

Salinas City Elementary School District

840 South Main Street

Salinas, California 93901

Phone: (831) 753-5600

MODIFICATION OF MASTER AGREEMENT

BY AND BETWEEN

**SALINAS CITY ELEMENTARY SCHOOL DISTRICT
BOARD OF EDUCATION**

AND

SALINAS ELEMENTARY TEACHERS' COUNCIL

JULY 1, 2019 — JUNE 30, 2021

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**SALINAS CITY ELEMENTARY
SCHOOL DISTRICT**

840 South Main Street
Salinas, CA 93901
Telephone: (831) 753-5600

Board of Trustees

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Kathryn Ramirez

Francisco Javier Estrada

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Dr. Daisy Morales
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Negotiators for the District

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Katie Venza Balesteri

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**SALINAS ELEMENTARY
TEACHERS COUNCIL**

11 W. Laurel Dr., Suite #201
Salinas, CA 93906
Telephone: (831) 442-1478

Elected Officers

Oscar Ramos
President

Pamela Conner
1st Vice President

Norma Lara
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Diane Cunanan
Treasurer

Negotiators for the Union

Pamela Conner

Merissa Dacpano

Lori Voogd

Jean Felix

Salinas Elementary Teachers' Council (SETC)
Proposal to
Salinas City Elementary School District (SCESD)
October 03, 2019

TA 10/23/2019
J. Hogan
Maepare

**ARTICLE XII
EMPLOYEE BENEFITS**

1. **Medical Insurance:**

For the 2019-20 contract years, medical benefits will be made available to all bargaining unit members through Municipalities, Colleges, Schools Insurance Group (MCSIG). Members may choose any of MCSIG's available plans according to MCSIG's enrollment procedures. The District's monthly contribution toward the chosen plan shall not exceed the amounts on the schedule below. Any premium cost above the district's obligation will be paid by the bargaining unit member.

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

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

2. **Vision Insurance:**

- A. The District agrees to pay the premium of the Vision Service Plan (Plan C) rate, \$10 deductible, for each employee plus eligible dependents beginning July 1, 2019 through June 30, 2020.

	10-Monthly District Contribution	11-Monthly District Contribution	Annual District Contribution
Employee	\$14.40	\$13.09	\$144.00
Employee + 1	\$24.00	\$21.82	\$240.00
Employee + Family	\$42.00	\$38.18	\$420.00

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

3. **Dental Insurance:**

- A. The District agrees to pay the premium of the Delta Dental, Low Option rate for each employee plus eligible dependents beginning July 1, 2019 through June 30, 2020.

	10-Monthly District Contribution	11-Monthly District Contribution	Annual District Contribution
Employee	\$62.40	\$56.73	\$624.00
Employee + 1	\$114.00	\$103.64	\$1,140.00
Employee + Family	\$183.60	\$166.91	\$1,836.00

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

4. **Duration of Benefits:**

- A. All bargaining unit members whose contract was effective before September 1st and who provide a full year of service but are no longer employed by the District at the end of the school year will continue to receive all benefits through August 31 of that year.
- B. Retired bargaining unit members will no longer receive nor be charged for, life insurance benefits through the District.

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

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

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

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

A. Exceptions

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

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

7. **Interdistrict Transfers**

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

TA 11-20-19
M Daepano
A. HOG 11/20/11

**ARTICLE XVIII
TRANSFER AND REASSIGNMENT**

TRANSFER PROCEDURE

1. Definitions

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

- b. For purposes of seniority, the new first date of paid service will be used for bargaining unit members who had chosen to resign or retire.
- H. **School Year:** days of regular student attendance and teacher workdays totaling 187 days.
- I. **Seniority:** Cumulative time served in the district from the first date of paid service in a certificated position. When two (2) or more bargaining unit members have the same seniority, selection will be decided by lot.
- J. **Transfer:** transfer is the change of a bargaining unit member's position from one school to another school or between a school and a department.
- K. **Vacancy:** an unfilled position created by death, retirement, reassignment, termination, transfer, resignation, expansion of program, increased enrollment or unpaid leave of absence.
- L. **Vacancy Notice:** A written document stating:
 - (a) Number of vacancies per position.
 - (b) Type of position, grade level.
 - (c) Location (school)
 - (d) The official posting date and time.
 - (e) Closing date for applicants: Five (5) school days after the opening date.
 - (f) Date of assignment to the position (immediate, Sept. 19th, etc).
- M. **Voluntary Transfer:** a transfer initiated by the bargaining unit member.

