the consent of the unit member.
15. Student Discipline Policies: The unit members at each school shall have the right to provide input to the school's administrators regarding student discipline policy development for the school.

16. Curriculum: The District will consult with the Association prior to piloting programs related to curriculum adoption as provided by Government Code section 3543.2 which provides in relevant part:
- [T]he exclusive representative of certificated personnel has the right to consult on the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks to the extent such matters are within the discretion of the public school employer under the law.
- Unit members shall not be required to participate in such pilot programs except as otherwise agreed to by the parties.
17. District Leadership Team (DLT): A K-8 District Leadership Team shall be created as a vehicle for teacher input on district decisions. Members of the team shall go through a process of self-selection, peer selection and/or administrative selection; subject to confirmation by the Superintendent. The team shall meet regularly for the purposes of:
- Ensuring and facilitating articulation among school sites, grade levels, departments, etc.
 - Establishing long and short term professional development goals (content and timelines), based upon district goals and administrator, teacher and/or student need.
18. Professional Development: The District shall make available to unit members professional development. Such program components shall include, but not be limited to: college or university course work, group experiences such as workshops or lectures, grade level collaboration meetings, and individualized learning programs. Such professional development programs may be held during regularly scheduled work days or hours, and the District shall not by virtue of this provision be obligated to incur any costs or expenses.
- The DLT shall provide input into the selection of professional development programs.
19. Loss of Property: If a unit member brings to school personal property for the performance of the unit member's duties and such property is lost, destroyed or damaged through no fault of the unit member, the District shall reimburse the unit member the cost of the repair or replacement. Such use must be authorized by the site administrator on a form provided by the District and available at each site. Reimbursement is limited to the lesser of (a) the unit member's homeowner's insurance deductible or (b) the District's deductible. The District shall provide a lockable area within the unit members working area. See Appendix 5 for form.
20. Academic and Non-Academic Growth: The District shall provide unit members with information concerning the areas in which they may receive credit for academic and non-academic growth, how they can obtain such credit, and the procedures to be followed. The procedures shall be established by the District in consultation with the Association. If a request for credit is denied by a unit member's immediate supervisor, the unit member will be furnished with a reason for the denial. The request may then be submitted to the District Superintendent and thereafter the District's Governing Board provided the matter is not satisfactorily resolved at the Superintendent level.
21. Faculty Administrative Council: There will be a Faculty Administrative Council at each school. The Council shall be established at the first faculty meeting of each school year. The composition will be determined by each school. Each Council will provide advice and recommendations in the decision making process at each school; however, final decisions shall be made by the District. The Council will

also serve to facilitate communication between faculty and administration. The Council will concern itself with the development and initial implementation of those building policies (that are subject to the approval of the District and will not conflict with District policies) that affect unit members and the instructional program.

22. Exchange Teaching: The District may, with the consent of a unit member, enter into an agreement with the proper authorities of any foreign country or any state, territory or possession of the United States or another district within the State of California for the exchange and employment of regularly credentialed employees.
23. Schedule for Special Programs: It shall be the responsibility of the Administration to consult with teachers to prepare and distribute a coordinated schedule of classes for special programs (K-5). Teachers will receive schedules the week before programs begin.
24. Classroom Visitation: All visitors to the classroom during instructional time will follow visitation procedures mutually agreed upon by the Association and the District. See Article XVIII - K-8 Classroom Visitation Guidelines.
25. Academic Freedom: Academic freedom shall be guaranteed to unit members in the study, investigation presentation, and interpretation of facts and ideas. These include:
 - a. The right to teach and learn about controversial issues which have economic, political, scientific or social significance.
 - b. The right to use materials that are relevant to the levels of ability and maturity of the students and curriculum of the School District.
 - c. The right to maintain a classroom environment that is conducive to the free exchange and examination of ideas.
 - d. The exercise of academic freedom is subject to compliance with applicable laws and Board-approved curriculum.
26. Resignations: A unit member's notification to the District that he or she intends to resign shall be irrevocable upon receipt by the Superintendent/designee pursuant to Board Policy 4117.2.
27. All disciplinary action shall provide due process rights for the teacher.

ARTICLE VI

ACCEPTABLE USE OF TECHNOLOGY AGREEMENT

1. Technology and Network Access:

The Saratoga Union School District provides staff and students with access to computer equipment, software, and network services. These tools support learning, collaboration, and educational research related to the District curriculum as well as administrative and State mandated functions. All technology and network usage must be consistent with these purposes, Board Policy #4040 “Employee/Volunteer Acceptable Use of Technology,”, and all provisions of law governing the actions of the user.

2. Expectations of Staff:

Technology serves to assist staff in fulfilling job responsibilities. The District expects staff members to use the technology and network services as a learning and work tool, and to attend technology training in order to be able to use it effectively. All staff members should serve as role models in this capacity including the careful stewardship of resources and judicious use of consumables, such as ink, paper and laminating film. It is imperative, also, for staff members to know and enforce the Board Policy #5125 “Student Data Security and Privacy Policy and #6163.4 “Student Responsible Use of Technology Policy,” and to supervise the use of technology in their area. Federal, State, and local laws and District policies and guidelines must be followed. We encourage the use of online resources as educational tools for students; however, we must comply with the request of parents for their child to remain offline.

3. Acceptable Use:

Guidelines concerning the acceptable use of District technology and network services are contained in the Saratoga Union School District Employee/Volunteer Acceptable Use of Technology Policy, Board Policy #4040 and the Acceptable Use of Technology Agreement which is attached as Appendix for reference.

4. Administration and Enforcement: The District’s intent in administering and enforcing Board Policy #4040 is as follows: (2016)

- Although District employees have no expectation of privacy for use of the District email or computer network under Board Policy #4040, it is not the intent of the District to monitor such use in the absence of circumstances giving rise to a suspicion of misuse or criminal activity.
- Although employees may be held responsible for property damage or loss under Board Policy #4040 up to a \$250 deductible, it is not the intent of the District to pursue such reimbursement in the absence of intentional or negligent conduct by the employee.

- Although employees are prohibited from downloading or accessing any content that might disrupt or alter the operation of District technology under Board Policy #4040, it is not the intent of the District to pursue consequences (e.g., discipline or damages) in the absence of intentional or negligent conduct by the employee.

5. Expectations of the District:

In the interest of facilitating meaningful and ongoing technology use in classrooms, the District will provide technical support for all District provided hardware via the tech support team as quickly as possible. If hardware cannot be repaired in a timely fashion, it will be replaced as soon as possible. All necessary supplies (e.g., ink, cords, bulbs) shall be provided for hardware which has been preapproved and purchased by the District.

ARTICLE VII

GRIEVANCE PROCEDURES

1. Grievance: For purposes of this Agreement a grievance shall be deemed to refer to a formal written allegation by a unit member (or the Association acting for itself with respect to a right granted to the Association under this Agreement) that they have been adversely affected by a misinterpretation, misapplication or violation of a specific provision of this Agreement that is not expressly removed from the application of this article. In addition, no grievance may be brought with respect to any matter that is subject to the consent or approval of the District or within the sole discretion of the District under this Agreement.

2. Informal Procedure: Before a unit member files a formal written grievance, the unit member shall attempt to resolve the potential grievance through an informal conference with the unit member's immediate supervisor. Any agreements reached to resolve the potential grievance shall be reduced to writing and signed by both parties.

a. Level One – Immediate Supervisor

- i. If the informal procedures do not resolve the grievance, within fifteen (15) work days after the occurrence of the act or omission which gives rise to the grievance, the grievant, (i.e., the unit member), shall present the grievance in a written statement on the required form to the grievant's immediate supervisor.
- ii. Within fifteen (15) work days after receiving the grievance, the supervisor shall communicate a written decision to the grievant.
- iii. If the grievance is with one's immediate supervisor then it shall be taken to the supervisor's immediate supervisor.

b. Level Two - Superintendent

- i. If the grievant is not satisfied with the decision rendered at Level One, the grievant may appeal the decision to the District Superintendent by delivering to the District Superintendent a written statement of the appeal on the required form within fifteen, (15) work days after the Level One decision is received.
- ii. Within fifteen (15) work days after receiving the appeal, the District Superintendent shall communicate a written decision to the grievant.
- iii. If the grievance is with a unit member's immediate supervisor and the unit member submits the grievance directly to Level Two, the District Superintendent shall have fifteen (15) work days after receipt of such statement to render a decision with respect to the grievance.

c. Level Three - Mediation

- i. If the grievant is not satisfied with the decision rendered at Level Two, the grievant may appeal the decision to mediation by submitting a written statement on the required form within ten (10) work days after the Level Two Decision is received. The statement is to be delivered to the District Superintendent.

- ii. The Superintendent shall contact the State Mediation and Conciliation service within ten (10) workdays after receipt of the appeal statement to request the services of a state mediator to hear the grievance. The District and the Association may agree to request a specific mediator. The District, the Association and the grievant shall make every effort to schedule the mediation as soon as possible.
 - iii. The mediator shall endeavour to assist the parties in resolving the grievance. Any such resolution shall be reduced to writing and signed by all parties. If the grievance is unresolved, the parties may agree to request that the mediator provide a verbal opinion as to the merits of the grievance.
 - iv. All costs for the services of the mediator shall be borne equally by both parties. Other costs of mediation shall be paid by the party incurring the cost.
- d. Level Four - Arbitration
 - i. If the grievant is not satisfied with the decision rendered at Level Three, the grievant may request the Association submit the grievance to arbitration. The Association, acting as representative of the grievant, may, within thirty (30) work days after the conclusion of mediation, submit the grievance to arbitration by written notice to the District Superintendent. In such case, the parties shall request a list of arbitrators from the Mediation and Conciliation Service, State of California.
 - ii. The parties shall select a mutually acceptable arbitrator in the following manner: Beginning with the Association, each party shall alternately strike a name until only one (1) name remains. The remaining name shall then be the arbitrator. If the arbitrator is unable to serve, the parties shall again request an arbitrator through the Mediation and Conciliation Service, State of California.
 - iii. All costs for the services of the arbitrator shall be borne equally by both parties. Other costs in the arbitration shall be paid by the party incurring the cost.
 - iv. Once the arbitrator has been selected, hearing shall commence at the convenience of the arbitrator. Hearings shall be confined to the days as defined in Article VII, Grievance Procedure, Section 2. e. v
 - v. No party in the interest shall be permitted to assert any grounds of evidence before the arbitrator which was not previously disclosed to the other party. The arbitrator shall consider only those issues raised by the parties in interest. The arbitrator is empowered to include in any award such financial reimbursements or other remedies as judged to be proper.
 - vi. Within thirty (30) days after conclusion of the hearing or briefing, the arbitrator shall render an award in writing to the parties in interest, Such an award shall be final and binding on all parties in interest.
- e. General
 - i. The District shall make available the appropriate forms for initializing and appealing of grievances. Failure by a grievant to utilize the appropriate forms or to act at any grievance level within the specified time shall result in an automatic denial of the grievance and constitute a waiver by the grievant of any and all rights the grievant may have pursuant to this Agreement or otherwise with respect to the act or omission which gave rise to the grievance or a potential grievance.

- ii. Each written statement required to be given by the grievant shall be a clear, concise statement of the grievance including reference to the provisions of this Agreement that are alleged to have been violated and the way in which the unit member is alleged to have been adversely affected thereby, the circumstances involved, the decision rendered at the informal conference and the previous grievance level and the specific remedy sought. Each written statement shall also be accompanied by a copy of all previous statements submitted by the grievant and all decisions rendered with respect to the grievance.
- iii. During the time provided at each level of this grievance procedure, either the grievant or the representative of the District involved at such level may require a personal conference with the other.
- iv. If the representative of the District involved at a particular grievance level does not respond within the time period provided for such response, the grievant may, upon expiration of such time period, appeal to the next level.
- v. "Day" as used in this grievance procedure shall be deemed to refer to a workday in which the District's central administrative offices are open for business.
- vi. Grievances may be initiated by:
 - a. The unit member or members directly affected,
 - b. The Association in its own behalf as provided above,
 - c. The Association representing more than one (1) unit member.
- vii. At each level the grievant may be accompanied by, or accompanied and represented by, such representative or reasonable number of representatives as the unit member shall select. The unit member shall bear the cost of any and all representatives employed or utilized by the unit member. The Association may not initiate a grievance for a unit member without the unit member's consent.
- viii. Grievance may be brought and resolved without intervention by the Association. The District shall not agree to the resolution or adjustment of a grievance in which the Association does not participate until the Association has received a copy of the grievance and the proposed resolution, and has been given the opportunity to file a response; the foregoing shall not apply to any grievance of a matter that the grievant considers to be private.
- ix. If the representation at or during a grievance by a representative of the Association is desired by the grievant, the grievant shall notify the District of such fact in writing. Release time shall be granted by the District to participate in the processing of the grievance as shall be agreed to by the District. If the grievant desires representation by a representative of the Association at or during a grievance conference, the grievant shall notify the District in writing. Reasonable release time shall be granted to the grievant and the representative to participate in the processing of the grievance.

Reasonable release time for purposes of the processing of grievances shall be limited to the time for participation in conferences with the District representatives at grievance procedure levels other than Level One. Reasonable release time will only be granted:

- a. In such circumstances in which it is impossible to prepare for or hold the conference other than during normal working hours.
- b. In such manner as minimizing the impact on the education process.
- c. After the District has received a minimum of twenty-four (24) hour prior written notice and been given the opportunity to obtain any substitute teacher who may be required.

- x. Time limits for appeal and decision provided at each level shall begin the day following receipt of the written decision by the parties in interest of the appeal.
- xi. All documents, communications, and records dealing with the processing of a grievance will be filed as a separate part of the unit member's personnel file.
- xii. Except as provided in this article when a formal grievance has been filed, all conferences shall be private and confidential. Prior to a final arbitration decision no aspect of the grievance may be made public without the written agreement of all parties.
- xiii. Time limits given in these procedures may be modified by written agreement of all parties involved.

ARTICLE VIII

PROFESSIONAL DUES AND PAYROLL DEDUCTIONS

1. The Association reserves the right to evoke an agency fee in accordance with the Education Code.
2. With respect to sums deducted by the District pursuant to the authorizations of the unit member in accordance with paragraph 1 above, the District agrees promptly to remit such moneys to the Association, or its designee, accompanied by an alphabetical list of unit members for whom such deductions have been made. An updated list will be provided to the Association within fifteen (15) work days after submission of each payroll, provided any addition or deletion of names has occurred.
3. Upon written authorization from unit members only legally permissible and appropriate deductions are allowed.
4. The Association agrees to furnish any information needed by the District to fulfil the provisions of this Article.

ARTICLE IX

HOURS OF EMPLOYMENT

1. The number of student contact minutes per day shall be established by the Board of Trustees after consultation with the Association. Starting and dismissal times may vary from school to school.

2. Hours of employment for teachers shall be defined as a professional day. A professional day means unit members will be available before and/or after instructional hours in order to fulfill all professional duties (e.g., student support, parent communication, professional collaboration, committee work, etc.). In order to ensure the foregoing availability, unit members shall collaborate with their site administration to establish a fixed schedule of “office hours” of at least 120 minutes per week to occur before or after “instructional hours.” Disagreements over configuration of these schedules shall be referred to the Superintendent and STA President for a final decision. These schedules shall be communicated to students, colleagues and parents.

a. “Instructional day” is defined as the 180 school days that students come to school.

b. “Instructional hours” are defined as the beginning and end of the instructional day for all students at the site, subject to section 2(c) below.

c. The professional day for unit members on a Shared Contract Program, a Part-Time Program, or unit members who teach “A” period shall be determined pursuant to Article X, section 15 (elementary) or 16 (middle school) as applicable.

3. Hours of employment for teachers include participation in school and District professional activities. Duties and responsibilities will be developed jointly by administration and teachers at district and each site's levels and shall be assigned equitably. There may be occasions when extra compensation is deemed necessary for additional responsibilities. These positions and the compensation for such shall be mutually agreed upon among administration and the Association (e.g., Leadership at Redwood Middle School). Refer to Article XVI.

4. It is understood that individual needs and scheduling conflicts may require flexibility. The administrator, staff, and teachers will make a reasonable effort to determine a mutually agreeable time to meet.

5. The regularly scheduled workdays for each school year for the duration of this contract shall not exceed one hundred eighty six (186). The number of student contact days shall not exceed one hundred eighty (180). The scheduling of workdays beyond one hundred eighty (180) shall be established by the District following consultation with the Association. Association members shall serve on the committee that meets annually to recommend the District school calendar for adoption.

6. Non-Student Days

a. Planning and Preparation Days: There will be three (3) contract days designated as workdays for District, school site, and teacher planning and preparation. The time and structure of these days will be mutually agreed upon.

b. Professional Development Days: Teachers and administrators will work together through the District Leadership Team (DLT) to determine the content of these days, which may vary from school to school.

7. Each unit member shall be entitled to one (1) duty-free, uninterrupted lunch period of thirty (30) consecutive minutes each workday.

8. The frequency and duration of relief periods and the scheduling of supervision shall be determined at each site by staff and administrator. It may vary from school to school. Funds will be allocated to hire paraprofessionals to cover the equivalent of one half hour per day per site of playground and/or traffic supervision in order to provide more time for professional duties for teachers.

9. Parent-Teacher Conference Days. The District shall provide minimum days for conferences as follows:

a. Five (5) days for grades TK-5 near the end of the fall trimester.

b. An additional five (5) days for grades TK-K near the end of the winter trimester.

c. An additional two (2) days for grades 1-5 near the end of the winter trimester for conferences requested by parents or teachers.

d. The early release day (currently Wednesdays) in the week immediately preceding the foregoing conference periods shall be used for conference preparation.

10. The last day of instruction before Thanksgiving and December break shall be either a minimum day or a release day for students and teachers. The last day of instruction before summer vacation shall be a minimum day for students.

11. Prep Periods

a. Preparation periods shall be utilized to enhance the educational program. To ensure the safety of District students and personnel, teachers who are off campus during their preparation period due to

circumstances necessitating the conducting of District business or for the unexpected personal reason shall notify office staff.

b. In furtherance of enhancing the educational program and allowing teachers to balance their responsibilities, the purpose of preparation time include but are not limited to:

i. Preparation of materials and other tasks which enable the teacher to perform his/her duties.

ii. Being available to colleagues for collaboration.

iii. Communicating with parents iv. Improving instructional practice.

iv. Improving instructional practice

c. The District shall establish the schedule and method of implementation of such preparation periods. Such methods may include variations from school to school, such as the utilization of substitutes or specialists, or other methods in the best interest of enhancing the educational program. The District shall consider the scheduling of prep period programs in coordination with professional development schedules.

d. Prep periods shall be established by the District and may not be withdrawn without Association's consent.

i. Each full time unit member/position in grades 6, 7, and 8 shall be granted one (1) preparation period per each full school day. Such preparation periods shall be utilized for such purposes as are determined by each individual unit member, within the purposes set forth in 11b above.

ii. Each full time unit member/position in grades K, 1, and 2 shall be granted a minimum of one hundred twenty (120) minutes per week of preparation time after student dismissal.

iii. Each full time unit member/position in grades 3, 4, and 5 shall be granted a minimum of one hundred twenty (120) minutes per week of preparation time within the student instructional day.

a. In the event that a prep teacher is not at school, substitutes will be called for elementary preps.

b. Subject to the exception provided in this section, teachers of grades 3-5 who miss their preparation period on a student instructional day shall be compensated one hour at the short term duty rate set forth in Article XX, section 3. Exception: Preparation periods for grades 3-5 that are missed due to the unavailability of P.E. teacher shall be rescheduled by the District and site principal.