2. **General Guidelines for Transfer**

- A. A transfer request will not be denied arbitrarily. It will not jeopardize a bargaining unit member's present assignment. It will be the intent to transfer bargaining unit members so that their abilities and requests are coordinated with the district's needs.
- B. Permanent bargaining unit members, who have notified the district in writing by March 1st that they are returning from an authorized unpaid leave of absence, will receive from Human Resources by April 16th, the vacancy options, available at that time, to select 3 priorities. The employee will select and return his/her priorities to the HR office within 2 working days. HR will notify the returning employee of the new assignment by June 1st.
- C. Permanent bargaining unit members assigned to a TOSA position and who wish to return to a regular classroom assignment for the following school year, will notify HR of their intent by March 1st. They will receive from

Human Resources by April 16th the vacancy options, available at that time, to select 3 priorities. The employee will select and return his/her priorities to the HR office within 2 working days. HR will notify the employee of the new assignment by June 1st.

- D. If a bargaining unit member is involuntarily transferred after the first working day of the school year, said member will be given at least five (5) calendar days notice before the actual transfer occurs. Within those five (5) calendar days, and before the first day of instruction in the new position, bargaining unit members will be given the choice of no less than two (2) days release time, or the equivalent number of hours at the Additional Assignment Rate of Pay, or any combination of the two. The district will provide assistance in transporting personal and instructional materials to any new work location.
- If a bargaining unit member is involuntarily transferred for the following school year said member will be given six (6) hours at the Additional Assignment Rate of Pay to be used to support the transfer of personal and instructional materials to the new site. The district will provide assistance in transporting personal and instructional materials to the new work site.
- E. If a bargaining unit member needs to reorganize his/her class due to out of the ordinary circumstances (e.g., building construction, vandalism, fire, burglary, etc.), he/she will be given the choice of up to two (2) work days release time, or 12 hours at the Additional Assignment Rate of Pay, or any combination of the two, as approved by the site administrator and the Assistant Superintendent of Human Resources. If necessary, the district will provide assistance in transporting personal and instructional materials. If the work involved in preparing the classroom requires additional time, it may be requested of the site administrator and approved by the Assistant Superintendent of Human Resources.
- F. Vacancies occurring in regular classroom assignments, which are not filled by reassignment during the school year, will be filled with a temporary placement for the remainder of the year. These positions will be declared vacant and posted for the following school year unless the positions have been deleted.
- G. Vacancies for the next school year will be posted at each school and the District Office, with a copy sent to the SETC Office, no later than April 15th and thereafter, within five (5) days, as vacancies occur.

- H. Education code section 35036 requires that after April 15th of each year and up to the day before the work year begins, all qualified applicants who have applied for any vacancy at the school will have access to the selection process for filling the vacancy.
- I. The seniority list will be posted at each building site annually by the second Monday in January, and be amended throughout the school year as needed.

3. **Types of Transfer**

A. Bargaining unit member Initiated Voluntary Transfer - by Individual Application

- 1) Bargaining unit members requesting a transfer will be assigned a new position in writing before their present position is vacated. A request may be withdrawn at any time prior to the receipt of the written official confirmation that the transfer has been affected.
- 2) In order to apply for a Voluntary Transfer, bargaining unit members must have the qualifications necessary to meet the requirements of the position.
- 3) Bargaining unit members who wish to transfer from their present assignment will follow these procedures:
 - a) Check all posted vacancies.
 - b) Complete Form CSD 120 and file it with the Human Resources Office. Transfer requests must be filed during the posting period.
 - c) All qualified applicants who submitted applications within the posting period will have the opportunity to appear before an interview panel. The panel will interview all qualified applicants and make a recommendation to the Assistant Superintendent of Human Resources. The interview panel may consider appropriate credentials, certificates, experience, content knowledge and skills that support the position and site. Seniority will be the deciding criterion if all these factors are equal.
 - d) All applicants will be notified in writing of the disposition of the vacancy within ten (10) days after the closing date. If there exists some reason for delay, all applicants will be notified of the delay in writing.

- e) Upon request, persons not selected for a position will be afforded an interview with the Assistant Superintendent of Human Resources to discuss the selection.
- 4) Vacancies occurring when school is not in session will be filled by the Human Resources Office by the following procedure:
 - a) Bargaining unit members desiring to transfer during the summer months must file Form CSD 120 with the Human Resources Office, which will be effective up to ten (10) days before the commencement of the instructional year. Only applications for a specific position will be accepted.
 - b) Bargaining unit members who have filed Form CSD 120 with the Human Resources Office will be notified of vacancies at the district issued email address listed on Form CSD 120.
 - c) The five (5) day posting period will be waived for vacancies occurring within ten (10) days prior to the commencement of the instructional year.
- B. Bargaining unit member Initiated Voluntary Transfer - Without Regard to Assignment

Bargaining unit members who wish to transfer for the next school year from their present assignment without regard to grade level or school to which they may be assigned, will request a transfer by sending a written notification to the Human Resources Office by May 2nd of the current school year. A request for transfer under this provision constitutes a vacancy. These requests will be acted upon by May 15th. The bargaining unit member will be notified in writing of his/her new assignment by June 1st or before unless he/she has waived this deadline in writing before notification is due. Individuals who have received an unsatisfactory final evaluation in the current school year may not apply for transfer under this provision.
- C. Involuntary Transfer Due to Consolidation and Staff Reductions
 - 1) Consolidations may result due to:
 - a) school closure;
 - b) reducing programs and/or staff;
 - c) school restructuring

- d) district reconfiguration
- e) declining enrollment

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

- 2) The following procedure will be used to initiate an involuntary transfer due to consolidation:
 - a) The Superintendent or his/her designee will determine the need for a consolidation.
 - (1) By April 5th based on projections for the following year.
 - (2) At the beginning of the instructional year, class and site assignments will be made by the end of the first twenty (20) instructional days.
 - (3) After the first twenty (20) instructional days, necessary consolidations will be made within ten (10) instructional days of being identified.
 - b) School site staff will be informed in writing of a need for consolidation that will result in an involuntary transfer. A list of available district opening(s) will be provided so that bargaining unit members may contact the current Site Administrator within 48 hours to volunteer to transfer to one of the available vacancies.
- 3) The following order will be used to determine which bargaining unit member will be transferred due to a consolidation.
 - a. Qualifications will take into account instructional program and credential needs for both the consolidating site and the site(s) with vacancies.
 - (1) Qualified Volunteers. If more than one bargaining unit member volunteers, the most senior qualified bargaining unit member will be transferred.
 - (2) The least senior qualified probationary bargaining unit member beginning his/her second year of employment in the District.
 - (3) The least senior qualified permanent bargaining unit member.

- b) Bargaining unit members who are within one (1) year of retirement based on written submission to HR of a Letter of Resignation, will not be transferred due to consolidation.
- c) Bargaining unit members who have been involuntarily transferred within the last two years will not be transferred due to consolidation.
- 4) Bargaining unit members to be transferred will have a conference, after students are dismissed for the day, with the current site administrator and the Assistant Superintendent of Human Resources before such a transfer is initiated.
- 5) Bargaining unit members transferred due to consolidation will have first opportunity to return to a position for which they are qualified at the original school site if a vacancy occurs within two (2) years from the date of consolidation.
- 6) Bargaining unit members who are transferred as a result of school closure will be assigned to existing district vacancies prior to all district-wide postings.
- 7) Bargaining unit members who are transferred due to consolidation will be given their choice of placement by site and grade level based on available positions for which they are qualified and prior to district-wide openings on April 16th or prior to hiring new staff and notified of their assignment by April 20th.

D. Administrative Initiated Transfer

1) Site/Department Administrator Initiated Transfer

- a) As soon as it becomes apparent to the administrator that a conflict and/or problem exists that may result in the transfer of a bargaining unit member on his/her staff for the following year; the procedure listed below will be complied with:
 - (1) A minimum of two (2) documented conferences will be held with the bargaining unit member.
 - (a) The bargaining unit member has the right to have union representation and a copy of all documentation.