- iv. Special Education unit members shall schedule one hundred fifty (150) minutes of preparation time per week for the purposes set forth in #2 above.
 - v. Teachers of combination classes shall receive one hundred fifty (150) minutes of preparation time per week. For K-2 combination classes some of these minutes can be during the instructional day.
 - vi. At the discretion of the District, additional preparation time may be granted.
 - vii. In addition to regularly scheduled prep periods, unit members may utilize those times when credentialed special unit members are conducting classroom sessions, unless the special unit member or site administrator requests the classroom teacher to be present.
- e. No meetings will be scheduled the day before grades are due, the day before or the day of Back-to-School Night, Open House Night, Visitation Days, conferences, or evening meetings which require teacher attendance, unless mutually agreed upon.
- f. Attendance at Back-to-School Night and Open House Night is required of all classroom teachers as part of their professional duties. In addition, middle school teachers shall be assigned to assist with either student supervision/logistics (e.g., parking etc.) immediately before commencement of the middle school graduation ceremony, or with the graduation ceremony itself.

12. District Camp

- a. District participation in camp will be a mutually agreed upon activity. The unit member involved shall have the option of not attending. If the unit member chooses not to attend, he will be assigned other teaching duties within the District. If a unit member chooses to attend and remain on site overnight, the unit member will receive a stipend of two hundred fifty (\$250) dollars per night in addition to his/her regular salary.
- b. The length of the day for District unit members attending camp but not spending the night shall end one (1) hour past the normal student dismissal time at the home school.
- c. The instructional day at camp will be conducted primarily by camp personnel. District unit members attending with their classes will perform only ancillary duties in conjunction with the program.
- d. Unit members involved in camp on a daytime only basis will receive a mileage reimbursement at the District rate for the distance beyond regular school mileage. Any additional expenses incurred because of attendance at camp will be reimbursed in full by the District.

13. Split Classes When No Qualified Substitute Is Available

In the event that no qualified substitute is available to cover a teacher's absence from work, the site administrator may request or require two teachers each to assume responsibility for half of the absent teacher's students, and the two teachers will share equally the amount of money the District would have paid to a substitute for the period of time the unit members split the absent teacher's class. Splitting a class is a last resort, and the site administrator has the sole discretion to determine how to cover an absent teacher's class under the particular circumstances. The site administrator shall seek volunteers and determine that sufficient volunteers are not available before requiring any teacher to assume responsibility for a split class. A teacher may agree to assume responsibility for a split class and decline to accept the payment provided in this section.

ARTICLE X

LEAVES

1. General Leave Information:

a. Each member shall be entitled to ten (10) FTE days of leave of absence or personal illness or injury during the school year and such days shall be cumulative and carried forward to the succeeding year. Of the accumulated amount, no more than 10 days per year may be used for Personal Necessity Leave (see paragraph 2.a.).

b. As used within this section the term "immediate family" shall be deemed to include the unit member's mother, mother-in-law, father, father-in-law, grandparent, grandparent-in-law, spouse, domestic partner, son, son-in-law, daughter, daughter-in-law, grandchild, brother, brother-in-law, sister, sister-in-law or any other relative or person living in the immediate household of the employee.

2. Sick Leave

a.. Available sick leave may be used for the injury or illness of a unit member's spouse, domestic partner, child, or parent which requires the presence of the unit member.

b. After all leave for personal illness or injury is exhausted, additional leave with compensation shall be available for personal illness or injury for a period not to exceed five (5) months (100 work days) per illness or injury. If the school year terminates before the five-month period is exhausted and the employee cannot return for the subsequent school year because of the same illness or injury, the balance of the original 5 month period will be used in the new school year. The compensation paid to the unit member shall be the unit member's salary less the substitute rate, or, if no substitute is employed, the amount which would have been paid for a substitute at the established regular substitute rate.

c. When an employee has exhausted all available sick leave, including accumulated sick leave, and continues to be absent due to illness or injury for a period beyond the five-month period provided in section 2(b) above, and the employee is not medically able to resume the duties of his/her position, the employee shall, if not placed in another position, be placed on a reemployment list for a period of 24 months if the employee has probationary status, or for a period of 39 months if the employee has permanent status. When the employee is medically able, during the 24-39 month period, he/she shall be returned to employment in a position for which he/she is

qualified. The 24-39 month period shall commence at the expiration of the five month period pursuant to section 2(b) above.

d. The employee is entitled to a new five-month period of extended illness or injury leave in the same year if a new illness or injury occurs.

e. During the period specified in paragraphs a and b the District will continue to provide any medical, dental, or vision insurance coverage which it has been providing the unit member during the school year in which the leave is taken. The three months medical insurance coverage granted by the Family Leave Act shall run concurrently with the coverage in this section.

f. The District may also require a member to provide suitable verification of personal illness or injury if absence is three (3) days or more, or if such leave is used in conjunction with personal necessity leave. If suitable verification is not provided, the member shall be docked pay for such days which shall then be restored to the member's bank of sick leave days.

g. Employees who qualify may apply for additional sick leave from the Catastrophic Leave Bank.

h. Unit members on personal illness or injury leave will keep the District advised as to the nature, severity and expected duration of any personal illness or injury. If requested by the District, a unit member shall not return to work until he/she submits an authorization to return to work signed by a licensed physician.

i. Each member shall contact the District as promptly as possible following knowledge that an absence will be necessary. A member shall not be allowed to return to work and shall be placed on leave without pay if he/she fails to notify the District of his/her intention to return in sufficient time to avoid employing or paying a substitute. Leaves of twenty (20) days or more shall require at least one (1) week's prior notice of return date.

j. For purposes of computing days of personal illness and injury leave, a unit member shall have deducted one (1) or one half (1/2) day from accumulated leave according to whether a half or full day substitute would have filled the absence, even if one is not hired.

3. Personal Necessity Leave:

a. During any school year, a unit member may use, at his/her discretion, not more than ten (10) days (except as provided below) of accumulated sick leave (section 2(a) above) for personal necessity as defined below.

Personal necessity leave is not cumulative year to year.

Personal necessity leave shall be limited to circumstances that the unit member cannot reasonably be expected to disregard, that necessitates immediate attention, and cannot be taken care of after work hours.

Personal days used on PD/SLCT days are subject to review by administration.

b. Personal necessity shall be further defined as:

- i. Death in a unit member's immediate family to extend bereavement leave (Article X, section 1 (b),
- ii. An accident involving the unit member's person or property, the person or property of a member of the immediate family, which requires the unit member's immediate presence,
- iii. Appearance in court as a litigant (other than in an action brought against the District).
- iv. Birth of a child to or miscarriage by a non-spouse member of the unit member's immediate family.
- v. Injury or illness of a member of the unit member's immediate family, which requires the presence of the unit member.
- vi. Religious observances.
- vii. Other personal necessities, including instances of compelling personal importance (consistent with section 3(a) above). In no event may personal necessity leave be used for other paid employment.

c. Members may use one (1) personal necessity day to extend a holiday or break period one time per school year.

- Holidays in a school year are: Labor Day, Veterans Day, Martin Luther King (MLK) Day, and Memorial Day.
- Breaks in a school year are: Thanksgiving Break, Winter Break, February Break, and Spring Break.

d. The unit member shall notify the District of a personal necessity leave at least five (5) work days prior to the date of leave whenever possible, and in no event later than through

the usual method of obtaining a substitute teacher.

- e. No compensation shall be paid to a unit member outside of section 3b nor for days in excess of the permissible number in any school year.

4. Pregnancy Disability Leave:

a. Unit members shall utilize sick leave provided herein for absences necessitated by maternity, miscarriage, childbirth and recovery there from. Such leave shall be on the same terms and conditions as personal illness and injury leave and shall be strictly limited to those conditions specified (e.g., such leave may not be used for child care or child-rearing purposes under section 5 of this Article). The length of such absence, including the date on which the absence shall commence and terminate, shall be determined by the unit member and the unit member's physician; however, the District may require a verification of the nature of the condition and an authorization to return to work signed by a licensed physician. In addition, the unit member shall provide the District written notification at least two (2) weeks prior to date of return.

b. A unit member, upon termination of pregnancy disability leave, shall have the opportunity to request child bonding and/or child-rearing leave. Any unit member on pregnancy disability leave shall notify the District in writing by March 1, if possible, of each year of their intention to return to duty at the opening of the next school term in August.

5. Child Bonding Leave

a. Unit members may elect to utilize up to twelve (12) weeks of child bonding leave occasioned by the birth of the unit member's child, or the placement of a child with the unit member in connection with the unit member's adoption or foster care of the child as provided by the California Family Rights Act (CFRA).

b. For mothers, the twelve (12) week child bonding leave shall commence at the conclusion of any pregnancy disability leave.

c. For non-birthing parents, the twelve (12) week child bonding leave shall commence on the first day of such leave.

d. Pursuant to Education Code section 44977.5, if a unit member exhausts his/her accumulated sick leave prior to expiration of the twelve (12) week child bonding leave, s/he shall be entitled to partial pay as defined in section 2 (b) of this Article, but in no event at less than 50 percent of his or her regular salary. for the balance of the twelve (12) week period.

e. Pursuant to the CFRA, child bonding leave must be completed within one (1) year of the birth, adoption, or foster care placement of a child.

f. Pursuant to the CFRA, leave in this section may be taken non-consecutively. The minimum duration of the leave shall be two (2) weeks, except that employers must grant a request for a leave of less than two (2) weeks' duration on any two (2) occasions and may grant requests for additional occasions of leave lasting less than two (2) weeks

g. The District must be provided with at least thirty (30) days prior notice of intent to take child bonding leave, except in the case of emergency.

h. Pursuant to Education Code section 44977.5, in order to qualify for child bonding leave, unit members must have completed one year (twelve months of service for the District, but are not required to have at least 1,250 hours of service during the previous one year (twelve months) period.

6. Child-Rearing Leave:

a. A leave of absence without compensation or other benefits may be granted to a unit member for child-rearing purposes subject to the provisions of this Section. Contract sharing may also be an option.

b. The unit member shall request such leave as soon as practicable but under no circumstances, except for emergency situations, less than twenty (20) work days prior to the date on which the unit member desires the leave to begin. Such requests shall be in writing and shall include a statement as to the dates the employee wishes to begin and end the leave.

c. The duration of such leave shall consist of the balance of the school year in which granted and shall automatically terminate on June 30, in the school year in which such leave is granted. An extension of the leave for an additional twelve (12) months, may be granted by the District. A second twelve (12) months extension may be granted at the District's discretion for employees of permanent status.

Any unit member on child-rearing leave shall notify the District in writing by March 1, of each year of intention to return to duty at the opening of the next school term in August.

d. A unit member is not entitled to the use of any accrued sick leave or other paid leave while such unit member is on leave for child-rearing purposes.

e. There shall not be a diminution of employment status for a unit member on leave for child-rearing purposes, except that no person shall be entitled to compensation, increments, and

their health and welfare benefits made available by the District to its unit members nor shall the time taken on child-rearing leave count as credit for probationary unit members in earning tenure status. Health and welfare benefits shall be made available to the unit member at his/her expense.

7. Family Medical Leave Act/California Family Rights Act:

Unit members are eligible for leave under the Family Medical Leave Act and the California Family Rights Act. Information covering the various rights and obligations, including those areas where discretion may be exercised by the District and/or unit members will be available in the Human Resources Department. Family Medical Leave Act and California Family Rights Act leaves shall run concurrently with and not in addition to other leaves except for pregnancy disability leave (see section 4).

8. Bereavement Leave:

a. Each unit member shall be entitled to up to five (5) days of leave per bereavement without loss of compensation due to the death of any member of his/her immediate family as defined in section 1(b) of this Article. Additional days of personal necessity leave may be taken in conjunction with bereavement. Bereavement days are not to be construed to be part of an employee's sick or personal necessity leave

9. Industrial Accident Leave:

a. Unit members will be entitled to industrial accident leave according to the provision in Section 44984 of the Education Code for personal injury that has qualified for workers' compensation under the provisions of the State Compensation Insurance Fund.

b. Such leave shall not exceed sixty (60) days during which the schools of the District are required to be in session, or when the unit member would otherwise have been performing work for the District, in any one (1) fiscal year for the same industrial accident. When an industrial accident or illness leave overlaps into the next fiscal year, the unit member shall only be entitled to the amount of unused leave due the unit member for the same illness or injury.

c. Allowable leave may not be accumulated from year to year.

d. Industrial accident or illness leave shall commence on the first day of absence.

e. Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.

f. The District has the right to have the unit member examined by a physician designated by the District to assist in determining the length of time during which the unit member will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved.

When a unit member is absent from the unit member's duties on account of an industrial accident or illness, the unit member shall be paid such portion of the salary due him/her for any month in which the absence occurs as, when added to the unit member's 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.

g. During any paid leave of absence from duty the unit member may endorse to the District the temporary disability indemnity checks received due to the unit member's industrial accident or illness. The District in turn shall issue the unit member appropriate salary warrants for payment of the unit member's salary and shall deduct normal retirement, other authorized contributions and the temporary disability indemnity, if any, actually paid to and retained by the employee for periods covered by such salary warrants so that the total compensation received by the unit member shall not exceed one hundred (100) percent of the amount the unit member would have received in salary had there been no industrial accident or illness.

h. Upon termination of the industrial accident or illness leave, the unit member shall be entitled to the benefits provided in paragraph 1, General Leave, above. For purposes thereof, the unit member's absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the unit member continues to receive temporary disability indemnity, the unit member may elect to take as much of his accumulated sick leave which, when added to his temporary disability indemnity, will result in a payment to the unit member of not more than the unit member's full salary. At least one (1) week's prior written notice of return date shall be provided the District for leaves in excess of twenty (20) days.

10. Judicial Leave:

a. Unit members will be provided leave of absence for regularly called jury duty when subpoenaed to appear as a witness in court, other than as a litigant, for reasons not brought about through the connivance or misconduct of the unit member.

b. The unit member, while serving jury duty, will receive full pay.

11. Military Leave:

Unit members shall be entitled to all rights and privileges conferred by state and federal laws related to military service and veteran status.

12. Legislative Service Leave:

Each unit member elected to the Legislature of the State of California shall be granted a leave of absence from the District in accordance with Education Code section 44801.

13. Sabbatical Leave:

Leaves of absence for the purpose of engaging in study or travel by any unit member which will benefit the District and its students may be granted by the District in accordance with limitations provided by statute including Sections 44966 through 44974 of the Education Code.

14. Leave for Conferences and Visitations:

Leaves of absence for the purpose of attending educational conferences or visiting other schools with the objective of inspiring better leadership and promoting the continued improvement in the District's educational program may be granted by the District.

15. Other Leaves of Absence:

a. Upon recommendation by the District's Superintendent the District may grant additional leaves of absences without compensation or other benefits.

b. Leaves under this section may be granted for one year and may be extended by a period of up to two years, at the discretion of the Superintendent. Extenuating circumstances of the employee and the number of temporary teachers in the District will be considered when a request is made.

c. The application for such leave of absence shall be in writing and, except in hardship or emergency cases, made on or before February 1, preceding the school year in which the unit member desires to take the leave of absence. Applications submitted by February 1, shall be acted upon no later than the following March 15.

d. Unit members granted a leave are expected to fulfill the purpose for which the leave was granted. A unit member on leave shall send written notice to the District of the expected date of return at least thirty (30) days prior to the expiration of the leave. In no event shall this notice be given later than March 1, preceding the commencement of the school year in which the unit member expects to return. If the unit member fails to fulfill the purpose for which the leave was granted, except for reasons beyond the unit member's control or if the unit member fails to notify the District of the unit members expected return, this shall be considered an abandonment by the unit member of employment and the employment rights and benefits of the District.

e. Health and welfare benefits shall be made available to the unit member at his/her expense.

16. Shared Contract Programs:

a. The District and Association have agreed to provide for shared contracts for unit members at elementary schools. Such a program shall not interfere with the quality or consistency of the instructional program and must have the approval of the Superintendent. All shared contracts approved for or after the 2018-2019 school year shall not exceed three (3) consecutive years.

b. Unit Members who enter into a shared contract will be considered on a partial leave, equal to the percentage full-time equivalent (FTE) service being provided by the partner teacher. For example, if a 1.0 FTE unit member in a shared contract to provide .6 FTE service would be on a .4 FTE leave of absence, with the partner teacher providing .4 FTE service. Upon dissolution of the shared contract, should either member wish to return to full time status, the member will be considered as returning from a leave, and will be placed following the assignment and transfer guidelines set forth in Article XIII.2.c.iv.c, and in Appendix 3 SUSD Shared Contract Procedure & Application.

c. Shared contract unit members will assume their share of the regular duties and responsibilities routinely assigned to unit members within a school. The duties and responsibilities of unit members participating in a shared contract are detailed in the mutually developed guidelines for shared contracts.

Teachers shall:

1. Attend all safety trainings
2. Attend and participate in Open House and Back To School Night and promotion/graduation ceremonies in the same manner as fellow grade level teachers with full-time assignments.
3. Participate in district and site professional development activities per a pre-approved work calendar (approval by site administrator and Superintendent).
4. Develop a work calendar and/or daily schedule with the site Principal
5. Develop a communication plan with grade level, team, and department
6. Submit a plan for reporting student progress, parent communication, and keeping current with class website and PowerSchool which must be approved by site Principal

d. A shared contract employee will be paid a prorated share of the salary and benefits he/she would earn as a full-time employee. Benefits prorating shall begin on July 1. A shared contract employee who teaches a full year will be advanced on the salary schedule as though he/she were a full-time employee.

17. Part-Time Programs:

a. The District and Association have agreed to provide for part-time contracts for unit members at the middle school. Such a program shall not interfere with the quality or consistency of the instructional program and must have the approval of the Superintendent.

b. Part-time contract unit members will assume their share of the regular duties and responsibilities routinely assigned to unit members within a school. The duties and responsibilities of unit members participating in a part-time are detailed in the mutually developed guidelines for part-time contracts.

Teachers may apply for part-time employment with the school district. The goal of part-time employment is consistency of the educational program based on the needs of students. Part-time teachers shall work a percentage of a full-time contract.