- (b) An initial conference will be held to present documentation of the problem and to establish a plan to correct deficiencies.
 - (c) Bargaining unit members will have an opportunity to respond and receive help in correcting deficiencies.
 - (d) A second conference will be held within a reasonable period of time but not to exceed sixty (60) days following the initial conference.
- (2) If the conflict and/or problem does not continue beyond the school year and has been corrected through resolution or correction by the bargaining unit member, a follow-up letter documenting successful remediation will be written and provided to the bargaining unit member. The notes created by the site administrator of the problems will be treated as draft documents and destroyed at the end of the year.
 - (3) If the site administrator continues the administrative initiated transfer, the bargaining unit member will have the right to appeal the decision to the Assistant Superintendent of Human Resources and/or the Superintendent.
 - (4) Upon transfer, all administrative documentation will be destroyed except items to be placed in the personnel file including a copy of CSD 119 (Administrative Transfer Form) and any other items pursuant to Article XIX, Discipline Short of Dismissal.
 - (5) The administrator will submit a transfer request on Form CSD119 to the Human Resources Office by March 30th.
 - (6) The bargaining unit member is assigned to a school prior to district-wide postings or by April 20.
 - (7) The bargaining unit member may apply for any posted opening as outlined under bargaining unit member Initiated Voluntary Transfer.

2) Superintendent Initiated Transfer

- a) The Superintendent, when necessary, may make staff transfers that are in the best interest of the district.
- 3) Administrative Initiated Transfer of Probationary Bargaining Unit members
 - a) The District may transfer bargaining unit members during their probationary period.
 - b) Probationary bargaining unit members also have the right to initiate Voluntary Transfer for the reasons stated in bargaining unit member Initiated Voluntary Transfer.

4. General Guidelines for Reassignment

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

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

5. Reassignment

- A. The procedures for reassignment are as follows:
- 1) By April 5th, Site Administrators and Departments Heads will share tentative staffing projections for the following year with bargaining unit members.

- 2) By April 10th of each year, eligible bargaining unit members with either submit a list to their:
 - Site Administrator indicating their preferences for possible assignments for the following year. The list will contain a maximum of three (3) different grade level preferences ranked by priority, or
 - Department Head indicating their preferences for possible assignments for the following year. The list will contain a maximum of three (3) different site preferences ranked by priority.
- 3) When assigning bargaining unit members, Site Administrators/Department Heads will take into consideration bargaining unit members' preferences and any appropriate credentials, certificates, experience, content knowledge and skills that support the position and/or site.
- 4) Bargaining unit members will be notified in writing of their assignment by April 15th or before.
- 5) Upon request, persons not selected for reassignment to a position on their preference form, will be afforded a conference with their Site Administrator or Department Head to discuss their assignment. This meeting will be scheduled with five (5) work days of the bargaining unit member's request and may include SETC representation.
- 6) Site Administrators will also rotate assignment to combination classes among bargaining unit members with appropriate credentials to ensure that no teacher is assigned a combination more than two (2) times in succession unless requested on the preference form. Assignments must last at least one grading period or a minimum of 60 instructional days in order to be considered for the purposes of this rotation.
 - a) Permanent bargaining unit members assigned to a combination class and in an evaluation cycle year will, upon request, be exempt from the evaluation process.
 - b) An on-going list of bargaining unit members assigned to combination classes will be used to ensure the rotation of assignment to combination classes.

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

- 1) The Site Administrator, after direction from the Assistant Superintendent of Human Resources, will develop and share the reconfiguration with the staff.
- 2) After input from the staff, a plan for reconfiguration will be decided upon.
- 3) Reassignment due to reconfiguration will affect the minimum number of classrooms possible and will minimize the negative impact on students and staff.
- 4) Volunteers who complete a new Preference Form will be considered.
- 5) If no one willingly accepts assignment, the Site Administrator will make the final assignment using the criteria below:
 - a. Qualifications necessary to meet the requirements of the position which may include appropriate credentials, certificates, experience, content knowledge and skills that support the position and site.
 - b. Seniority will be the deciding factor if all qualifications are equal.

C. When a vacancy occurs within a school year, the bargaining unit members of said school/department will have first consideration. The procedure to be followed is:

- 1) The vacancy will be posted by notice within the school/department for a period of 24 hours (1 workday). The notice will be stamped with the date and time at which it is posted. Any bargaining unit member absent on the day of the posting will be notified by the site or department by phone or at the district issued email address prior to the closing date.
- 2) The posting period will be waived for vacancies occurring within ten (10) days prior to the commencement of the instructional year.
- 3) The administrator will consider those staff members who complete a written application for reassignment during the posting period.

D. Bargaining unit members performing duties within and under the direction of the administrators responsible for Educational Services (Special Education,

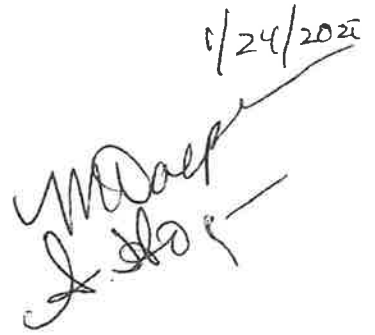
English Learners, Preschool, and TOSAs) will be considered a department for purposes of reassignment. The following procedure will be used:

- 1) When a vacancy occurs, qualified bargaining unit members within the department will have first choice. Selection will be based on the following criteria:
 - a. Qualifications necessary to meet the requirements of the position which may include appropriate credentials, certificates, experience, content knowledge and skills that support the position and site.
 - b. Seniority will be the deciding factor if all qualifications are equal.
 - 2) When staff reductions within a department are necessary, selection for reassignment or transfer will be based on the following criteria:
 - a. Qualifications necessary to meet the requirements of the position which may include appropriate credentials, certificates, experience, content knowledge and skills that support the position and site.
 - b. Seniority will be the deciding factor if all qualifications are equal.
- E. All site funded, TK-6, non-classroom bargaining unit members assigned to one site will follow reassignment procedures at that site.
- F. Bargaining unit members assigned to more than one site will follow the guidelines and procedures for voluntary transfer.
- G. All TK-6 non-classroom bargaining unit members assigned by the district will follow the procedure for voluntary transfer.
- H. Upon request, persons not selected for reassignment to a position will be afforded a meeting with their Site Administrator to discuss the assignment.

TIMELINE

- | | |
|---|--|
| 1) Seniority lists available by: | Second Monday in January |
| 2) Leave of absence
or TOSA return to classroom: | Notification to HR by March 1
HR sends priorities by April 16
Assignment notification by June 1 |
| 3) Transfers without regard
to assignment: | Notification to HR by May 2
HR acts on requests by May 15
Assignment notification by June 1 |
| 4) Involuntary Transfers
due to Consolidation: | HR notifies employee by April 5
HR provides choices by April 16
Assignment notification by April 20 |
| 5) Administrative Transfers: | Admin. notifies HR by March 30
Assignment notification by April 20 |
| 6) Preference Forms: | Configuration & Preference forms
by April 5
Employee submits request
by April 10
Employee assignment by April 15 |

Side Letter of Agreement
Salinas Elementary Teachers' Council (SETC)
and
Salinas City Elementary School District (SCESD)
For the school year 2020-2021

1/24/2021


This Side Letter of Agreement will be added to the permanent Article V in the 2021/2022 Master Agreement between SETC and SCESD unless either side makes a written request to renegotiate regarding any concerns. Requests to renegotiate must be made in writing by January 31, 2021.

FULL DAY KINDERGARTEN PROGRAM

All references to kindergarten will also apply to transitional kindergarten (TK) classes. All of the rights and responsibilities of Article V—Hours of Employment will remain in effect with the following modifications:

1. Instructional Minutes:

a. Instructional Minutes Per Day: Regular Days

Kindergarten	295 minutes
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b. Instructional Minutes Per Day: Early Release Days

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

Extended Kindergarten not to exceed 51,300 minutes per year

- The morning recess, lunch period, and afternoon recess will be decided in the same manner as 1st – 6th grades with lunch periods not starting earlier than 3.0 hours into the school day.
- When classroom enrollment in kindergarten exceeds 24, kindergarten teachers will be entitled to the Class Size Stipend provided in Article IX, Paragraph 1D.
- The District will make a reasonable effort to provide at least 120 minutes of instructional aide support to Kindergarten classes. The district will be responsible to post the positions and follow the hiring process. A reasonable effort will be made to employ instructional assistants before the first instructional day of the school year.
- The District will make a reasonable effort to provide all day instructional aide support to Special Day Kindergarten classes. The district will be responsible to post the positions

and follow the hiring process. A reasonable effort will be made to employ instructional assistants before the first instructional day of the school year.

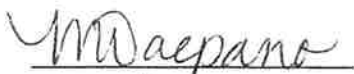
6. Teachers will follow the conference schedule for grades 1st-6th.
7. Administration will make every effort to eliminate all K-1 combination classes.