Teachers shall:

1. Attend all safety trainings
2. Attend and participate in Open House and Back To School Night and promotion/graduation ceremonies in the same manner as teachers with full time assignments.
3. Participate in district and site professional development activities per a pre-approved work calendar (approval by site administrator and Superintendent).
4. Develop a work calendar and/or daily schedule with the site Principal
5. Develop a communication plan with grade level, team, and department
6. Submit a plan for reporting student progress, parent communication, and keeping current with class website and PowerSchool which must be approved by site Principal

Teachers interested in applying for part-time employment shall submit an application and draft calendar to the site Principal, no later than March 1.

The Superintendent shall review and approve or deny the part time application and proposed work calendar.

Applications for part-time positions are subject to approval by the Board of Trustees.

c. A Part-time employee will be paid a prorated share of the salary and benefits he/she would earn as a full-time employee. Benefits prorating shall begin on July 1. A part-time employee who teaches a full year will be advanced on the salary schedule as though he/she were a full-time employee.

18. Catastrophic Sick Leave:

a. Unit members may donate accrued sick leave in full day increments to another bargaining unit member for use by that member as paid sick leave in full or half-day increments, pursuant to the requirements of this section. Donated sick leave is to be utilized after a unit member has exhausted

his/her accrued sick leave (section 1.a. of this Article), and prior to utilization of “differential leave” (section 2.b. of this Article).

b. Eligibility for Using Donated Time

- i. The member must have exhausted all accrued sick leave under section 1.a. of this Article.
- ii. The member must be off work (not rendering service to the District) for purpose of caring for a catastrophic illness or injury to the member of his/her parent, child, or spouse/domestic partner.

c. Catastrophic Illness or Injury Definition: As used in this Article, catastrophic illness or injury means an illness, injury, impairment, or physical or mental condition limited to the following:

- i. Illness or injury that is expected to incapacitate the unit member, or his/her spouse/domestic partner, or child for twenty (20) or more duty days, and which require the unit member to take time off from work due to his/her incapacity or to act as the primary care giver. As a consequence, the member will suffer financial hardship due to exhaustion of all his/her accrued sick leave.
- ii. Twenty (20) or more days of incapacity or treatment in connection with, or subsequent to, in-patient care (i.e. an overnight stay) in a hospital, hospice, or residential medical care facility.
- iii. Continuing treatment by or under the supervision of a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a more severe incapacity.

d. Certification of Need for Leave

In all cases involving the need for a leave due to a catastrophic illness or injury, unit members must provide certification from a health care provider regarding (1) the date on which the catastrophic illness or injury commenced and (2) the probable duration of the condition.

In cases where the leave is for the member's own catastrophic illness or injury, certification will also include a statement that the member is unable to perform the function(s) of his/her position.

In cases where the leave is for a catastrophic illness or injury of the member’s parent, child, or spouse/domestic partner, certification shall include an estimate of the amount of time the unit member will require to be off-work to care for the child, parent, or spouse/domestic partner. This statement shall also include a note from the health care provider that the unit member’s participation to provide care is warranted during the period of treatment of the catastrophically ill or injured member of the immediate family (i.e., parent, child, or spouse/domestic partner of the member).

e. Limitations on Donation/Utilization: The following limitations apply to the maximum number of accrued sick leave days that may be donated and utilized under this section.

- i. A unit member may not donate days if this would result in his/her accrued sick leave balance dropping below twenty (20) days.
- ii. A unit member may not receive or utilize more than sixty (60) donated days for each catastrophic illness or injury without Committee (defined in section 1.f.) review and approval.

In no event shall utilization of donated days result in a unit member receiving more than 100% of his/her regular per diem salary.

f. Joint Committee: There shall be a joint Catastrophic Illness and Injury Leave Committee (“Committee”) comprised of four (4) members, with two (2) appointed by each party.

- i. The Committee will make decisions by consensus. If this is not possible, a District Committee member will cast an additional tie-breaking vote in even numbered years, and a STA Committee member shall do so in odd numbered years, based on initial filing date.
- ii. The Committee shall inform members on a case-by-case basis when the need for donated time arises.

g. Procedure for Donations

- i. STA shall inform members on a case-by-case basis when the need for donated time arises and collect and process completed donation forms.
- ii. STA shall deliver the donation forms to Human Resources for recording. Committee members shall authorize donations in writing, signed, and dated.
- iii. The Committee shall compile the list of donated time in order of donations received.
- iv. Once the first-round list is received by the Committee, no more donations will be added. In the event more donations are needed, the process shall repeat itself.
- v. The Committee’s deliberations, discussions and processes shall remain strictly confidential and its decisions shall not be subject to challenge through the contractual grievance process or any other appeal.

h. Utilization of Days

- i. Donated days shall be applied to the receiving unit member’s compensation at the end of each pay period.

- ii. Donated days shall apply on a day for day basis (one (1) day donated equals one (1) day of catastrophic illness or injury leave). Receiving unit members may utilize donated days in one-half day increments.
- iii. Donated days shall be utilized in the order received, one day at a time per donor, on a rotating basis as needed.
- iv. Donor members on the list whose days were not used will have their original authorization forms returned to them as a confirmation that their donated days were not used.
- v. Former Catastrophic Leave Bank Balance: Days donated by unit members employed by the District as of July 1, 2018 into the Catastrophic Leave Bank pursuant to Article XI of the 2015-2018 negotiated Agreement shall be returned to such unit members effective July 1, 2018.

19. Miscellaneous:

- a. For purposes of this Agreement and in particular this Article, the following terms shall have the following meaning:
 - i. "Suitable verification" shall mean a certificate from a licensed physician; provided, however, that whenever "suitable verification" or such a certificate is required an appropriate substitute may be furnished by any unit member who for religious reasons cannot furnish a certificate from a licensed physician.
 - ii. Whenever reference is made to the return of a unit member to the unit member's position within the District following a leave, such reference shall mean reinstatement in an assignment within the scope of the certificate under which the unit member was employed.

20. Disability Allowance:

A unit member who has applied for a disability allowance under STRS shall be granted an unpaid leave of absence for up to thirty-nine (39) months. (Education Code 44986)

ARTICLE XI

TEACHER ON SPECIAL ASSIGNMENT (TOSA)

1. A teacher on Special Assignment (“TOSA”) is a teacher who performs teaching related duties in a position other than a regular classroom teaching assignment. Duties include but are not limited to, supporting other teachers in the implementation of new curriculum and teaching methodologies, demonstration lessons, data review, assessment development, use of technology and other classroom support. TOSAs shall not be counted in the class size objectives or caseloads set forth in Article XII of this Agreement.
 - a. TOSAs shall not evaluate, supervise or direct the work of another bargaining unit member.
 - b. TOSAs will have access to an office/work location for which the District will provide keys.
2. TOSAs shall follow the assignment procedures set forth in Article XIII of this Agreement.
3. TOSAs shall work the same contractual year and day as a regular teacher and be paid the same as a regular teacher according to the District’s salary schedule. TOSAs may be required to work days (beyond the regular teacher work year) as provided in their job description. TOSAs shall be compensated for these additional days at their per diem rate of pay. Scheduling of these additional days shall be by mutual agreement between the TOSA and his/her supervisor.

ARTICLE XII

CLASS SIZE AND BALANCE

1. Class Size Objectives: Maximum class size objectives throughout the District are as follows:

a. Elementary (TK-5):

- i. TK - as prescribed by law
- ii. Grades K-1 - 23
- iii. Grades 2-3 - 24
- iv. Grades 4-5 - 28

b. Middle School (6-8):

- i. Maximum daily student contacts: one hundred eighty (180).
- ii. The District shall make every effort to limit class sizes in Core, Science, Foreign Language and Math to 30 students each.
- iii. The District shall make every effort to limit class sizes in PE classes to 33 students each.
- iv. "Every effort" as used in sections 1(b)(ii) and (iii) means that primary consideration shall be given to placing students appropriately to meet their educational needs within the constraints of the master schedule. Students shall be assigned to P.E. in an equitable and balanced manner subject to this primary consideration.
- v. Any disagreements regarding sections 1(b)(ii) or (iii) or (iv) above shall be referred to the Superintendent for final resolution following consultation with the STA President. This means such disagreements are not subject to Article VII (Grievance Procedures).

c. Maximum class loads for Special Education classes shall be as follows:

- Special Day Class - 12 (As consistent with SELPA III Program Standards)
- Remedial Language and Speech - 55 (As prescribed by Law)
- Resource Specialist - 28 (As prescribed by Law)

In the event that the law changes or the District seeks a waiver, special education class size will be reopened for negotiations.

- d. Students from Special Day classes who are included into regular education classes for any part of the day shall be considered when classes are being constructed.

2. Exceeding Class Size Objectives:

- a. The District shall establish class sizes in advance of the commencement of each school year in August. The determination shall be made based upon achievement of District educational objectives within available facilities, finances, and budget priorities and allocations.

- b. In grades TK-5 when class size exceeds objectives as stated in section 1.a above teachers will receive \$5.00 per student over the limit per day enrolled. If a teacher would prefer aide time (in the amount of one hour per week) to compensation, then said teacher may make a written request with his/her principal for an aide. If an aide is not available, then the teacher will receive the \$5.00 per student per day compensation.

c. In grades 6-8 when the daily student contacts in Core, Science, Foreign Language, Math and Physical Education exceeds 180 as stated in section 1.b.i above teachers will receive \$1.00 per student per period per day over 180 student contacts. In lieu of compensation, at the teacher's option, the teacher and the administration may mutually agree on assistance such as: aide time, clerical assistance and /or release time.

d. District will track days and monies will appear on the June paycheck.

e. In the event a Special Day class exceeds twelve (12) students, or a Resource caseload exceeds the maximum prescribed by law and the District is granted a variance waiver by the State, additional aide assistance shall be granted. In addition to aide time, any of the forms or combinations thereof, specified in 2b above will also be available. Increase in class size beyond the limits stated above and additional support services shall be mutually agreed upon by the unit member and the District.

3. Class Composition:

a. The composition of individual classes shall be determined by the District in consultation with impacted staff members in accordance with Board Policy #5150 - Class Composition.

b. Saratoga Union School District complies with federal and State laws and educates all children in the least restrictive environment to meet their needs. Special considerations shall be given to the placement of special needs students, including those with 504 plans, LEP, and students with IEPs. Special needs students will be distributed equitably among teachers at each grade level. Placement will be determined by the site administrator in consultation with the affected team members. All teachers will be expected to teach special needs students.

c. Once established, class sizes are subject to modification for such purposes as the District shall determine are in the best interests of the District or the furtherance of its educational programs, including but not limited to: changes in enrollment, maintenance of programs, introduction, modification, or discontinuance of innovative instruction or programs, avoidance of combination or low enrollment classes, changes in personnel or staffing patterns, or changes in educational programs or directions.

d. Should the need arise for major changes in class composition once the initial student assignments are determined, impacted staff members will be notified of the time and place and will be given the opportunity to participate in such revisions.

e. If an imbalance in class composition occurs, the classroom teacher may work with the site administrator to determine support as mutually agreeable. Examples of support include: instructional aide support, release time, materials, and training.

f. Special education teachers will be consulted for placement involving their students.

4. Combination Classes:

- a. No combination classes shall be established without advance consultation with the unit members who may be affected by the establishment of such a class.
- b. The same considerations as in 3b above shall be granted to teachers of combination classes.
- c. Upon request the District will make every effort to provide integrated curriculum for combination classes.

5. Kindergarten Class Composition:

To facilitate balanced class composition, kindergarten students may participate in an interview prior to fall entrance. District administration, in conjunction with kindergarten teachers, will establish the date, procedures, and compensation for student interviews.

6. Student Medical Procedures:

- a. Qualified, trained personnel shall be the only people to provide and conduct necessary medical procedures (such as cleaning intermittent cauterization, injections, suction, gavages, feeding and drainage). Teachers shall not be required to perform any routine medical or hygiene procedure on a student. Teachers will not be solely responsible for overseeing on-going student checked medications. (i.e. insulin check)
- b. Teachers may be required to attend training on said procedures in order to be prepared to respond to an emergency situation. Such training shall be during the teacher's day or the teacher shall receive compensation for training taken during non-duty time. An emergency shall be defined as an unexpected occurrence that is potentially injurious to the child.

ARTICLE XIII

ASSIGNMENT AND TRANSFER

1. General:

- a. The provisions of this Article shall not apply to initial assignments (i.e., those made immediately following initial employment).
- b. If a unit member is denied a position he/she has applied for, the District shall, on request, provide a written report to the unit member specifying the reasons the request was denied within ten (10) work days of the denial.
- c. "School year" shall be deemed to mean the instructional school year commencing in August of a particular year and ending in June of the next succeeding year.
- d. For purposes of this Agreement "assignment" shall refer to designation of primary subject matter, grade level responsibility, or school site, or any combination thereof, of a unit member for a particular school year. Insofar as possible, all assignments shall be made by the District prior to the commencement of each school year in accordance with the following procedures.
- e. For purposes of this Article all references to "Superintendent" shall include the Superintendent's designee.
- f. The provisions of this Article shall be construed to be consistent and implemented in compliance with Education Code section 35036. This means no internal priority or preference shall be granted to unit members regarding voluntary assignments to another school site after April 15 of the school year prior to the school year in which the transfer would become effective.

2. Assignment Procedures:

- a. During or before the third week in January, information will be requested from unit members regarding their employment intentions for the next school year. Including requests for subject area changes (Redwood, grade level) and school site.
- b. By March 1, the Superintendent shall interview/respond individually to those unit members who indicate that they would like to change their employment assignment and/or status.
- c. Based on the information furnished by unit members and other information which is available to the District, and the needs of the District, the District shall make preliminary assignments for the next school year according to the following time line. The parties acknowledge these assignments are tentative and subject to change as provided in section 2(d) below.
 - i. Unit members who will be remaining in the same position will be assigned by April 1.

- ii. By April 1 all available positions will be posted. Additional positions will be added to the initial posting as they become available.
 - iii. Applications for posted positions will be accepted for one (1) week. The District will provide the appropriate forms.
 - iv. Priorities for reassignment shall be as follows:
 - 1. Involuntary reassignments (involuntary reassignment includes those made due to declining enrollment, program cuts, and/or extenuating compelling reasons).
 - 2. Voluntary reassignments.
 - 3. Personnel returning from full or partial leave (including from job share).
 - 4. Laid off personnel.
 - v. The District will attempt to place personnel being reassigned by the close of the current school year. Exact teacher assignments cannot be determined at Redwood until all scheduling has been completed. Tentative teacher assignments shall be posted by the last teaching day of the school year. When reassignments are made, the employee shall be consulted.
 - vi. Room Sharing: Within two weeks of a decision to implement room sharing, the District shall notify personnel involved and seek mutual agreement, making every effort to allow enough time to adjust and plan.
 - 1. Staff will have the right to seek compatible co-tenants.
 - 2. If incompatibility is unavoidable, a letter of civil co-tenancy will be developed and agreed upon by all parties.
 - 3. Co-tenancy arrangements will be reviewed annually.
- d. Assignments shall be made and vacancies filled on the basis of unit member qualification and the needs of the District and the well being of its instructional programs as determined by the District. No preliminary assignment, vacancy or the filling of any vacancy, shall be construed as limiting the right of the District to make changes therein. Unit members shall be promptly notified of assignments and changes therein.
- e. When an involuntary reassignment must be made, the unit member at the grade level affected with the least District seniority at the grade level affected will be considered first for reassignment. Such reassignments shall be only to an open position. Seniority is determined by date of District hire not years at a school or grade level. When assigned to a combination class that includes the grade level the unit member taught the previous year, the unit member shall retain all rights at that grade level.

3. Vacancies:

- a. A "Vacancy" may occur during a particular school year as the result of a transfer, creation of a new class or position, or because a unit member is unable to complete or continue his/her present assignment. No such vacancy shall be filled (other than temporarily) until such vacancy has been posted and at least one (1) calendar week has expired from the date the vacancy was originally posted. Unit members may apply for existing vacancies by submitting an application for a particular vacancy on a form provided by the District.

- b. Employees will be informed at least every two (2) weeks between April 15 and August 15 of all vacancies via district e-mail. Thereafter vacancies shall be posted as they occur.

4. Transfer:

- a. For purposes of this Agreement "transfer" shall refer to a change from one (1) primary subject matter or grade level position, school site, or any combination thereof, of a unit member within the District to another position or site within the District during a particular school year, and after an assignment of such unit member for such year has been made and the year commenced.
- b. Unit members may initiate transfer requests on forms provided by the District. The unit member should, but is not required to discuss the transfer request with the unit member's immediate supervisor. A conference between the unit member requesting the transfer and the District may be held if either the District or the unit member requests such a conference.
- c. The District may initiate the transfer of a unit member at any time. Except in emergency health and accident situations, or unforeseen student enrollment changes (i.e., situations in which the District determines it is necessary for immediate action to be taken) the unit member will be consulted and given notice to the transfer at least one (1) week before the same shall become effective. During such consultation the reason for the proposed transfer shall be given to the unit member, and the unit member shall be provided an opportunity to respond to the reasons and express the unit member's own views. An explanation of reasons for an emergency transfer shall be provided to the unit member as promptly as possible following an emergency transfer.

5. Moving Classrooms:

- a. When a unit member is assigned a different classroom due to voluntary or involuntary transfer, by June 15, the unit member and the principal shall mutually establish a moving date and submit a form requesting that the move be completed by the agreed upon date. The move will be completed no later than two (2) weeks prior to the day that the unit members report to work for the fall term. If an unplanned move is necessary during summer, the District will make every effort to contact the affected unit member to determine the moving date. Unit members are responsible for packing personal items. Textbooks, equipment and materials will be moved by the District.
- b. Any unit member who is reassigned (section 2c)) or transferred at District initiation (section 4c)) shall be provided assistance in making the physical move from classroom to classroom or site to site. If such a reassignment or transfer occurs during the school year, the unit member may, in consultation with the site administrator, elect to receive up to a total of four (4) days comprised of substitute services (release from teaching duties) to facilitate the move, and/or receive pay (at the eligible short term duty rate set forth in Article XIX, section 3 b.) for time spent packing and unpacking. If such a reassignment or transfer occurs during a period during which students are not in school, the unit member shall receive up to four (4) days of pay (at the eligible short term duty rate set forth in Article XIX, section 3) for time spent packing and unpacking.

ARTICLE XIV

CERTIFICATED EVALUATION PROCESS

PART I: CERTIFICATED EVALUATION PROCESS

1. Evaluation Cycle: After a successful probationary period, a permanent unit member enters the three-year evaluation cycle as follows:
 - a. Year 1: Supervisor Directed Evaluation consists of goal setting, curriculum map*, one (1) formal classroom observation and three (3) informal observations. The unit member and the Evaluator will agree on a minimum of two (2) of the six (6) standards for focus.
 - b. Year 2: Abbreviated Evaluation consists of goal setting, curriculum map*, two (2) informal observations and a brief written summary by Evaluator. The unit member and the Evaluator will agree on a minimum of two (2) of the six (6) standards for focus.
 - c. Year 3: Off-Cycle (Skip Year) consists of goal update/revision conference with supervisor and curriculum map*. The unit member and the Evaluator will agree on a minimum of two (2) of the six (6) standards for focus.

*For general education unit members, a curriculum map refers to a pacing guide for subjects taught.

2. Supervisor Directed Evaluation: Formal (“Full”) evaluation consists of goal setting, curriculum map, and formal and informal classroom observations. The sequence shall be as follows:
 - a. Formal Observation
 - i. Instructional personnel shall be formally observed for no fewer than thirty (30) minutes or up to one (1) full period prior to the final written evaluation.
 - ii. The date of the observation shall be mutually agreed upon by evaluator and unit member according to contract timelines. If a date cannot be agreed upon, the Superintendent or designee shall mediate a date.
 - iii. The formal observation shall, at the request of either party, include a pre-observation conference, held prior to five (5) school days of the observation. Evaluator may request a written lesson plan prior to the formal observation. The formal observation shall be followed by an observation recap conference within five (5) school days following the day of the formal observation. The five-day period begins on the school day following the date of the observation.
 - iv. The evaluator shall provide the unit member with a written recap of the observation.
 - v. A unit member shall, upon request, be entitled to a second formal classroom observation, including a pre-observation conference, subsequent observation and written summary if an area of performance concern is identified. The pre-observation conference shall be held prior to five (5) school days of the observation.

b. Informal Observations

- i. Instructional personnel shall be informally observed at least three (3) times prior to the final written evaluation.
- ii. Informal observations are normally shorter than thirty (30) minutes.
- iii. Any informal observation lasting for more than thirty (30) minutes shall be followed by an observation recap conference, within five (5) school days following the day of such observation. The purpose of such observation recap shall be to provide feedback to and collaborate with the unit member

c. Written Evaluation Summary

- i. The final written evaluation of the school year shall be transmitted to the unit member no later than thirty (30) calendar days prior to the end of the school year.
- ii. Problem areas and/or information of a negative nature shall be discussed with the member prior to completion of any formal written evaluation.
- iii. A conference between the evaluator and unit member shall take place no later than thirty (30) calendar days prior to the end of the school year, to review the final written evaluation summary, a copy of which shall be given to the unit member. Signed copies shall be placed in the unit member's personnel file.
- iv. The unit member shall have the right to attach his/her own comments to the written evaluation within ten (10) days after receipt of a written summary evaluation.
- v. No permanent member shall receive an overall "Unsatisfactory evaluation rating unless she/he has been given a written Remediation and Support Plan as defined in this Article on a District support plan form, at least thirty-five (35) instructional days prior to the final evaluation summary. The intent is to allow the unit member time to improve and/or correct performance concerns.
- vi. A Remediation and Support Plan as defined in this Article shall be provided to the member once persistent and/or critical performance concerns are identified by the evaluator. A Remediation and Support Plan shall include specific written recommendations and measurable outcomes. A Remediation and Support Plan shall also include assistance designed to address performance concerns in the evaluation summary regarding instruction or classroom management practices. The evaluator shall consult with the unit member before establishing a Remediation and Support Plan. This section shall also apply to the Abbreviated Evaluation process.
- vii. An evaluation summary shall include commendations and/or recommendations regarding performance of the unit member.

3. Abbreviated Evaluation

- a. Abbreviated Evaluation consists of goal setting and a curriculum map, two (2) informal observations and a brief written summary by the evaluator.
- b. Unit members who received an overall satisfactory rating on the final evaluation summary in the California Standards for the Teaching Profession (CSTP) during the preceding year shall be eligible for the Abbreviated Evaluation cycle. During this cycle, the evaluator and the unit member shall use the designated Abbreviated Evaluation form.

c. Abbreviated Evaluation Procedure:

- i. The evaluator shall conduct a minimum of two (2) informal observations of no fewer than twenty (20) minutes.
- ii. The evaluator shall provide the unit member with a written summary after the observation, noting strengths and/or areas of needed improvement, as appropriate. The written summary shall be provided within five (5) school days of the observation. The evaluator shall conference with the unit member within five (5) school days if an area of performance concern is noted. The member shall, upon request, be entitled to one subsequent observation, written summary, and post observation conference if a performance concern is identified.
- iii. The evaluator shall complete the Abbreviated Summary Evaluation form no later than 30 calendar days prior to the end of the school year, a copy of which shall be given to the unit member. Signed copies shall be placed in the unit member's personnel file.

4. Off-Cycle (Skip Year) for Permanent Teacher Evaluations

Permanent teachers with two (2) years of proficient evaluations may skip a year of formal evaluation. Permanent teachers in the skip year will update/revise their "Individual Professional Goals" form as needed, and meet with Administrator no later than October 15.

If performance problems leading to the implementation of a Remediation and Support Plan occur during the "skip year," the unit member shall be placed on Supervisor Directed Evaluation procedure for that school year, after notification in writing to the unit member as to the reasons for the Supervisor Directed Evaluation placement. The permanent unit member shall remain on the Supervisor Directed Evaluation cycle until achieving a proficient overall evaluation rating.

5. General Provisions

- a. The grievance procedures as stated in Article VII - Grievance Procedure, shall be utilized for disputes arising over evaluation procedural matters only. Questions of substance shall not be subject to the grievance procedure, including the evaluator's decision to remove a unit member from the Off Cycle (Skip Year) Evaluation and return a unit member to the Supervisor Directed Evaluation Process.
- b. The site administrator shall determine the initial placement of each unit member on the evaluation cycle, including members who have transferred. Under special circumstances, e.g., maternity leaves, medical leaves, or retirement notifications, the administrator will work with the unit member on which evaluation cycle the unit member shall participate in for that school year.
- c. The procedure for revising and monitoring the Certificated Evaluation Process set forth in Part I of this Article shall be as follows:
 - i. A committee made up of an equal number of representatives of the District and Association shall determine the effectiveness of the Evaluation Process. This Committee shall be limited to a maximum of eight (8) people.
 - ii. By majority vote this Committee shall decide whether revision is required and the wording of such revision(s).

- iii. Revisions proposed by this Committee must be approved for adoption by the majority vote of both the Board of Trustees and the Saratoga Teachers' Association. Such revisions shall thereafter be incorporated into Part I of this Article.

d. See Appendix 8 for forms and Standards related to the Certificated Evaluation Process.

PART II: REMEDIATION AND SUPPORT PROGRAMS

1. Purpose: STA and the District share an interest in supporting all unit members to improve, enhance and refine their knowledge and skills, including unit members who are changing assignments. The support programs outlined in this article enable permanent unit members to assist beginning, temporary, probationary, and permanent unit members.
 - a. The support programs for permanent employees provided in this Article are as follows:
 - i. Remediation and Support Plan: This is a plan of assistance provided to unit members whose Evaluation Summary Form indicates a need for improvement in one or more specific standards. Assistance under this Plan shall not exceed the year in which the Plan is instituted unless the evaluator recommends in writing that a longer period of time is warranted. The Superintendent shall make the final decision whether to grant an extension. Only one extension may be granted.
 - ii. Improvement Plan: This is a plan of assistance provided to unit members whose Evaluation Summary Form contains an overall evaluation rating of "Unsatisfactory" and who has an Improvement Plan. Assistance under this Plan shall not exceed the year in which the Plan is instituted and the immediate succeeding school year unless the evaluator recommends in writing that a longer period of time is warranted. The Superintendent shall make the final decision whether to grant an extension. Only one extension may be granted.
 - b. Support can be provided by three different types of support professionals: BTSA Advisor, Peer Coach, and/or Certificated Improvement Specialist.
 - c. Unit members may be assigned support by their evaluator or they may voluntarily request support. Support shall be provided in the following priority order (i.e., full support to one category before addressing a subsequent category): a) unit members on an Improvement Plan; b) unit members on a Remediation and Support Plan; c) unit members new to the District or new to a position and d) unit members voluntarily requesting support.
2. Beginning Teacher Support and Assessment (BTSA) and Induction: The District may, but is not required to utilize a current or former District Employee or contract with another agency (e.g., currently the Silicon Valley New Teacher Project), to provide this program to beginning teachers as defined. The following subsections shall apply only if the District elects to provide a BTSA program in this manner.
 - a. A Beginning Teacher is any unit member having fewer than two full years of teaching experience.
 - b. The BTSA Advisor is selected in accordance with the designated BTSA Program ("Program") to provide assistance to Beginning Teachers. The minimum qualifications of the BTSA Advisor shall

be those established by the Program.

- c. A BTSA Advisor will be assigned to one or more beginning teachers to provide assistance for a period of two years, or as established by the Program.
- d. The BTSA Advisor and the evaluator should have a cooperative relationship and collaborate regarding the assistance provided to Beginning Teachers.
- e. A Beginning Teacher will be assigned a Peer Coach by the site principal to provide assistance with District and school procedures unless the BTSA Advisor is a current or former District employee familiar with the role to the extent they can also serve in the role of the Peer Coach.
- f. Neither the BTSA Advisor nor the Peer Coach will make written reports regarding individual Beginning Teachers.

3. Peer Coach

- a. A Peer Coach is a permanent unit member who provides assistance to unit members who are either new to the District, or new to their assignment. A Peer Coach may also provide assistance to permanent unit members who have a Remediation and Support Plan that indicates need for improvement in one or more specific standards.
- b. A Peer Coach must have at least three years of classroom experience. A Peer Coach has demonstrated teaching ability as indicated by, among other things, communication skills, knowledge and commitment to the District and state curricula and standards. A Peer Coach has a clear understanding of District and site procedures, forms, and practices. In addition, a Peer Coach has the ability to work cooperatively and effectively with other teachers and administrators and has demonstrated leadership skills.
- c. The site principal will select Peer Coaches as the need is determined (i.e., the selection process in Article XVI Teacher Leadership shall not apply). The principal will notify unit members of the opportunity to volunteer for this position. Notwithstanding section XIV.3.a, if there are insufficient qualified volunteers according to section XIV.3.b, the principal may ask for non-permanent volunteers with sufficient and applicable teaching experience.
- d. The term of the Peer Coach shall be one year, extended at the discretion of the principal and the willingness of the unit member.
- e. The Peer Coach may meet/consult with the principal or designee regarding the nature and content of the assistance to be provided. Necessary release time to provide coaching or support will be mutually agreed upon between teacher, coach and principal.
- f. The role of the Peer Coach is to ease the transition of the new unit member by meeting regularly, answering questions, providing resources, providing background on school events/practices, and anticipating upcoming preparations.
- g. A Peer Coach will submit a log of activities and hours to the site principal. A Peer Coach shall

receive a stipend equal to Teacher Leadership Compensation Level I. Peer Coaching hours shall not exceed the number of hours per school year under Teacher Leadership Compensation Level I.

4. Certificated Improvement Specialist

- a. A Certificated Improvement Specialist provides assistance to a unit member who received an overall evaluation rating of “Unsatisfactory” on the Evaluation Summary form and who has an Improvement Plan. A Certificated Improvement Specialist may also provide assistance to a unit member who has a Remediation and Support Plan that indicates need for improvement in multiple standards (See Appendix 8)
- b. A Certificated Improvement Specialist must be a permanent unit member with at least three years of classroom experience. A Certificated Improvement Specialist has demonstrated teaching ability as indicated by, among other things, communication skills, knowledge, and commitment to the District and state curricula and standards. A Certificated Improvement Specialist has a clear understanding of District and site procedures, forms, and practices. In addition, a Certificated Improvement Specialist has the ability to work cooperatively and effectively with other teachers and administrators and demonstrated leadership skills.
- c. Permanent unit members may apply to serve as a Certificated Improvement Specialist on an annual basis. The site principal, in consultation with Human Resources will select Certificated Improvement Specialists as the need is determined (i.e., the selection process in Article XVI Teacher Leadership shall not apply). The principal will notify unit members of the opportunity to volunteer for this position.
- d. There shall be one (1) Certificated Improvement Specialist selected to meet the needs of each unit member who has an Improvement Plan or who has a Remediation and Support Plan and has not been assigned a Peer Coach to provide assistance. (See section XIV.3.a.) Certificated Improvement Specialists may confer and consult with one another throughout the implementation of the Plan(s).
- e. If there are no qualified internal applicants, outside personnel may be selected to serve as Certificated Improvement Specialists on an as needed basis.
- f. The role of the Certificated Improvement Specialist is to address in a targeted fashion the area(s) of performance designated in the Support or Improvement Plan of the unit member needing assistance. The Specialist(s) and the unit member shall work collaboratively in the implementation of the Plan. The Specialist and the evaluator should have a cooperative relationship and collaborate regarding the assistance provided to the unit member.
- g. The Certificated Improvement Specialist may meet/consult with the principal or designee regarding the nature and content of the assistance to be provided.
- h. A Certificated Improvement Specialist will submit a log of activities and hours to the evaluator, which shall clearly describe the assistance offered to the unit member.

- i. A Certificated Improvement Specialist shall receive a stipend equal to Teacher Leadership Compensation Level II. Certificated Improvement Specialist hours shall not exceed the number of hours per school year under Teacher Leadership Compensation Level II.

5. Other Provisions

- a. Functions performed by unit members under this Article shall not constitute either management or supervisory functions as defined by Government Code Section 3540.1(g) and (m).
- b. Unit members who perform functions as Advisors, Coaches, or Specialists shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to Division 3.6 (commencing with Section 810) of Title 1 of the California Government Code.
- c. Records.
 - i. All documents and information relating to the participation in this Program will be regarded as a personnel matter and subject to the personnel record exemption of the California Public Records Act.
 - ii. All parts of the selection process of Advisors, Coaches or Specialists will be treated as confidential and will not be disclosed except as required by law.
- d. Nothing herein shall modify or in any manner affect the rights of the Board/District under provisions of the Education Code relating to the employment, classification, retention, or non-retention of certificated employees, including but not limited to the District's right to issue notices (of unsatisfactory performance and/or unprofessional conduct) pursuant to Education Code section 44938.

ARTICLE XV

COMPLAINT PROCEDURE

STA and the District are jointly committed to the idea that the process for implementing Board Policy (BP) and Administrative Regulation (AR) 1312.1 for the resolution of complaints concerning Association members be used and followed in a consistent manner. A copy of BP/AR 1312.1 is included as Appendix 4 to this Agreement for employee information only. "Days" referred to in AR 1312.1 shall be defined as "work days" within the meaning of Article IX of this Agreement. Since this BP/AR defines the parameters and processing of complaints concerning Association members, and if content changes to the BP/AR are being considered by the Board, a discussion will be held with STA prior to the Board's final decision. Alleged violations of this Article will not be subject to Article VII (Grievance Procedures) except for alleged procedural violations caused by action or inaction of the District.

ARTICLE XVI

TEACHER LEADERSHIP COMPENSATION

1. Upon either party's request, each spring two (2) representatives of the Association and two (2) representatives of the District will meet if there is a proposal by either party to change the list of teacher leadership positions for the next year. If a new teacher leadership position not already set forth in this Article is proposed, the parties' representatives will describe the level of responsibility, needed skills, and appropriate compensation within the two levels set forth in this Article. Only those proposed changes on which the parties' representatives reach agreement shall be implemented.
2. Commitments: Unit members serving in Teacher Leadership positions agree to make the following Commitments:
 - a. Service for one school year, unless otherwise noted
 - b. Duties are acknowledged to be part of the professional work day beyond classroom instructional hours
 - c. Duties may also include:
 - i. Providing peer assistance.
 - ii. Planning, follow-through and evaluation of school site and/or district programs.
 - iii. Participation in teacher leadership training.
 - iv. Attendance at regularly scheduled meetings.
3. Compensation for Extra Duties:
 - a. Work performed must fall within the position description and be pre-approved by the immediate supervisor.
 - b. A stipend amount will be paid to unit members to be paid at the end of the school year.
4. Evaluation: Unit members serving in Teacher Leadership positions will be evaluated, in part, on their leadership performance by the administrator in charge of the site or district program.
5. Sharing Teacher Leadership Positions:
 - a. The following positions may be shared: Teacher in Charge (Elementary), Student Council Advisor (Elementary), Tech Squad Advisor (Elementary), Department Chairs (Middle)
 - b. The following positions may not be shared: Peer Coach, Site Grade Level Leads (Elementary General Education).
6. Selection:
 - a. Teacher Leadership applications must be submitted by the end of the first full week of school.
 - b. If there are no applicants, the site Principal will recruit members
 - c. The administrator/principal will select teacher leaders from the pool of applicants.

7. Level I Compensation \$500: Responsibilities for this position may include but are not limited to:
- a. Teacher in Charge (Elementary)
 - i. Performs site administrator's duties when the principal is off-campus, as needed
 - ii. Supports the site's office staff and teachers, as needed.
 - iii. Contacts district administrator(s) for assistance as necessary, and/or keeps district administration informed of site-level incidents.
 - b. Buddy Teacher
 - i. Orient up to two (2) new teachers per year to the school site calendar, preparation for Open House, Back-To-School Night, parent conferences, field trips, curriculum planning, and general school activities. Special Education support includes orientation to the IEP process and online IEP procedures.
8. Level II Compensation \$2000: Responsibilities for these positions may include but are not limited to:
- a. Site Grade Level Leads (Elementary General Education Only), 3 positions per elementary schools, TK-1, 2-3, 4-5 ; ELD/ Reading Specialist
 - i. Attends all District Leadership Team (DLT) meetings and share information with grade level unit measures
 - ii. Attends all regularly scheduled site meetings
 - iii. Facilitates district and site meetings
 - iv. Provides two-way information to and from the site and district
 - v. Collaborates on matters related to curriculum, student learning, instructional strategies and other site-based topics affecting student achievement.
 - vi. Presents information at staff meetings when appropriate, may guide small group discussions and will work to attain consensus and facilitate change when action items surface school-wide.
 - b. District Special Education Lead (Elementary)
 - i. Organizes and facilitates District meetings, organizes instructional materials pilot process and attends all DLT meetings.
 - ii. Reports information to the site and District (two-way communication)
 - c. Student Council Advisor (Elementary):
 - i. Organizes and implements a student council program;
 - ii. Facilitates regularly scheduled student council meetings and student council projects
 - d. Tech Squad Advisor (Elementary):
 - i. Attends meetings with the Director of Instructional Technology
 - ii. Facilitates weekly one hour meetings with students
 - iii. Plans and prepares lessons based on the curriculum
 - iv. Guides students in providing tech support at the site in coordination with the district
 - e. Peer Coach
 - i. Assists a unit member who receives an overall evaluation rating of “Unsatisfactory.” Confers and consults with the unit member to address in a targeted fashion the area(s) of performance designated in the Remediation and Support Plan, pursuant to Article XIV

f. Department Chairs (RMS)

One chair for each of the following departments: math, core (2-3 representatives), science, PE, electives, and special education.