1/24/2020

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

This Memorandum of Understanding (MOU) is by and between the Salinas City Elementary School District (SETC) and the Salinas Elementary Teachers' Council (SETC). The purpose of the MOU is to set forth the mutually agreed upon terms and conditions for the implementation of the full day transitional kindergarten and kindergarten programs in the 2020-2021 school year.

1. Site Administrators will provide kindergarten teachers with a recess duty schedule for student supervision in the morning and afternoon recesses.
2. The additional 40 minutes of instructional time in each kinder classroom should be dedicated to social-emotional learning with the understanding that it should be dispersed throughout the day and interwoven with content instruction, not delivered in one block of time.
3. Kindergarten students generally should not be required to work on electronic tablets or computers more than 30 minutes per day.
4. Kindergarten students will be included in SWIS data as well as the MTSS process.
5. Site administrators will be provided training by the District regarding the implementation of full day kindergarten.



Merissa Dacpano
SETC Bargaining Chairperson



Alejandro Hogan
Assistant Superintendent

Oscar Ramos
SETC President

Martha Martinez
SCESD Superintendent

A. Hogan
2/5/2022 *TA* *2/5/2022*
MDaepan

Side Letter of Agreement
Salinas Elementary Teachers' Council (SETC)
and
Salinas City Elementary School District (SCESD)
For the school year 2020-2021

This Side Letter of Agreement will be added to the permanent Article V in the 2021/2022 Master Agreement between SETC and SCESD unless either side makes a written request to renegotiate regarding any concerns. Requests to renegotiate must be made in writing by January 31, 2021. All of the rights and responsibilities of the Master Agreement will remain in effect with the following modifications:

Preschool

The Salinas City ESD currently offers the following preschool programs. State and Migrant preschool programs are taught by certificated bargaining unit members placed on the hourly salary schedule. Special Education preschool programs are taught by certificated bargaining unit members placed on the certificated salary schedule.

- State
- Migrant & other district preschool (including but not limited to Smart Start)
- Special Education Preschool

STATE Preschool:

1. Work Year:

- A. 180 instructional days plus seven (7) additional workdays/professional development. The use of the seven days will be determined by the program administrator based on program requirements and needs.

2. Instructional Minutes:

- A. Instructional Minutes Per Day: Regular Days
Preschool - Not to exceed 180 minutes (2 sessions)

3. Workday Minutes:

- A. Workday: 1 FTE = 7.5 hours daily

1. Workday minutes include: instructional minutes, parent conferences, student progress monitoring, partner collaboration, relief periods, required meetings and other professional responsibilities.

2. Workday minutes do not include lunch periods. All bargaining unit members will have a duty free lunch period, which will be a minimum of 30 minutes.

3. Workdays for all bargaining unit members will begin thirty (30) minutes before the regularly scheduled class(es) at the school site(s) for the unit members' regularly assigned session. The first twenty (20) minutes will be under the self-direction of the teacher. The last ten (10) minutes of the period, classrooms will be open, and teachers will be responsible for student supervision.

4. For mandated work outside their work hours, the member will receive an hourly rate of pay or have the option to flex their schedule.

5. Conference Days

- a) Purpose: The purpose of conference days are to provide structured time for teacher and parent/guardian communication about student progress and how student needs can best be supported at home and school.
- b) Preschool teachers will hold one conference during the first half of the school year and one conference during the second half of the school year at a time mutually agreed to by the teacher and program administrator.

6. Staff Meetings:

- a) Purpose: The purpose of the staff meeting days are to provide structured time for all teachers to meet to conduct activities that benefit instruction or the programs.
- b) Required staff meetings will be held once a month for no more than 60 minutes. Bargaining unit members will be paid for that additional hour.
- c) Staff meetings will begin within 30 minutes of the dismissal of the last group of students.
- d) If the program administrator has not scheduled formal activities for the whole staff, the bargaining unit member may use this time for class planning and preparation.
- e) At the first official staff meeting, the Program Administrator will provide time for each faculty to select SETC representatives.

7. Parent Orientation

- a) Bargaining unit members will be required to hold Parent Orientation prior to the first day of school.
- b) The day of Parent Orientation will be mutually decided by bargaining unit members and program administrator.