- i. Attends all DLT meetings and share information with unit members within the department . If a shared position, the unit member assigned to attend DLT meetings shall attend all regularly scheduled meetings
- ii. Facilitates the development of curriculum guides and advises parent information meetings
- iii. Facilitates the pilot of curricular and instructional materials and participates in pilot meeting processes

ARTICLE XVII

SAFETY

1. Unit members shall not be required to work in unsafe conditions or perform tasks that endanger their health, safety or well being.

2. Each unit member shall report to the unit member's immediate supervisor, or designee, as promptly as possible, any condition, occurrence, procedure or practice which poses a threat to the health or safety of any person associated in any way with the District.

Such reports shall be made on forms provided by the District, one (1) copy being retained by the reporting unit member. The District shall promptly investigate any reports and take action within such time as is appropriate in the circumstances.

3. The District and the unit members shall cooperatively work together to maintain safe and healthful conditions in the unit member's work or teaching area of responsibility.

ARTICLE XVIII

K-8 CLASSROOM VISITATION GUIDELINES

Teachers and staff recognize the importance of classroom visits to help promote educational awareness and build partnerships among parents, the school, and the community. The purpose of all visitations is to experience the school environment and instructional programs.

Article XVIII refers to program observation and visitation and does not apply to classroom volunteers.

1. All visitations shall be scheduled ahead of time with the teacher.
2. The purpose of the observation or visitation shall be clearly established ahead of time with the teacher.
3. The duration and/or frequency of any observation or visitation shall be mutually agreed upon and shall not exceed 90 minutes per person per month.
4. Upon teacher request an administrator will be present for the duration of any observation or visitation.
 - a. the schedule of the administrator shall be considered and may cause the observation or visitation to be rescheduled
5. Teachers shall not be subject to observations or visitations that disrupt or negatively affect instruction.
 - a. Section 19.5 shall apply to District Parent Visitation days
6. See Board Policy/Administrative Regulation 1250 for further guidelines on observation and visitation.

ARTICLE XIX

COMPENSATION AND BENEFITS

1. Salary Schedule: The District will grant step and column increases according to the Certificated Teachers Salary Schedule and School Psychologist Salary Schedule attached to this Agreement as Appendix 1. The cost of benefits and salaries shall be considered as a whole.

2023-2024 School Year:

- a. The 2022-2023 salary schedules shall be increased by 7.5% effective July 1, 2023.
- b. The basic hourly rate for this year will be \$56.50, effective July 1, 2023.
- c. The C/PD hourly rate for this year will be \$73.00, effective July 1, 2023.
- d. The hourly rates are subject to negotiation upon termination of the 2024-2027 contract.

2024-2025 School Year

- a. The 2023-2024 salary schedule shall be increased by 7.5% effective July 1, 2024.

Salary Schedules:

- a. The base salary schedules for bargaining unit members will be set forth in Appendix 1, attached hereto and made a part thereof subject to the provisions of this Agreement; unit members shall be compensated in accordance with such schedule.
- b. The salary for each full time member shall be equal to the salary for such unit member as set forth on the salary schedule.
- c. The salary for each unit member working less than full time, including unit members on a shared contract, shall be equal to that amount determined by applying the ratio of the hours worked by such unit member to the applicable salary on the salary schedule.
- d. Except as otherwise provided in the Agreement, placement on the salary schedule shall be based on the employee's years of teaching service as of June 30, of the previous year and units completed, as verified by the official transcripts or grade slip, pending receiving transcript, supplied to the District by October 1, of the current school year.
- e. New employees shall be given full credit for up to a maximum of eleven (11) years of teaching experience when initially placed on the salary schedule beginning with step 12. One year of service 60 credit experience will be added each year through the length of this contract to step 25.
- f. Unit members will be paid their salary on a ten (10) month basis, unless the District is notified in writing by September 10, that the unit member wishes a twelve (12) month distribution of salary (deferred pay).

2. Student Contact Days: The number of student contact days shall be one hundred eighty (180) days unless changed by the State.

3. Extended Duties: Compensation will be provided for duties/hours undertaken by unit members outside their normal teaching duties for which release time has not been granted.

a. Each year, by June 1, the District, in agreement with the Association, shall define the list of eligible duties for ongoing assignments for the ensuing year, to be paid by an agreed upon stipend. See Article XVI Teacher Leadership Compensation

b. When duties beyond the list set forth in Article XVI are undertaken by unit members they shall be compensated at an hourly rate as outlined in Section 1.

i. Basic Hourly Rate: An employee shall be paid this rate to provide additional services that require minimal preparation. Work paid at this rate shall include but not be limited to payout for in-lieu periods (paid at 80% of hourly rate) and supervision of students (e.g., lunch duty, which shall be paid at 80% of the hourly rate).

ii. Professional Development and Curriculum Hourly Rate: An employee shall be paid this rate when requested by a supervisor to develop curriculum or assessments or to provide professional development or training to adults when such work is outside the employee's regular job responsibilities and/or beyond the professional day. Presenters may receive up to two (2) hours of preparation time at the basic hourly rate subject to District approval for each one hour of professional development or training provided. Work paid at this rate shall include, but not be limited to: Leading professional development workshops, writing curriculum, developing district-wide benchmark, or placement assessments.

4. In-Lieu Program: Under this Program, grades 6-8 unit members who provide class coverage for other teachers acquire "in-lieu credits In-lieu class coverage is provided either due to emergencies or for planned time off. Accumulation and use of in lieu credits shall be according to the following provisions.

a. Unit members earn one in-lieu credit for each period during which they provide direct instruction to students.

b. Unit members may earn and accumulate up to 30 credits within a school year, at which time there shall be no more accrual.

c. A unit member may receive an "advance" of one unearned in-lieu credit if necessary due to an emergency. This credit must be earned within the year it is advanced.

d. Unit members may use a maximum of ten (10) earned credits per school year for the reasons set forth in section 4 above. In any event, an in-lieu credit shall be charged due to a unit member's absence during his/her prep period and/or support period. Use of these ten (10) credits is limited to the following circumstances:

i. Pre-approved planned time off. Single or multiple credits may be used at one time, up to one full day equalling the use of seven (7) credits.

ii. Unit member requests to use in-lieu credits for planned time off must include the unit member who has agreed to provide coverage and be received by the principal via email at least four (4) work days prior to the planned time off. Requests will be approved absent compelling reasons for denial (e.g., heavy District usage of substitutes). Unit members should be notified of the denial within one (1) work day of the request.

- iii. In-lieu credits for planned time off may not be used during the following: “SLCT days,” Redwood professional development days, early release day meetings, and the day immediately before or after a holiday, or recess period.
- iv. When planned time off is for Mondays or Fridays, in-lieu credits will be subject to pre approval only in full day increments (except as prohibited by (d) (iii) above).
- v. For purposes of use of in-lieu credits only, an “emergency” is defined as a dangerous or serious situation, or an accident, or a sudden or impending, unexpected occurrence or occasion, any of which require the immediate action of the unit member in order to protect the health or safety of oneself or others. This definition does not preclude or affect the use of personal necessity leave pursuant to Article 10, section 3 of this Agreement.

e. Site administration may independently request coverage due to unforeseen circumstances occasioned by the absence of a unit member and/or due to the unavailability of substitutes. Unit members shall participate in a rotating schedule for in-lieu coverage. The schedule will be created by the site administrator and an STA representative.

f. Unit members shall be paid at 80% of the contractual basic hourly rate for each earned but unused in-lieu credit at the end of each school year.

5. Extended Work Day: If a unit member is needed on a regular basis to work in excess of the hours of a regular full time unit member, the additional compensation if any, shall be agreed upon by the unit member and the District on an individual basis, depending on the additional duties and other appropriate factors consistently applied and implemented on a non-discretionary basis.

6. Extended Year: A committee of STA representatives and District representatives will be formed to design application procedures and a selection process for an extended work year program. Extended work year projects will be determined by the District. Up to \$20,000 is budgeted.

7. Salary Deductions: Deductions for an absence other than an approved leave shall be made in the month following such absence. Such deductions shall be $1/X$ (where X equals the number of schedule work days) of the employee's total annual salary for each day of absence. Absences on staff development days must be called in or the employee is subject to a salary deduction.

8. Salary Schedule Additions: The following additions shall apply to the base salary schedule:

a. Master's or Doctorate Degrees - \$2,350 dollars per annum for each (limit of two).

b. Psychologists: A psychologist salary schedule is in effect. Once a member has reached the last step of the salary schedule, a longevity increase of \$2000 shall be added to the salary schedule after each 5 year period of continuous employment by the district.

Calculation of the 5 year periods of continuous employment for current members on this salary schedule shall begin at the 2015-16 school year.

The above shall pertain to full and part time employees. The full longevity increase shall be added to the salary schedule after each 5 year period for years 11, 16 and 21, and shall be allocated based upon FTE status.

c. Current unit members as of June 30, 2023 who are not eligible for a masters stipend, but received a counseling stipend of \$650, resource specialist \$1,000, special education (early childhood, mild/moderate, moderate/severe) \$1,000 or speech language pathology \$650 stipend during the 2022-23 fiscal year, will continue to receive the same stipend until a masters degree is earned. Once a masters degree is earned, the unit member will only receive the masters stipend.

9. Horizontal Movement: All professional growth units are subject to prior approval by the site administrator/supervisor. Human Resources shall evaluate all professional growth credit, other than collegiate credits. Decisions as to whether credits applied for shall be granted will be made by that department, and is subject to Superintendent approval and appeal. Application for credit must be submitted by October 1st.

a. Advancement on the salary schedule shall be granted for each twelve (12) units that may be earned by:

- i. Completing semester or the equivalent units approved by the District and taken at a university.
- ii. Completing non-collegiate professional development activities that meet the non-professional growth guidelines and are approved by the District and the Association's Non-Collegiate Professional Growth Committee.

iii. Completing any combination of collegiate or non-collegiate units.

iv. Travel

1. Credit may be granted for personal travel which results in academic benefits to students.
2. Credit for personal travel will be limited to one semester unit per trip.
3. No credit will be granted for trips taken by the same individual which duplicated those for which credit has previously been granted.
4. Upon completion of the travel, the applicant must submit a travel outline to include a summary of the itinerary with activities along with evidence of academic value for students, i.e. lesson plan, multi-media presentation, photo essay, etc.
5. Application for credit must be submitted by Oct 1st. Late applications will not be accepted.

v. Conference/Workshop & District In-service and Curriculum Development

1. Semester units may be granted based on one unit for 15 hours, two units for 30 hours, etc. of class attendance.
2. At the conclusion of the activity, each applicant must submit the pre-approval form signed by site administrator or supervisor with the following documentation:
 - Summary of Activity
 - Certificate of Completion

vi. Other

1. Application for other professional growth credit not covered above may be submitted for review.
2. Administrator/Supervisor approval required.
3. Each applicant must submit upon completion of the activity:
 - A statement of the activity content (activity summary/description)
 - Evidence of academic value

vii. Right of Appeal: Any exception to the established requirements may be appealed to the Superintendent.

b. In order to qualify for horizontal movement on the salary schedule, educational units must be approved by the District in advance, and the unit member must obtain a passing grade in graded subject or a "pass" in a "pass-fail" subject. Application for approval shall be made on a form provided by the District. No more than twelve (12) semester units will be credited per year.

c. A unit member shall notify the District in writing on a form provided by the District of his intention to qualify for horizontal movement on the salary schedule. Confirmation of such intentions are to be provided by June 1.

d. The official transcript or grade slip pending receipt of transcript or documentation, using the District form, of non-collegiate professional growth hours or units must reach the District by October 1, of the school year for which horizontal advancement is requested.

10. Vertical Movement:

a. After assignment in a column and step, a unit member shall progress to the next step, if he/she has worked 75% or more of a school year.

b. Unit members on leave shall not have the year counted toward longevity increments, except as provided by Education Code 44966.

11. Outside Services: The District contracts with third persons for the performance of certain services not performed by its employees or which its employees may be unable to perform. The performance of such services shall be undertaken in accordance with agreements made by the District and the provider of such services, which may include unit members. The terms of such agreements, including compensation, are outside the scope of and are not subject to the provisions of this Agreement.

12. Research and Development:

a. Proposed curriculum research and development and in- service education will be developed by the unit and/or the District with the unit member's consent.

b. Such proposals developed by the unit member are submitted to the DLT and the District for review and approval.

c. When such proposals are approved by the DLT and the District, compensation will be agreed to by the unit member and the District.

13. Benefits: It is in the mutual interest of both the District and the Association to contain the cost of health benefits. Both parties will direct our Health & Welfare Task Force to advocate for the best possible health coverage for our employees at the lowest cost to the District. The Task Force will convene each school year as needed to review and analyze the health plans offered by the District and will issue findings and recommendations to the District and employee groups in sufficient time to effect changes for the following fiscal year and/or plan year, if the parties choose to do so through the negotiations process. Negotiations shall be reopened on this subject at the written request of either party regardless of any contractual provisions to reopen or close negotiations during the term of this Agreement pursuant to Article I. We will:

- Hold an open enrollment period in May or June.
- Provide a fact sheet for each employee on the cost of his/her benefits within forty-five (45) days after close of negotiations (i.e., medical, dental, vision, STRS, etc.). (Health & Welfare rate must be known.)

- a. The District shall maintain and pay the cost of health and welfare benefits which have been mutually agreed upon year to year for unit members, their dependents, and registered domestic partners.
 - i. If any such policy coverage is changed, the cost increased or policy canceled by the insurers, the Association and the District shall promptly locate an alternate insurance plan acceptable to both parties. In any event, coverage will be continuous for the life of this contract.
 - ii. All benefits granted to full time unit members shall be granted to part time or shared contract unit members on a prorated basis. A unit member may opt to pay the uncovered portion to fully participate in all fringe benefits. A unit member who so chooses, may use the dollar equivalent of his prorated share of either the dental plan, vision plan, or a specific medical plan to apply toward the remaining benefit.
 - iii. Payments for July and August benefits will be deducted in equal installments from September, October, November and December monthly compensation.
- b. Unit members hired on July 1, 2023 or thereafter shall be entitled to 90% of the value of the lowest cost family HMO non-deductible health plan plus dental and vision. This may be applied to a higher cost plan in which the unit member shall pay the difference in premium costs. If a lower cost plan is selected the unit member shall not be entitled to any cash payment for the difference in the premiums.
- c. The level of benefits in effect at the expiration of this contract shall continue in effect during the time that negotiations of a new contract are proceeding.
- d. In the event that federal or State taxation laws regarding health insurance benefits change, the District and the Association shall immediately renegotiate this Section 13, Article XIX.

14. Mileage Reimbursement: Unit members who are required by the District to use their personal automobiles in the performance of their regular duties will be reimbursed for such travel as is required and approved by the District at the current IRS rate. Unit members who are assigned to more than one (1) school per day shall be reimbursed at such rate for travel required between schools. The foregoing shall not apply to travel between a unit member's residence and place of assigned duty.

15. Compensation Statement: Each bargaining unit member will be presented with a statement every year, stating the step and column, and any additional compensations.

ARTICLE XX

EXAMINATIONS

1. A tuberculosis risk assessment will be required at least once every four (4) years in compliance with Education Code section 49406. An examination for tuberculosis shall occur according to a licensed health care provider's orders. The District shall make provision for such examinations at no expense to the unit member.
2. At the District's request and expense a unit member will undergo such physical and psychological examinations as permitted by law.

ARTICLE XXI

INTELLECTUAL PROPERTY RIGHTS

All works and materials, including writings, developed or prepared by a unit member under a specific contract or assignment for the development thereof, or of curriculum or other teaching or instructional materials, shall be the sole property of the District, and all rights therein shall inure to the District, including all patent rights and all right of copyright. All other works and materials developed or prepared by a unit member shall be the sole property of the unit member and all rights, including patents and copyrights, shall inure to the unit member.

ARTICLE XXII

RETIREMENT PLANS

1. The District will offer to all members of the bargaining unit contemplating retirement any plan that does not exceed the cost of the District Retirement Plan(s) in effect on this date.
2. Over a two (2) year period the total cost of retirement plans provided for unit members must result in no additional cost to the District.
3. Timelines and plans are subject to negotiations and attached to this document.
4. Plans and health benefits will be negotiated each year and attached to this document as an addendum.

ARTICLE XXIII

SCOPE AND SUPPORT OF AGREEMENT

1. Scope of Agreement:

- a. This Agreement is intended to be and shall be a full settlement of all subjects, matters, and issues which were the subject of meeting and negotiation by parties and subjects, matters and issues which are within the scope of representation as defined in the Act. Except as expressly provided elsewhere in the Agreement during the term of this Agreement, the Association expressly waives and relinquishes the right to meet and negotiate, and agrees that the District shall not be obligated to meet and negotiate, with respect to any subject, matter, or issue whether or not referred to or covered in this Agreement, even though such subject, matter, or issue may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this Agreement and even though such subject or matter was proposed and later withdrawn or settled in a manner adverse to or then adverse to the interests of the Association.
- b. Nothing in this Agreement is intended to deprive the District or any unit member of any rights or obligations the District or the unit member may have at law respecting the hiring and discharge of certificated employees.

2. Support of Agreement:

The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiate process and shall act accordingly.

ARTICLE XXIV

SAVINGS CLAUSE

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions shall, to the extent required by law, be deemed to be invalid but all other provisions of this Agreement shall continue in full force and effect.

Board of Trustees

Scott Adler
Eric Cao
Cynthia Miller
Melissa Stanis
Phyllis Tung

Superintendent

Dr. Ken Geisick

Saratoga Union School District Negotiating Team

Dr. Ken Geisick, Spokesperson
Jean Aldrete
Maira Barker
Kym Imai
Debbie Textor

Saratoga Teachers' Association Negotiating Team

Michele Clement, Spokesperson
Elana Greenberg
Paul Navarro
Jennifer Vandenberg
Sherri Wiesner

ADDENDUMS

APPENDIX 1

Salary Schedule

SARATOGA UNION SCHOOL DISTRICT Certificated Teacher's Salary Schedule 2020-2021

3.00% COLA Increase

	Column A*	Column 1 36 units (or less)	Column 2 48 units	Column 3 60 units	Column 4 72 units	Column 5 84 + units	
1	65,276	68,711	70,084	71,484	72,914		1
2	66,581	70,086	71,486	72,914	74,372		2
3	69,244	72,889	74,345	75,830	77,347		3
4	72,014	75,805	77,319	78,864	80,441		4
5	74,895	78,837	80,412	82,018	83,658		5
6		81,990	83,628	85,299	87,005	88,745	6
7		85,270	86,974	88,711	90,485	92,295	7
8		88,681	90,453	92,259	94,104	95,986	8
9		92,228	94,071	95,950	97,868	99,826	9
10		95,917	97,833	99,787	101,783	103,819	10
11		99,754	101,747	103,779	105,855	107,972	11
12	186 Contractual Work Days				110,089	112,290	12
13	*Column A is for other than fully credentialed teachers.				110,639	113,133	13
14	04/05 New employees may start as high as step 12/Col 5.				111,192	113,981	14
15					111,748	114,836	15
16	Unit members must have rendered paid service for 75%				112,307	115,697	16
17	or more of the number of days (186) in the regular				112,869	116,565	17
18	school year to be eligible to advance one vertical step				113,433	117,439	18
19	on the salary schedule. (CA Ed. Code 44908)				114,000	118,320	19
20					114,570	119,207	20
21	Maximum units to be credited in one year is 12 semester units by Oct. 1st					120,101	21
22	\$1,000 stipend per year for Special Education SDC/RSP					121,002	22
23	when in use.					121,910	23
24	\$1,300 stipend per year for each Masters and/or Doctorate (Maximum 2).					122,824	24
25	\$650 stipend per year for PPS Credential when in use/Speech & Counselors					126,509	25+

05/27/2021

By: pw

SARATOGA UNION SCHOOL DISTRICT
School Psychologist
2020 - 2021

3.00% COLA

Step	School Psychologist (Annual)	School Psychologist (Daily)
1	96,669	483.34
2	101,502	507.51
3	106,577	532.89
4	111,906	559.53
5	117,501	587.51
6-10 Years	123,376	616.88
11-15 Years	125,376	626.88
16-20 Years	127,376	636.88
21+ Years	129,376	646.88
	200 work days	

Behavior/Inclusion Specialist is with the School Psychologist.

*\$1,300 per year will be paid for each Masters or Doctorate up to 2

A \$2,000 increase will be applied in years 11, 16 & 21.

05/27/2027

By: pw

SARATOGA UNION SCHOOL DISTRICT
Certificated Teacher's Salary Schedule
2021 - 2022

3.00% COLA Increase

	Column A*	Column 1 36 units (or less)	Column 2 48 units	Column 3 60 units	Column 4 72 units	Column 5 84 + units	
1	67,234	70,772	72,187	73,629	75,101		1
2	68,578	72,188	73,630	75,101	76,603		2
3	71,322	75,075	76,575	78,105	79,668		3
4	74,174	78,078	79,638	81,229	82,854		4
5	77,141	81,201	82,824	84,479	86,168		5
6		84,449	86,137	87,858	89,615	91,408	6
7		87,827	89,582	91,372	93,200	95,064	7
8		91,341	93,166	95,027	96,928	98,866	8
9		94,994	96,892	98,828	100,805	102,821	9
10		98,794	100,768	102,781	104,837	106,934	10
11		102,746	104,799	106,892	109,031	111,211	11
12	186 Contractual Work Days				113,392	115,660	12
13	*Column A is for other than fully credentialed teachers.				113,959	116,527	13
14	04/05 New employees may start as high as step 12/Col 5.				114,529	117,401	14
15					115,101	118,282	15
16	Unit members must have rendered paid service for 75%				115,677	119,169	16
17	or more of the number of days (186) in the regular				116,255	120,062	17
18	school year to be eligible to advance one vertical step				116,836	120,963	18
19	on the salary schedule. (CA Ed. Code 44908)				117,421	121,870	19
20					118,008	122,784	20
21	Maximum units to be credited in one year is 12 semester units by Oct. 1st					123,705	21
22	\$1,000 stipend per year for Special Education SDC/RSP					124,633	22
23	when in use.					125,568	23
24	\$1,300 stipend per year for each Masters and/or Doctorate (Maximum 2).					126,509	24
25	\$650 stipend per year for PPS Credential when in use/Speech & Counselors					130,305	25+

05/27/2021

By: pw

SARATOGA UNION SCHOOL DISTRICT
School Psychologist
2021 - 2022
3.00% COLA

Step	School Psychologist (Annual)	School Psychologist (Daily)
1	99,569	497.85
2	104,548	522.74
3	109,775	548.87
4	115,264	576.32
5	121,027	605.13
6-10 Years	127,078	635.39
11-15 Years	129,078	645.39
16-20 Years	131,078	655.39
21+ Years	133,078	665.39
	200 work days	

Behavior/Inclusion Specialist is with the School Psychologist.

*\$1,300 per year will be paid for each Masters or Doctorate up to 2

A \$2,000 increase will be applied in years 11, 16 & 21.

05/27/2021

By: pw

SARATOGA UNION SCHOOL DISTRICT
Certificated Teacher's Salary Schedule
2022 - 2023

3.00% COLA Increase

	Column A*	Column 1	Column 2	Column 3	Column 4	Column 5	
		36 units (or less)	48 units	60 units	72 units	84 + units	
1	69,250	72,895	74,353	75,838	77,354		1
2	70,635	74,353	75,840	77,355	78,901		2
3	73,461	77,327	78,873	80,449	82,057		3
4	76,399	80,420	82,028	83,667	85,339		4
5	79,455	83,637	85,309	87,013	88,753		5
6		86,983	88,722	90,494	92,303	94,149	6
7		90,462	92,271	94,114	95,995	97,915	7
8		94,080	95,961	97,878	99,835	101,832	8
9		97,844	99,800	101,793	103,828	105,905	9
10		101,757	103,792	105,865	107,982	110,141	10
11		105,828	107,943	110,100	112,301	114,547	11
12	186 Contractual Work Days				116,793	119,129	12
13	*Column A is for other than fully credentialed teach				117,377	120,022	13
14	04/05 New employees may start as high as step 1				117,964	120,922	14
15					118,554	121,829	15
16	Unit members must have rendered paid service for				119,146	122,743	16
17	or more of the number of days (186) in the regula				119,742	123,664	17
18	school year to be eligible to advance one vertical s				120,341	124,591	18
19	on the salary schedule. (CA Ed. Code 44908)				120,942	125,526	19
20					121,547	126,467	20
21	Maximum units to be credited in one year is 12 semester units by Oc					127,415	21
22	\$1,000 stipend per year for Special Education SDC/RSP					128,371	22
23	when in use.					129,334	23
24	\$1,300 stipend per year for each Masters and/or Doctorate (Maximu					130,304	24
25	\$650 stipend per year for PPS Credential when in use/Speech & Cour					134,213	25+

SARATOGA UNION SCHOOL DISTRICT
School Psychologist
2022 - 2023
3.00% COLA

Step	School Psychologist (Annual)	School Psychologist (Daily)
1	102,556	512.78
2	107,684	538.42
3	113,068	565.34
4	118,721	593.61
5	124,658	623.29
6-10 Years	130,890	654.45
11-15 Years	129,078	645.39
16-20 Years	131,078	655.39
21+ Years	133,078	665.39
	200 work days	

Behavior/Inclusion Specialist is with the School Psychologist.

*\$1,300 per year will be paid for each Masters or Doctorate up to 2

A \$2,000 increase will be applied in years 11, 16 & 21.

05/27/2021

By: pw

SARATOGA UNION SCHOOL DISTRICT
Certificated Teacher's Salary Schedule
2023 - 2024

7.50% COLA Increase

	Column A*	Column 1	Column 2	Column 3	Column 4	Column 5	
		36 units (or less)	48 units	60 units	72 units	84 + units	
1	74,444	78,362	79,929	81,526	83,156		1
2	75,933	79,929	81,528	83,156	84,819		2
3	78,970	83,127	84,789	86,483	88,211		3
4	82,129	86,452	88,181	89,942	91,740		4
5	85,414	89,910	91,708	93,540	95,409		5
6		93,506	95,376	97,281	99,226	101,210	6
7		97,246	99,191	101,172	103,195	105,259	7
8		101,136	103,159	105,219	107,323	109,469	8
9		105,182	107,285	109,428	111,616	113,848	9
10		109,389	111,577	113,805	116,080	118,402	10
11		113,764	116,040	118,357	120,723	123,138	11
12	186 Contractual Work Days				125,552	128,063	12
13	*Column A is for other than fully credentialed teachers.				126,180	129,024	13
14	04/05 New employees may start as high as step 12/Col 5.				126,811	129,992	14
15					127,445	130,966	15
16	Unit members must have rendered paid service for 75%				128,082	131,949	16
17	or more of the number of days (186) in the regular				128,723	132,938	17
18	school year to be eligible to advance one vertical step				129,366	133,935	18
19	on the salary schedule. (CA Ed. Code 44908)				130,013	134,940	19
20					130,663	135,952	20
21	Maximum units to be credited in one year is 12 semester units by Oct. 1st					136,972	21
22	\$2,350 stipend per year for each Masters and/or Doctorate (Maximum 2).					137,999	22
23						139,034	23
24						140,077	24
25						144,279	25+

SARATOGA UNION SCHOOL DISTRICT
School Psychologist & Social Worker
2023 - 2024

7.50% COLA

Step	School Psychologist & Social Worker
1	110,248
2	115,760
3	121,548
4	127,625
5	134,007
6-10 Years	140,707
11-15 Years	142,707
16-20 Years	144,707
21+ Years	146,707
	200 work days

*\$2,350 per year will be paid for each Masters or Doctorate up to 2
A \$2,000 increase will be applied in years 11, 16 & 21.

APPENDIX 2

RETIREMENT PLANS OFFERED BY SUSD TO CERTIFICATED EMPLOYEES

General Guidelines

- * Years served immediately prior to retirement must be the FTE of 10 consecutive years.
- * Employees may choose to defer any of the plan benefits below for up to 5 years. When the employee chooses to activate this benefit, the amount paid will be the rate that was paid for the first 5-year period had the employee elected coverage beginning at the time of retirement. At no time will the benefits exceed 5 years or to age 65.
- * Dependent coverage will end with the demise of the retiree.
- * Plans are based on cumulative FTE for total SUSD service. Only FTE earned during the years eligible for health and welfare benefits will be included.
- District approved leave of absence shall not be considered a break in service.
- Effective July 1, 2013, new employees will not receive any early retirement health and welfare benefits. (2012)
- Effective July 1, 2014, employees who retire will pay benefits at the level under the contract in place at the time of retirement. (2012)

PLAN A

- * Age 55 with a minimum of 10 years FTE of SUSD service.
- * Retiree will receive 5 years or to age 65 (or Medicare eligible) whichever comes first of reduced benefits contribution.
- * For the eligibility period (see above) the retiree will receive:
 1. Entitlement will be the Kaiser single rate plus dental and vision
 2. Balance of selected health and welfare benefits will be paid by the retiree.
 3. Retiree living out of the area will submit proof of payment from the medical provider for other amount up to the current negotiated for Kaiser single rate plus dental and vision.
 4. Retiree is eligible to select and pay for health and welfare benefits after eligibility period based on current negotiated offering for an active employee.

PLAN B

- * Age 55 with a minimum of 15 years FTE of SUSL service.
- * Retiree will receive 5 years or to age 65 (or Medicare eligible) whichever comes first of reduced benefits contribution.
- * For the eligibility period (see above) the retiree will receive:
 1. Entitlement will be the PPO single rate plus dental and vision
 2. Balance of selected health and welfare benefits will be paid by the retiree.
 3. Retiree living out of the area will submit proof of payment from the medical provider for the amount up to the current negotiated offerings for PPO single rate.
 4. Retiree is eligible to select and pay for health and welfare benefits after eligibility period based on current negotiated offering for an active employee.

PLAN C

- * Age 55 with a minimum of 20 years FTE of SUSL service.
- * Retiree will receive the current, full, active employee negotiated health and welfare benefits for 5 years or to age 65 (or Medicare eligible) whichever comes first.
- * Retiree living out of the area will submit proof of payment from the medical provider for the amount up to the current negotiated offering for an active employee.
- * Retiree is eligible to select and pay for health and welfare benefits after eligibility period based on current negotiated offering for an active employee.

APPENDIX 3

SUSD SHARED CONTRACT PROCEDURE & APPLICATION

We believe that shared contracts can work effectively for students and employees. Shared contracts will consist of either 50%-50% or 60%-40% sharing of a contract.

Interests of students

- Continuity of Program – joint planning, specific assignment
- Benefit of strengths of two teachers, multiple perspectives and special interest
- Synergy

Interest of Teachers and District

- Contributions to long term employee wellness - alternative to full time employment
- Demonstrates personal interest in employees
- Contributes to continuity and longevity for employees
- Encourages team teaching – collaboration

Guidelines for approving a shared contract team

The following aspects will be considered when a request for shared contract is made:

- Success and length of existing contract
- Child care/family needs
- Health
- Fairness/equity
- Shared contracts at grade level (not to exceed 50% of classes at a site grade level)
- Shared contracts at a site (not to exceed 20% of general education classrooms)
- No additional cost to the district

Application/Interview process

- By March 1, notify Superintendent of interest in shared contract and percent of time.
- A teacher may request a shared contract after March 1, only if there are extenuating circumstances.
 - Principal, Director of Personnel and person requesting part-time leave seek matches/team.
 - Interview candidate if necessary; a rep from grade level may be involved.
 - Team submits application by June 1. A successful match has priority for continuing in the future.
- Principal, teacher and Superintendent agree on second member of team by June 15.
- If a qualified match is not made by June 15, the teacher is not granted a part time leave.
- If a qualified match is found during the summer, the request for a shared contract will be reconsidered.

- If one of the members of the team resigns during the summer, every effort will be made to find a new member for the team. If a new team member is not found by July 30, the leave is rescinded.
- Once the team has been identified, the members will fill out an application including a calendar identifying the days each member will work. Shared contracts will be 60/40 or 50/50. Both members of the team will plan to attend staff development. (See Staff Development and Substitute sections.)
- If a person on a shared contract must break the contract for an extenuating reason, the member remaining will be involved in the replacement interviews.

When a shared contract isn't working for students and/or parents

- If principals or parents have concerns which affect students we will use the evaluation process or problem solving procedure. The principal will investigate, observe and monitor, taking appropriate action.

Depending on administrator approval, **20%** of a school's faculty may be on a shared contract.

- The Superintendent can involuntarily transfer to an open position a shared contract team if the shared contracts create a hardship at a particular school or grade.
- The teacher may make a voluntary transfer of grade or school where an appropriate opening exists. Both principals will be involved in the transfer.
- If a request for a shared contract is going to be denied at a school because of the number of requests, the preferred procedure is that teachers at the school requesting shared contract meet to determine solutions that are in the best interests of students, the school, the teachers and parents. If solutions cannot be reached at the school, a teacher may file an appeal with the Superintendent. The Superintendent will review the process used at the school site and the details of the teacher's request. The Superintendent's decision will be considered final.

Dissolution of Shared Contract Assignment (2012)

A. Requests by teachers to continue in a shared contract assignment, or to return to a full-time assignment, shall be made in writing to the Human Resources Office by March 1st.

B. Requests by teachers, to return to a full-time assignment, timely filed, shall be granted (teachers with full-time position rights). For purposes of assignment, such teachers shall have the same status as other teachers returning from leave.

1) A teacher in a shared position who loses a partner and wishes to continue in a shared contract may remain at his/her assigned school if the partner is a "temporary" or Probationary, plans to share with someone else on the staff, finds a partner from another school or if the current partner returns to full-time.

2) Should both partners wish to return to full time, the partner with the greatest seniority at that school shall have the option to remain. Should both have equal school seniority, the involuntary transfer criteria found in the transfer section of this Agreement shall be used.

Staff Development

- If District or school professional development occurs when one of the team members is not working, the principal will determine whether both need to attend. The person who would not be regularly working that day will be paid as a sub for the time required.
- Teachers may request professional growth hours to be applied toward salary advancement in place of sub pay.
- If appropriate, both teachers will attend all roundtables.

Substitutes

Our primary goal is to maintain program and instructional continuity.

- When one member of the team is absent because of illness or personal necessity, the other team member will substitute, if possible.
- A teacher who substitutes for a partner will be paid substitute pay for that day, not their regular daily rate. This is consistent with the guideline of no increased cost to the District.
- The absent member must call the substitute coordinator and give reason for the absence and inform or request a substitute. The school office must also be notified of the absence and expected time of return.
- Teachers sharing a contract will work their pre-determined percentage/number of days except in an emergency, but may exchange days, in consultation with the principal.
- Each teacher of the team may take only the number of days he/she is entitled to for illness or personal necessity.

Communication and Planning

The success of a shared contract depends on good communication between the team members and the principal. In the application process, the team will describe its communication plan.

Parent Conferences

Both teachers on shared contracts should attend all conferences. Scheduling of days and times should be done to meet both teachers' and parents' needs. The teacher who would not regularly be working at that time will be paid as a sub for each half day they are in conferences.

Professional Activities (No extra pay)

Every teacher has professional responsibilities. These responsibilities include Back to School Night, Open House and school and District activities (first day meetings, etc.). Shared contract teams should participate in activities equal to a full time equivalent teacher. Open House and Back to School Night should be attended by both members of the team. The staff member with the higher percentage of teaching responsibility should serve on a greater number of committees and attend more school-wide activities.

Classroom Responsibilities

At the beginning of the year, both teachers should work together in the classroom for a reasonable period of time in order to assess and diagnose the needs of students and to establish a good working relationship.

Compensation as a substitute for extra days worked will be paid. The number of days will be determined according to FTE, status and familiarity with the district and school: 1-4 days as determined by the principal. If

the assignment has not changed, teachers sharing a contract for more than two (2) years will be paid for up to two days of co-teaching.

Temporary/Probationary/Permanent Status

- One member of the team must be in permanent status. Beginning 1999-00, a new employee hired to fill the vacant portion of a shared contract, shall remain in temporary status for the duration of the shared contract.
- When permanent teachers are sharing a contract, both must request a leave for the appropriate percentage of FTE.
- When three permanent, compatible teachers request to share contracts, the two with the most seniority will be matched.
- When a member of a shared contract is in permanent status and wishes to return to fulltime work, they must inform the District by March 1 of the prior school year that they wish to return to fulltime teaching.

Other Leaves

- A shared contract may not be combined with another leave without prior Superintendent approval.

Other Items

Changes to the calendar are only allowed under extenuating circumstances. In order to make proper adjustments for payroll, a new calendar must be submitted within 5 days of the change. When one member of the team substitutes for more than eleven (11) days, substitute pay will be given at the long term rate, pending final approval by the Business Office.

APPLICATION FOR SHARED CONTRACT SCHOOL YEAR _____

Application must be submitted by the contract team no later than June 1. Be sure it includes an administrator's approval.

(A) Teacher _____ FTE Requested _____

(B) Teacher _____ FTE Requested _____

School Year _____ School _____ Grade _____

1. Is this a request to renew an existing shared contract or to begin one? _____

2. What will be the specific days and times teacher (A) and (B) will be present in the classroom?

	Monday	Tuesday	Wednesday	Thursday	Friday
AM					
PM					

	Monday	Tuesday	Wednesday	Thursday	Friday
AM					
PM					

3. At the beginning of the year, both teachers should work together in the classroom for a reasonable period of time in order to assess and diagnose the needs of students and to establish a good working relationship. What minimum period of time will you work together for these purposes? **Compensation as a substitute for extra days will be paid according to FTE, status and familiarity with the district and school: 1-4 days as determined by the principal.**

4. For what other special circumstances during the year will both teachers work together in the classroom?

5. What times will be established for both of you to meet on a regular basis to confer about pupil progress.

6. How will you assure continuity for a five day per week reading program for your class?

7. How will you assure continuity for a five day per week English program for your class?

8. How will you assure continuity for a five day per week math program for your class?

9. Does Teacher (A) have special strengths which will be of benefit to the class?

10. Does Teacher (B) have special strengths which will be of benefit to the class?

11. For what areas will Teacher (A) be responsible during parent conferences?

12. For what areas will Teacher (B) be responsible during parent conferences?

13. How will you both provide the principal with periodic reports and assurances that the shared contract is working well and as agreed, and how often will this be done?