- c) Parent Orientation activities will be scheduled for no more than 90 minutes.
- 8. Parent Meetings
 - a) Five parent meetings will be held by bargaining unit members at their respective sites.
 - b) The day and time of the parent meetings will be mutually decided by the bargaining unit members and program administrator.
 - c) Parent meeting activities will be scheduled for no more than 60 minutes.

MIGRANT & SMART START Preschools:

1. Work Year:

- A. 180 instructional days plus seven (7) additional workdays/professional development. The use of the seven days will be determined by the program administrator based on program requirements and needs.

2. Instructional Minutes:

- A. Instructional Minutes Per Day: Regular Days
Preschool - Not to exceed 180 minutes (2 sessions)

3. Workday Minutes:

- A. Workday: 1 FTE = 8 hours daily
 - 1. Workday minutes include: instructional minutes, parent conferences, student progress monitoring, partner collaboration, relief periods, required meetings and other professional responsibilities.
 - 2. Workday minutes do not include lunch periods. All bargaining unit members will have a duty free lunch period, which will be a minimum of 30 minutes.
 - 3. Workdays for all bargaining unit members will begin thirty (30) minutes before the regularly scheduled class(es) at the school site(s) for the unit members regularly assigned session. The first twenty (20) minutes will be under the self-direction of the teacher. The last ten (10) minutes of the period, classrooms will be open, and teachers will be responsible for student supervision.
 - 4. For mandated work outside their work hours, the member will receive an hourly rate of pay or have the option to flex their schedule with approval of the program administrator.

5. Staff Meetings:

- a) Staff meetings will begin within 30 minutes of the dismissal of the last group of students.
- b) Staff meetings may be held once a month for no more than 60 minutes. Bargaining unit members will be paid for that additional hour.
- c) At the first official staff meeting, the Program Administrator will provide time for each faculty to select SETC representatives.

6. Parent Orientation

- a) Bargaining unit members will be required to hold Parent Orientation prior to the first day of school.
- b) The day of Parent Orientation will be mutually decided by bargaining unit members and program administrator.
- c) Parent Orientation activities will be scheduled for no more than 90 minutes.

Special Education Preschools:

1. Work Year:

- A. 180 instructional days plus seven (7) additional workdays/professional development. The use of the seven days will be determined by the program administrator based on program requirements and needs.

2. Workday:

- A. Preschool will consist of 2- 180 minute blocks. Each block will include: Instruction, supervision to and from the bus, nutritional activities and preparation.
 - 1. All bargaining unit members will have a duty free lunch period, which will be a minimum of 30 minutes. Lunch periods are not included in workday minutes.
 - 2. All bargaining unit members will have at least one (1) ten (10) minute relief period each morning.

3. Conference Days

- a) Purpose: The purpose of conference days are to provide structured time for teacher and parent/guardian

communication about student progress and how student needs can best be supported at home and school.

- b) Preschool teachers will hold one conference during the first half of the school year and one conference during the second half of the school year at a time mutually agreed to by the teacher and program administrator.

4. Staff Meetings:

- a) Staff meetings will begin within 30 minutes of the dismissal of the last group of students.
 - b) If the program administrator has not schedule formal activities for the whole staff, the bargaining unit member may use this time for class planning and preparation.
 - c) At the first official staff meeting, the Program Administrator will provide time for each faculty to select SETC representatives.
- B. Some classrooms may have days with single sessions of preschool. On those days, instructional minutes will be determined based on program need and will not exceed 300 minutes.
- C. On early release days, when no other tasks/meetings are required, the time after students leave will be used for IEP related duties which may include student assessment and IEPs.

TA 12/11/19
MDaepara
12/11/19

Stipends and Signing Bonuses for Hard-to-Fill Positions

Side Letter of Agreement
Salinas Elementary Teachers' Council (SETC)
and
Salinas City Elementary School District (SCESD)
For the school years 2020-2023

This Side Letter of Agreement of stipends and signing bonuses will be in place for three years (2020-2021, 2021-2022, 2022-2023). In the Spring of 2023, SETC and SCESD will meet to revisit the agreement and decide to continue, amend, or discontinue the agreement. All of the rights and responsibilities of Article XV: Salary Schedules will remain in effect, with the following modifications added to Section V: Certificated Stipends.

HARD-TO-FILL POSITIONS

Hard-to-fill positions are defined as the following positions that require specific credentials and/or authorizations. Permanent bargaining unit members serving in a position that is listed below and have the required credential and/or authorization will be eligible to receive the signing bonus or stipend.