14. What will be the nature and extent of the end-of-the-year evaluation of your shared contract which is the joint responsibility you share with the site principal?

15. The following are suggested methods for successful communication.

- Schedule weekly planning meetings
- Nightly/weekly phone conversations
- "Post-it" notes
- Messages left on message machines at home
- Handwritten or computer-typed messages, E-mail or letters to each other
- Parent conferences done together
- Time during in-service days to talk (at lunch or before/after the program)
- Checking off material that has been read or completed. For example, checking off each Daily Oral Language and Journal idea as each one is completed
- Placing initials on memos from the school office or District so we each know we have read the material.
- Making an effort outside the classroom to get to know each other to establish a comfortable friendship and working relationship.

How will you communicate with each other?

Additional items of agreement:

- If District or school professional development occurs when one of the team members is not working, the principal will determine whether both teachers need to attend. The person who would not be regularly working that day will be paid as a sub for the time required. Teachers may request professional growth hours to be applied toward salary adjustment in place of sub pay.
- Both teachers should meet with parents at back to school night and open house events.
- **Both teachers will meet together, and each will fill out a yearly calendar. Both calendars will be returned with this signed and approved agreement.**
- Recording pupil progress on report cards or on other required or needed forms is the joint responsibility of both teachers.
- Both teachers should attend all parent conferences unless a parent specifically requests otherwise.
- **Unless there is prior approval from the principal and Business Office, only one member of the team will be compensated for overnight field trips.**

We have read and will comply to the best of our ability with the plans set forth in this application.

Teacher (A) _____
Signature _____ Date _____

Teacher (B) _____
Signature _____ Date _____

Approved by the:		
Building Principal	_____ Signature	_____ Date
Superintendent	_____ Signature	_____ Date
Business Office	_____ Signature	_____ Date
Human Resources	_____ Signature	_____ Date

APPENDIX 4

Saratoga USD

Board Policy

Complaints Concerning District Employees

BP 1312.1

Community Relations

The Board of Trustees accepts responsibility for providing a means by which the public can hold employees accountable for their actions. The Board desires that complaints be resolved expeditiously without disrupting the educational process.

The Superintendent or designee shall develop regulations which permit the public to submit complaints against district employees in an appropriate way. These regulations shall protect the rights of involved parties. The Board may serve as an appeals body if the complaint is not resolved.

The Board prohibits retaliation against complainants. The Superintendent or designee at his/her discretion may keep a complainant's identity confidential, except to the extent necessary to investigate the complaint. The district will not investigate anonymous complaints unless it so desires.

Legal Reference:

EDUCATION CODE

33308.1 Guidelines on procedure for filing child abuse complaints

35146 Closed sessions

44031 Personnel file contents and inspection

44811 Disruption of public school activities

44932-44949 Resignation, dismissal and leaves of absence (rights of employee; procedures to follow)

48987 Child abuse guidelines

GOVERNMENT CODE

54957 Closed session; complaints re employees

54957.6 Closed session; salaries or fringe benefits

PENAL CODE

273 Cruelty or unjustifiable punishment of child

11164-11174.3 Child Abuse and Neglect Reporting Act

WELFARE AND INSTITUTIONS CODE

300 Minors subject to jurisdiction of juvenile court

Management Resources:

CDE LEGAL ADVISORIES

0910.93 Guidelines for parents to report suspected child abuse by school district employees or

other persons against a pupil at school site (LO:4-93)

Policy SARATOGA UNION SCHOOL DISTRICT
adopted: March 22, 2005 Saratoga, California

Saratoga USD

Administrative Regulation

Complaints Concerning District Employees

AR 1312.1

Community Relations

The Superintendent or designee shall determine whether a complaint should be considered a complaint against the district and/or an individual employee, and whether it should be resolved by the district's process for complaints concerning personnel and/or other district procedures.

To promote prompt and fair resolution of the complaint, the following procedures shall govern the resolution of complaints against district employees:

1. Every effort should be made to resolve a complaint at the earliest possible stage. Whenever possible, the complainant should communicate directly to the employee in order to resolve concerns.
2. If a complainant is unable or unwilling to resolve the complaint directly with the employee, he/she may submit an oral or written complaint to the employee's immediate supervisor or the principal.
3. All complaints related to district personnel other than administrators shall be submitted in writing to the principal or immediate supervisor. If the complainant is unable to prepare the complaint in writing, administrative staff shall help him/her to do so. Complaints related to a principal or central office administrator shall be initially filed in writing with the Superintendent or designee. Complaints related to the Superintendent shall be initially filed in writing with the Board.
4. When a written complaint is received, the employee shall be notified within five days or in accordance with collective bargaining agreements.
5. A written complaint shall include:
 - a. The full name of each employee involved
 - b. A brief but specific summary of the complaint and the facts surrounding it
 - c. A specific description of any prior attempt to discuss the complaint with the employee and the failure to resolve the matter
6. Staff responsible for investigating complaints shall attempt to resolve the complaint to the satisfaction of the parties involved within 30 days.

7. Both the complainant and the employee against whom the complaint was made may appeal a decision by the principal or immediate supervisor to the Superintendent or designee, who shall attempt to resolve the complaint to the satisfaction of the person involved within 30 days. Parties should consider and accept the Superintendent or designee's decision as final. However, the complainant, the employee, or the Superintendent or designee may ask to address the Board regarding the complaint.

8. Before any Board consideration of a complaint, the Superintendent or designee shall submit to the Board a written report concerning the complaint, including but not limited to:

- a. The full name of each employee involved
- b. A brief but specific summary of the complaint and the facts surrounding it, sufficient to inform the Board and the parties as to the precise nature of the complaint and to allow the parties to prepare a response
- c. A copy of the signed original complaint
- d. A summary of the action taken by the Superintendent or designee, together with his/her specific finding that the problem has not been resolved and the reasons

9. The Board may uphold the Superintendent's decision without hearing the complaint.

10. All parties to a complaint may be asked to attend a Board meeting in order to clarify the issue and present all available evidence.

11. A closed session may be held to hear the complaint in accordance with law.

12. The decision of the Board shall be final.

Any complaint of child abuse or neglect alleged against a district employee shall be reported to the appropriate local agencies in accordance with law, Board policy and administrative regulation.

Regulation SARATOGA UNION SCHOOL DISTRICT
approved: March 22, 2005 Saratoga, California

APPENDIX 5

SARATOGA UNION SCHOOL DISTRICT

PERSONAL EQUIPMENT AUTHORIZATION

The Bargaining Agreement between SUSD and STA provides for reimbursement for the loss of personal equipment used in the employee's work provided:

- This form is completed in its entirety and signed by the site administrator prior to the date of the loss and,
- The loss was occasioned through no fault of the employee and was the result of unlawful forced entry of another into the classroom.

Such reimbursements are limited to no more than one loss per year and do not apply to:

- Losses occurring during summer recess or when the employee is on leave of absence,
- Losses of less than fifty dollars (\$50) or more than two hundred fifty dollars (\$250).

Name of Employee: _____ Work Location _____
Please Print Please Print

Description of Equipment	Model/ Serial No.	Purchase Date	Purchase Price	Actual Cash Value	To Be Used For	Where Stored	Needed From Date to Date

Employee
Signature _____ Date _____

Supervisor's Authorization: _____ Date _____

APPENDIX 6

Saratoga Union School District Board Policy

SUSD BP 5150

CLASS COMPOSITION

In establishing class composition prior to the opening of school in the fall, the Saratoga Union School District shall insure **class balance** through careful attention to the following criteria:

1. gender of students
2. academic achievement levels
3. special needs of students (ESL, RSP, SDC, GATE, etc.)
4. ethnicity
5. leadership
6. individual learning styles of students
7. other factors contributing to the balanced composition of a class

In all instances, the balance of a class shall reflect consideration for the **well being of students and staff**.

Adopted: August 7, 1990

CLASS COMPOSITION

1. Teachers complete placement cards.
2. Principal meets with teachers at each grade level separately. At this meeting, students are placed into balanced classes without placing teacher's name to a class. To achieve the goal of well balanced classes the following areas are considered:
 - gender---number of boys and girls
 - ethnicity
 - ability level, academic achievement level
 - vertically accelerated
 - leadership skills
 - individual learning styles
 - behaviour patterns
 - special needs
 - day care attendance
3. Combination classes will reflect an heterogeneous mix of students, just as other classes do, with an emphasis on independent workers.

The following guidelines will be used.

- a. Avoid placing students with extreme needs (i.e. academic, emotional, social) in combination classrooms.
- b. If the student's previous class assignment was a combination classroom, avoid a combination assignment for a second year unless the parents and teacher agree it is appropriate.
- c. Carefully consider placement of new students in a combination classroom.
- d. Carefully consider established social relationships

STUDENT PLACEMENT INFORMATION

NAME: _____ GRADE: _____

PARENT INFORMATION REGARDING PLACEMENT COLLECTED BY TEACHER: (Spring Conference)

In order to help me plan your student's placement for next year, please tell me about concerns you have or special considerations I need to know for next year's placement.

TEACHER INFORMATION REGARDING PLACEMENT: (Circle appropriate category.)

Ethnicity: Caucasian Asian Hispanic Black Other

Academic Level:

Language Arts: High Middle High Middle Middle Low Low

Math: High Middle High Middle Middle Low Low

Study Skills:

Independent Worker High Middle High Middle Middle Low Low

Works well in
cooperative groups High Middle High Middle Middle Low Low

Leadership:

Academic
Social

Problems:

Social
Emotional

Separate Students:

Current Assignments:

RSP ESL
SD Combo
RLD Day Care

Candidate for combination class: yes no

Comments on established social relationships?

Previous Combination Classroom Assignments: _____

Other Considerations: (Please make additional comments on back

**Saratoga Union School District
Administrative Procedure**

SUSD AP 5151A

CLASS ASSIGNMENTS

Principals will make class (teacher) assignments of students on an individual basis to insure a well balanced class composition using the criteria established in Policy and Procedure Nos. 5150.

In addition to the criteria listed in the above mentioned policy and procedure, parent input will be considered as one factor, as well as the learning style of the student and the teaching style of the teacher.

Final decision on both grade and class (teacher) assignments will be made by the principal.

No requests for change will be accepted until school has been in process for two weeks. All requests for change must be in writing. The decision of the principal will be final.

August 1994

COMBINATION CLASSROOMS

Combination Classrooms – Student Placement:

Use Guidelines

Use the criteria already established for balanced classrooms with these exceptions:

- Avoid placing students with extreme needs (i.e. academic, emotional, social) in combination classrooms.
- If the student's previous class assignment was a combination classroom, avoid a combination assignment for a second year unless the parents and teacher agree it is appropriate.
- Carefully consider placement of new students in a combination classroom.
- Carefully consider established social relationships.

Combination classrooms – Parent Involvement:

- A. Hold parent meetings and send letters to explain in general how combination classes operate for each combination, addressing the following concerns:
 1. Will each student receive the full curriculum for his/her grade level?
 2. Will each student be challenged?
 3. How will social and emotional development needs be met?
 4. Will friendships be considered in classroom placement?
 5. How will each student be included in grade-appropriate field trips and social experiences?
 6. Will each student receive an appropriate amount of individual attention?
 7. Will parent input be considered in student placement?
 8. What can parents expect as follow-up on placement concerns?

B. Timeline:

March/April

Obtain information from parent during Spring Conference regarding any parent concerns that would help in next year's placement.

May

Parent may write letter expressing student's needs.

Hold open/general meeting of all parents at each school where a combination class is a possibility. Parents of those grade levels which might have a combination class will receive a letter about the open meeting.

Mid August

Send letter to parents whose children have been assigned to a combination classroom.

September

School Site Meeting of principal and all impacted grade level parents and teachers will be held to discuss curriculum and social/emotional needs of participating students.

Combination Classes – Teacher Assignment:

A. Use Criteria for Assignment:

Characteristics:

- Flexible
- Enthusiastic
- Creative

Experience in at least one of the grade levels, preferably the higher (possibly both). Only tenured teachers will be placed in combination classes.

B. Professional Growth:

To prepare all teachers to teach combination classes, professional growth opportunities will be provided including:

1. Strategies for teaching in multi-aged developmental classrooms.
2. Thematic integrated curriculum.
3. A variety of grade level experiences.

C. District, Site Principal, & Staff will Support Teachers:

- Post combination classrooms in order for all teachers to have the opportunity to apply.
- Encourage team teaching.
- Provide appropriate planning time for teams or individual teachers, depending on how teaching responsibilities are shared.
- Provide appropriate materials & curriculum.

APPENDIX 7

Application for Credit SUSD Non-Collegiate Professional Growth Credit

Date: _____

Employee's Name: _____

School/Location: _____

I hereby apply for _____ semester/hours (circle one) of Non-Collegiate Professional Growth Credit on the following basis:

1. _____ Travel
2. _____ Conference/Workshop
3. _____ District In-service Education & Curriculum Development

Administrative Approval: _____

I have read the Administrative Regulation, and I am aware of all the limitations, rules and regulations pertaining thereto. I will submit a proof of completion by October 1st of each school year for credit to be granted on the current increment status.

Employee's Signature: _____ Date: _____

APPENDIX 8

Certificated Employee Evaluation Forms

Form A

All Cycles

Intent: This form guides the conversation between the unit member and evaluator focusing on continuous improvement.

Individual Professional Goals

Based on California Standards for the Teaching Profession (CSTP)

Unit Member: _____ Evaluator: _____ School: _____ Date: _____

Content/Subject Area: _____

Temp _____	Intern _____	Prob I _____	Prob II _____	Perm _____
Supervisor Directed _____		Abbreviated _____		Off-Cycle _____

CSTP 1: Engaging and Supporting All Students in Learning Supporting Goal: Plan/Action Steps: Evidence:	CSTP 2: Creating and Maintaining Effective Environments for Student Learning Supporting Goal: Plan/Action Steps: Evidence:	CSTP 3: Understanding and Organizing Subject Matter for Student Learning Supporting Goal: Plan/Action Steps: Evidence:
CSTP 4: Planning Instruction and Designing Learning Experiences for All Students Supporting Goal: Plan/Action Steps: Evidence:	CSTP 5: Assessing Students for Learning Supporting Goal: Plan/Action Steps: Evidence:	CSTP 6: Developing as a Professional Educator Supporting Goal: Plan/Action Steps: Evidence:

Unit Member's Goals Reflection/Comments:

Unit Member Signature

Date

Evaluator Signature

Date

STANDARD I: <i>Engaging and Supporting All Students In Learning</i>	STANDARD II: <i>Creating and Maintaining Effective Environments For Student Learning</i>	STANDARD III: <i>Understanding and Organizing Subject Matter For Student Learning</i>
1.1 Using knowledge of students to engage them in learning 1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests 1.3 Connecting subject matter to meaningful, real-life contexts 1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs 1.5 Promoting critical thinking through inquiry, problem solving, and reflection 1.6 Monitoring student learning and adjusting instruction while teaching	2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully 2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students 2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe 2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students	3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks 3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter 3.3 Organizing curriculum to facilitate student understanding of the subject matter 3.4 Utilizing instructional strategies that are appropriate to the subject matter 3.5 Using and adapting resources, technologies, and standards- aligned instructional materials, including adopted materials, to make subject matter accessible to
STANDARD IV: <i>Planning Instruction and Designing Learning Experiences For All Students</i>	STANDARD V: <i>Assessing Students for Learning</i>	STANDARD VI: <i>Developing As A Professional Educator</i>
4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction 4.2 Establishing and articulating goals for student learning 4.3 Developing and sequencing long-term and short-term instructional plans to support student learning 4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students 4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of	5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments 5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction 5.3 Reviewing data, both individually and with colleagues, to monitor student learning 5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction 5.5 Involving all students in self-assessment, goal setting, and monitoring progress 5.6 Using available technologies to assist in	6.1 Reflecting on teaching practice in support of student learning 6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development 6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning 6.4 Working with families to support student learning 6.5 Engaging local communities in support of the instructional program 6.6 Managing professional responsibilities to

Saratoga Union School District
ABBREVIATED EVALUATION SUMMARY
FOR PERMANENT CERTIFICATED EMPLOYEES

Intent: If needed, this form may guide a conversation between the teacher and evaluator focusing on the teacher's continuous improvement.

Individual Professional Goals

Based on California Standards for the Teaching Profession

Unit Member: _____ Evaluator: _____ School: _____ Date: _____

Content Area/Subject: _____

1. UNIT MEMBER EVALUATION/REFLECTION/COMMENTS RELATED TO GOALS:

Goal 1

Goal 2

Goal 3 (Optional)

Unit Member Signature: _____ Date: _____

2. ADMINSTRATOR COMMENTS AND BRIEF SUMMARY EVALUATION OF FOCUS GOALS:

	Proficient	Unsatisfactory
CSTP 1	_____	_____
CSTP 2	_____	_____
CSTP 3	_____	_____
CSTP 4	_____	_____
CSTP 5	_____	_____
CSTP 6	_____	_____

Overall Rating:

(All CSTP ratings must be "proficient" in order to be rated "proficient" overall)

_____ P=Proficient
(Meets Standards)

_____ U=Unsatisfactory
(Little or No Evidence of Meeting All Standards)

Evaluator Signature: _____ Date: _____

Next Evaluation Cycle Recommendation:

- _____ Supervisor Directed Evaluation
 _____ Supervisor Directed Evaluation with Remediation and Support Plan
 _____ Off-Cycle

Unit Member Signature Date Evaluator Signature Date

This signature will be considered an acknowledgement of having read and discussed this form, not an agreement with the content. Unit Member has the option to write a response that will be attached to this form.

Saratoga Union School District
PRE-OBSERVATION COLLABORATIVE CONFERENCE
FOR FORMAL OBSERVATION

Unit Member: _____ Evaluator: _____ Date: _____

✓ **Clarify GOALS for student learning and CONTEXT for the lesson:**

Talk about this lesson and how it fits in the curriculum. Tell about the context and what has led up to it.

- ☐ How is this lesson building on students' background, knowledge and experience?
- ☐ How has assessment guided the design of this lesson?
- ☐ What are the goals for student learning?
- ☐ How will you make students aware of the goals for the lesson? Set their own goals, as appropriate?
- ☐ How are the learning goals related to grade level appropriate content standards, state frameworks or other resources?

✓ **Determine EVIDENCE OF SUCCESS and student achievement:**

Talk about your expectations and what you will be looking for in your students as evidence of success.