- a. Special Education: Mild to Moderate Special Day Class Teacher, Moderate to Severe Special Day Class Teacher, Resource Specialist, Speech & Language Pathologist, Adaptive Physical Education Teacher, Psychologist
- b. Bilingual Programs: Positions in an Alternative Program position that require a Bilingual Cross-Cultural authorization or equivalent (BCLAD/BASP).
Alternative Program positions include Dual Immersion, Language Development Center (LDC), and Late Exit.

SIGNING BONUS

1. New certificated bargaining unit members who hold a preliminary credential and/or required authorization that are assigned to a hard-to-fill position are eligible for the signing bonus.
2. The \$3,000 signing bonus will be paid over two years. The first \$1,500 installment will be paid within the first 30 workdays. The second \$1,500 installment will be paid the following school year within the first 30 workdays.
3. Bargaining unit members eligible for the signing bonus are not eligible for the stipend until the third year of consecutive employment.
4. Bargaining unit members are not eligible to receive the stipend and the signing bonus within the same year.

STIPENDS

1. Certificated bargaining unit members who hold a preliminary or clear credential and/or required authorization that are assigned to a hard-to-fill position and work 75% of the workdays are eligible for the stipend.
2. Certificated bargaining unit members who hold a preliminary or clear credential and/or required authorization that are assigned to a hard-to-fill position and work in a job share, 50% of the workdays, are eligible for half of the stipend.
3. The \$1,500 stipend will be paid in the July check at the end of each school year.

MEMORANDUM OF UNDERSTANDING
Between the Salinas Elementary Teachers' Council (SETC)
and the
Salinas City Elementary School District (SCESD)
For the school years 2019-2021

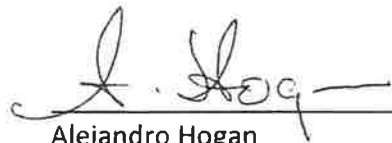
**Certificated Employee
Evaluation & Observation Procedures for
Teachers on Special Assignment (TOSA)**

All of the rights and responsibilities of Article X-Certificated Employee Evaluation & Observation Procedures will remain in effect with the following modifications for Teachers on Special Assignments

1. Bargaining unit members will not have the option of evaluator selection. The evaluator will be the bargaining unit members' immediate supervisor in consultation with the site administrator, as applicable.
2. Bargaining unit members will be evaluated the first year of being in the special assignment. After the initial evaluation, the cycle will return to the Frequency of Evaluation as stated in Article X.
3. Bargaining unit members will write up to three (3) objectives for progress as related to their job description.
4. The Academic Coach Observation/Evaluation Form will be used in lieu of the Certificated Observation/Evaluation Forms.
5. If permanent bargaining unit members receive an unsatisfactory evaluation, they will follow the General Guidelines for Transfer (2C) in Article XVII: Transfer and Reassignment.



Merissa Dacpano
SETC Bargaining Chairperson



Alejandro Hogan
SCESD Bargaining Chairperson



Oscar Ramos
SETC President



Martha Martinez
SCESD Superintendent

Historical Section

1. Year-Round Education (2012-2013)


2. Teaching Vice Principal Transfer/Reassignment

- A. The position of Teaching Vice-Principal can be filled through either transfer or reassignment.
- B. The position of Teaching Vice-Principal will be selected for a two-year term in the following manner:
 - 1. The position will be posted at the end of each two-year term or when a vacancy occurs.
 - 2. Interested bargaining unit members should check posted vacancies and complete Form CSD 120 and file it with the Human Resources Office during the posting period.
 - 3. All applicants will have the opportunity to appear before an interview panel. The panel will interview all qualified applicants and make a recommendation to the Assistant Superintendent, Human Resources.
 - 4. The Superintendent will make the final selection.
- C. Bargaining unit members will have the right to apply for open Teaching Vice-Principal positions at other site(s) as long as there is also an open certificated position at that site for which they are qualified.


ARTICLE XXIV

The provisions of this Agreement shall remain in effect for two (2) years, from July 1, 2019 to June 30, 2021. For the 2020-2021 school year, the parties agree that Article XV, Salary; and Article XII, Benefits, will be opened for negotiations. Additionally, each side will have one (1) re-opener for contract negotiations.

DISTRICT



SETC



Dated: 2/5/2020