- ☐ How might you assess what students know and are able to do?
- ☐ What assessment tool would give you the data you need?
- ☐ In what ways are students assessing their own learning?
- ☐ How will students know they have learned it, (e.g. students assessing their own learning)?
- ☐ What informal assessments of student learning might help adjust instruction while teaching?

✓ **SHARE YOUR PLANNING, including teaching strategies and decisions made:**

Give your lesson plan to the administrator and talk about the specifics of the lesson.

Explain the organization and sequence of instructional activities as they relate to the learning goals and content standards. Be sure to include how you planned for "checking for understanding" and "closure" in the lesson.

Identify how scaffolding or differentiation might address the diverse learning needs of the students.

Add other areas related to lesson planning such as:

- ☐ Classroom Management
- ☐ Adjustments for specific students/groups of students, e.g. ELL, special needs
- ☐ Promotion of critical thinking
- ☐ Use of technology
- ☐ Content

✓ **Identify FOCUS FOR DATA COLLECTION: (Most important)**

In addition to the Professional Standards, tell the administrator what you would like him/her to focus on during the lesson.

- ☐ What additional data might be collected for later reflection?
- ☐ How might this inquiry support your professional growth?
- ☐ What are you curious about?
- ☐ What additional data might be collected for later reflection?
- ☐ How might this inquiry support your professional growth?

Unit Member Initials _____

Evaluator Initials _____

Saratoga Union School District
POST-OBSERVATION FEEDBACK FORM FOR FORMAL OBSERVATION

Unit Member: _____ Evaluator: _____ Date: _____

Grade Level / Subject Area: _____ Content Standard(s): _____

Lesson Topic: _____ Learning Target: _____

Observation Focus: _____

CSTP Focus

A. Student outcomes (Formal or Informal)

- Evidence of assessing students for learning

Other Evaluator Comments Regarding this Lesson

B. Strengths and commendations

C. Areas for focus, growth, and reflection

Conference Notes:

Unit Member Signature

Date

Evaluator Signature

Date

This signature will be considered an acknowledgement of having read and discussed this form, not an agreement with the content.
Unit Member has the option to write a response that will be attached to this form.

Saratoga Union School District
CERTIFICATED SUPERVISOR DIRECTED EVALUATION SUMMARY

Unit Member: _____ Assignment: _____ School: _____
 Evaluator: _____ Title: _____ School Year: _____
 Status: Temporary _____ Intern _____ Probationary I _____ Probationary II _____ Permanent _____
 Dates of Observations, Visitations, Conferences _____

Rating: P=Proficient (Meets Standards) AP= Approaching Proficient (Temp, Intern, Prob I, Prob II Only) U=Unsatisfactory (Little or No Evidence of Meeting Standards)

STANDARD I: <i>Engaging and Supporting All Students In Learning</i>	Rating	<i>Commendations/Recommendations/ Evidence Related to this Standard</i>
1.1 Using knowledge of students to engage them in learning 1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests 1.3 Connecting subject matter to meaningful, real-life contexts 1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs 1.5 Promoting critical thinking through inquiry, problem solving, and reflection 1.6 Monitoring student learning and adjusting instruction while teaching		
STANDARD II: <i>Creating and Maintaining Effective Environments For Student Learning</i>	Rating	<i>Commendations/Recommendations/ Evidence Related to this Standard</i>
2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully 2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students 2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe 2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students 2.5 Developing, communicating, and maintaining high standards for individual and group behavior 2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn 2.7 Using instructional time to optimize learning		

STANDARD III: <i>Understanding and Organizing Subject Matter For Student Learning</i>	<i>Rating</i>	<i>Commendations/Recommendations/ Evidence Related to this Standard</i>
3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks 3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter 3.3 Organizing curriculum to facilitate student understanding of the subject matter 3.4 Utilizing instructional strategies that are appropriate to the subject matter 3.5 Using and adapting resources, technologies, and standards- aligned instructional materials, including adopted materials, to make subject matter accessible to all students 3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content		
STANDARD IV: <i>Planning Instruction and Designing Learning Experiences For All Students</i>	<i>Rating</i>	<i>Commendations/Recommendations/ Evidence Related to this Standard</i>
4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction 4.2 Establishing and articulating goals for student learning 4.3 Developing and sequencing long-term and short-term instructional plans to support student learning 4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students 4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students		

STANDARD V: <i>Assessing Students for Learning</i>	<i>Rating</i>	<i>Commendations/Recommendations/ Evidence Related to this Standard</i>
5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments 5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction 5.3 Reviewing data, both individually and with colleagues, to monitor student learning 5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction 5.5 Involving all students in self-assessment, goal setting, and monitoring progress 5.6 Using available technologies to assist in assessment, analysis, and communication of student learning 5.7 Using assessment information to share timely and comprehensible feedback with students and their families		

STANDARD VI: <i>Developing As A Professional Educator</i>	<i>Rating</i>	<i>Commendations/Recommendations/ Evidence Related to this Standard</i>
6.1 Reflecting on teaching practice in support of student learning 6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development 6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning 6.4 Working with families to support student learning 6.5 Engaging local communities in support of the instructional program 6.6 Managing professional responsibilities to maintain motivation and commitment to all students 6.7 Demonstrating professional responsibility, integrity, and ethical conduct		

Evaluator's Summary Assessment of the Unit Member's Accomplishment on Individual Professional Goals

Identified areas for focus, growth, and reflection based on the CSTPs

(Remediation and Support Plan will be attached)

Overall Rating:

(All CSTP ratings must be "proficient" in order to be rated "proficient" overall)

_____ P=Proficient
(Meets Standards)

_____ AP= Approaching Proficient
(Temp, Intern, Prob I, Prob II Only)

_____ U=Unsatisfactory
(Little or No Evidence of Meeting All Standards)

Next Evaluation Cycle Recommendation:

_____ Supervisor Directed Evaluation (Temp, Intern, Prob I, Prob II only)

_____ Supervisor Directed Evaluation with Remediation and Support Plan

_____ Abbreviated Evaluation

Unit Member Signature

Date

Evaluator Signature

Date

**This signature will be considered an acknowledgement of having read and discussed this form, not an agreement with the content.
Unit Member has the option to write a response that will be attached to this form.**

***Saratoga Union School District
REMEDIATION AND SUPPORT PLAN***

Instructions: This form MUST be completed as soon as persistent and/or critical performance concerns are identified by the evaluator. This document will serve as the improvement plan for the unit member. Administrators must address all areas of performance concern. The unit member will be on the Supervisor Directed Evaluation cycle for the remainder of the current school year and the next school year until achieving a proficient overall evaluation rating.

Unit Member: _____ Evaluator: _____
School: _____

A. Standard(s):	B. Description of performance concern in meeting standard:	C. Intervention/Supports necessary in order to meet the standard (may refer to separate list of intervention and support ideas): intervention	D. Time-Line and Evaluation Process:

Unit Member Signature_____
Date_____
Evaluator Signature_____
Date

This signature will be considered an acknowledgement of having read and discussed this form, not an agreement with the content.

APPENDIX 9

Notice of Unsafe Condition

School Name: _____

Site Address: _____

Tel. Number: _____

Immediate Supervisor or Designee: _____

Unsafe Condition Description/Location: Describe briefly any condition, occurrence, procedure or practice which poses a threat to the health or safety of any person associated in any way with the District.

Reported by: _____

Signature: _____ Date: _____

See Article XVII- Safety

APPENDIX 10
Grievance Forms

Grievance # _____

APPENDIX _____
LEVEL ONE: IMMEDIATE SUPERVISOR

Informal Conference held on _____

TO: _____
Supervisor's Name Title Work Location

FROM: _____
Grievant Title Work Location

- I. What Article and Section of the contract do you believe has been violated?

- II. Statement of the grievance and alleged adverse impact on Grievant (Attach extra sheets if necessary).

- III. Remedy sought:

- IV. Conference requested: Yes ☐ No ☐

Representative's Name Title Location

Grievant's Signature Date

cc: _____
Representative Location

STA President

CTA Representative

cc: Grievance File

Grievance # _____

APPENDIX ____
LEVEL ONE: IMMEDIATE SUPERVISOR'S DECISION

Conference held: Yes ☐ No ☐

TO: _____
Grievant's Name Title Work Location

FROM: _____
Supervisor's Name Title Work Location

I. Date Level One Grievance filed: _____

II. Supervisor's decision (Attached extra sheets if necessary).

III. Resolution/remedy suggested, if any: _____

Supervisor's Signature

Date

Attachment: Level One Grievance

cc: _____
Representative Location

STA President

CTA Representative

Grievance # _____

APPENDIX ____
LEVEL TWO: GRIEVANT'S APPEAL TO THE SUPERINTENDENT

Date

TO: _____ Superintendent _____ District Office

FROM: _____
Grievant's Last Name, First _____ Work Location _____

- I. Please attach copies of:
- A. Level One Grievance
 - B. Level One Supervisor's Decision
- II. Basis for appeal (Attach extra sheets if necessary).

_____ Representative's Name	_____ Grievant's Signature
cc: _____ Grievant	_____ Location
_____ Representative	_____ Location
_____ STA President	_____ Location
_____ Supervisor	
_____ CTA Representative	
cc: _____ Grievance File	

Grievance # _____

APPENDIX ____
LEVEL TWO: SUPERINTENDENT'S DECISION

Conference held: Yes ☐ No ☐

TO: _____
Grievant's Name Title Work Location

FROM: _____ or _____
Superintendent Designee

I. Date Level One Grievance filed: _____

II. Date of Level One Supervisor's Decision: _____

III. Superintendent's decision (Attach extra sheets if necessary).

IV. Resolution/remedy suggested, if any: _____

Superintendent's or Designee's Signature

Date

Attachment: Statement of Grievant's Appeal to the Superintendent

cc: _____
Representative Location

STA President

CTA Representative

Supervisor

cc: Grievance File

Grievance # _____

APPENDIX ____
LEVEL THREE: GRIEVANT'S APPEAL TO THE SUPERINTENDENT

Date

TO: _____ Superintendent _____ District Office

FROM: _____
Grievant's Last Name, First Work Location

- I. Please attach copies of:
- A. Level One Grievance
 - B. Level One Supervisor's Decision
 - C. Level Two Grievant's Level Two Appeal to the Superintendent
 - D. Level Two Superintendent's Decision
- II. Basis for appeal (Attach extra sheets if necessary).

Representative's Name Grievant's Signature

cc: _____

Grievant Location

Representative Location

STA President Location

Supervisor

CTA Representative

cc: Grievance File

Grievance # _____

APPENDIX ____
LEVEL FOUR: NOTICE OF REQUEST FOR ARBITRATION

TO: Superintendent

FROM: _____
Grievant's Name Title Work Location

The _____ requests arbitration of STA
Grievance # _____ on behalf of this grievant. Please request a list of arbitrators
from the Mediation and Conciliation Service, State of California.

STA Official

Date

APPENDIX 11

Acceptable Use of Technology Policy



Saratoga Union School District Acceptable Use of Technology Policy Board Policy #4040

Purpose: The Saratoga Union School District (the "District") network (the "District network," as defined below) is provided for employees, volunteers and District elected officials (collectively, "Users") to use in support of the educational and communication goals and objectives of the District. It is of the utmost importance that the District ensures that all Users of the District network conduct themselves in an ethical, legal, and professional manner. Failure to abide by this Acceptable Use of Technology Policy may lead to revocation of user privileges, disciplinary action, up to and including immediate termination from employment or volunteer rights, and/or legal action.

The "District network" is defined to include the following components:

- All end-user/host equipment owned or provided by the District, including but not limited to, District computers (e.g., desktops, laptops, tablets, mobile devices);
- All hardware components of the network, including, but not limited to, routers and switches;
- All links between end-user/host equipment and the District network, including, but not limited to, wired and wireless access;
- All network protocols (e.g., Internet Protocol, Transmission Control Protocol, CSMA/CD, CSMA/CA); and
- All applications installed by the District into District-owned or provided hardware, or by the users themselves into their own electronic devices to conduct District business, including, but not limited to, electronic mail and cloud-based services (e.g., GAFE, saratogausd.org, etc.).

Use of the District network must comply with all provisions of State and Federal law, including the State and Federal Constitutions.

Security, Privacy, and Confidentiality:

- Users have no expectation of privacy or confidentiality in the use of District network resources, or in information transmitted by or through the District network. The District may review, monitor and retain any data accessed, transmitted or stored on the District network. Neither messages nor files

transmitted over the District network can be considered confidential, private, or secure, and Users should be aware that such messages and/or files could be transmitted and stored outside of the District network, and outside the control of the District and the User.

- Users should be aware that the public has a right to emails and other communications, such as text messages, regarding District business, written or received by District officials and employees, regardless of whether the communication is done using a District or a private account (or device). Thus, emails, texts, or other communications by District employees using personal accounts or devices relating the operation/business of the District can be subject to disclosure under the California Public Records Act and subpoenaed by a court.
- Users are strongly advised to use only District accounts and devices to conduct District business. All Users who use personal accounts or devices to conduct District business must copy any communication relating to District business received by or sent from those accounts or devices to their District email account.
- In the event that a User believes that any e-mail messages or attachments may constitute potential evidence in a pending or future legal matter, the User agrees to notify his/her supervisor within five (5) business days of sending/receipt of the e-mail, or upon learning that the e-mail may constitute potential evidence, for the purposes of complying with all retention requirements under the law.

Professional Communications: Users shall conduct all communications in a professional manner. Specifically, Users shall:

- Comply with all student privacy laws and are responsible for protecting student data;
- Promptly answer all telephone calls on District-issued devices, as appropriate;
- Check phone and electronic messages on a daily basis during the work week whenever possible;
- Respond to phone and electronic messages in a timely manner;
- Use appropriate language and etiquette in communications by being polite and choosing words carefully to avoid misunderstandings (keeping in mind that typed text does not provide contextual clues which convey shades of emotion, irony, sarcasm, or humor);
- Compose all messages as if they were intended for public consumption, bearing in mind that electronic data, images and voicemail can easily be forwarded by the recipient without the knowledge or control of the sender;

SUSD Staff AUP-Approved by the Board 6/29/17

- Limit any personal use of technology (both its duration and the consumption of computing resources) to that which is consistent with the District's educational goals and objectives and does not interfere with the User's performance of his/her duties.
- Make clear in any personal online activities, including, but not limited to, any communications on social media, that the views and opinions the User expresses about District-related matters are the User's, have not been reviewed by the District, and do not necessarily represent the views and opinions of the District.

Prohibited Activities: The following restrictions apply to the use of the District network at any time, use of devices owned or issued by the District at any time, and use of personal devices on District premises and/or while conducting District business. Users shall not:

- Display, send or post (1) obscene or offensive language or content, messages, and/or pictures, (2) pornography, (3) content that violates any laws, statutes or regulations prohibiting discrimination or harassment on the basis of any protected category, (4) content that is sexually explicit, lewd, or derogatory, or (5) content that is unprofessional or inappropriate under the circumstances;
- Access Internet sites that contain pornography, exploit children, or that would generally be regarded as offensive or obscene;
- Expose others to unwelcome sexual propositions;
- Communicate and/or transmit confidential District information (including, but not limited to, information about students, other employees, or District operations) to unauthorized individuals;
- Harass, insult or attack others;
- Transmit any messages or files that may potentially cause disruption to the workplace, classroom, or to the District operations;
- Publicly post personally identifiable student information (photos, names, video, etc.) on the Internet without written parental consent;
- Use technology and/or the District network to urge the support or defeat of any ballot measure or candidate during work hours and/or on the District's premises. This includes advocating for or against candidates for the District Board of Education or ballot measures involving the District, such as parcel taxes or bonds. (See, Education Code section 7054.);
- Download or access any content that might disrupt or alter the operation of the District network;
- Install unauthorized software;

- Violate copyright or intellectual property laws;
- Access unauthorized user accounts, servers, folders, documents, or files;
- Share district passwords;
- Access another employee's email account without authorization;
- Use the District network (including, but not limited to, District email) for commercial gain unrelated to the performance of User's job duties;
- Intentionally or negligently damage computers, mobile devices, computer systems, network or data;
- Misuse the District network or technology resulting in disruption to District operations or distraction from the performance of job duties;
- Use **personal** social media accounts to connect or communicate with current District students;
- Use an official District email address to create or maintain a personal social media page; or
- Use the District logo or any informal logo representing the District on any personal social media page.

District Disclaimers and Support

- The District makes no warranties of any kind, whether expressed or implied, for the services it is providing. The District is not responsible for any damages suffered while using a District account, or any component of the District network. Such damages include, but are not limited to, loss of data as a result of delays, non-deliveries, mis-deliveries, or service interruptions caused by the District's systems. Use of any information obtained via the District's IT systems is at the User's own risk.
- The District is not responsible for restoring any custom configurations implemented by any Users on any system.
- In the event of property damage or loss caused by neglect or use outside District business, Users will be responsible for paying a deductible of \$250 towards cost of replacement or repair of the District network or any component thereof.
- To facilitate the process of tech support, it is recommended that users backup their data using Google Drive. Google Drive is the District-supported storage system.
- Use of personal devices as printers and laptops that are not supported by the District is prohibited.

Email Accounts, Retention and Deletion: The District will provide District email to all District staff. District email is not provided to external contractors or volunteers, unless approved by the Superintendent.

- The District encourages employees to correspond via email where appropriate to facilitate efficient communications. However, it is recommended District email be used for solely for District business, as the District remains the owner of all email correspondence.
- Email is not to be used as a document retention system. Any email one wishes to retain must be transferred to a document and archived as a document.

Email Archiving: All District email is retained for 18 months. After 18 months, emails will be purged from the email archiving system and will not be retrievable. The District will remain the owner of archived email and said email will not be made available to any employee except the Superintendent or his/her designee. Archived email is not a mechanism for retrieving emails deleted by accident or choice.

- Employees choosing to receive voicemail to email are notified that all voice mails sent to email will be archived.
- Employees retiring or resigning from the district will have access to District email for 10 working days following the effective date of retirement/resignation. After 10 working days, the retiree/resigning employee's email will be terminated. Email of retired/resigned employees will be archived as described above for 18 months. Archived email will not be made available to retired/resigned employees and will remain the property of the District.
- Email support for dismissed/released/terminated employees will be disabled immediately upon the effective date of employee termination. Email access for dismissed/released/terminated employees will be archived as described above for 18 months. Archived email will not be made available to dismissed/released/terminated employees and will remain the property of the District.

**Saratoga Union School District
Acceptable Use of Technology Agreement**

I understand that as a Saratoga Union School District employee/volunteer/elected official, I must use the District's network responsibly. I have received and read the attached Saratoga Union School District Acceptable Use of Technology Policy and I agree to abide by its provisions and conditions. I also agree to report any misuse of the District network to the system administrator.

I further understand that any violation of this agreement may result in revocation of user privileges, disciplinary action, and/or legal action.

Signature

Date

Last Name

First Name

School/Work Site