

**TENTATIVE AGREEMENT  
BETWEEN**

**SALINAS CITY ELEMENTARY SCHOOL DISTRICT (SCESD)  
AND  
SALINAS CITY ELEMENTARY TEACHERS COUNCIL (SETC)**

**MAY 23, 2024**

**FOR SUCCESSOR NEGOTIATIONS FOR 2023-2026**

This Tentative Agreement is entered into between the Salinas City Elementary School District (“District” or “SCESD”) and Salinas Elementary Teachers’ Council (“SETC”) in settlement of negotiations for the 2023-2026 successor agreement negotiations. The subjects mentioned below include all matters the District and SETC have agreed to during their negotiations affecting the 2023-2026 successor agreement.

Final contract language will be exchanged and approved by the bargaining teams, to complete the publication of the full Collective Bargaining Agreement.

This concludes negotiations between the parties for the 2023-2024 and the 2024-2025 contract years with a reopener for the 2025-2026 year as defined in the Duration Article. Both parties agree that subjects that were proposed and/or discussed during bargaining but which are not included herein are considered withdrawn and given no force or effect.

The Parties’ agreements for specific articles of the successor agreement are as follows and attached:

Article II	Recognition
Article III	Grievance Procedure
Article IV	Professional Dues And Payroll Deductions
Article V	Hours
Article VI	Early Retirement
Article IX	Class Size
Article X	Evaluation
Article XI	PAR [ELIMINATION OF]

Article XII	Employee Benefits
Article XIII	Travel
Article XV	Salary
Article XVI	Co-Teaching [ELIMINATION OF]
Article XVII	Outdoor Education [ELIMINATION OF]
Article XVIII	Transfer Reassignment
Article XX	No Strike No Lockout
Article XXI	Additional Assignment Opportunities [Formerly Summer School]
Article XXII	Preschool
Article XXV	Duration Article

The District will process retroactive salary increases for the 2023-2024 school year within two payroll cycles after the SETC Ratification and Board Approval of this Tentative Agreement.

Following ratification and approval, the Parties agree to meet to revise and update the Master Agreement for the 2023-2026 years and to complete an update for publication by October 1, 2024. The Parties will also reformat the updated Master Agreement and renumber the Articles as may be needed, consistent with this Tentative Agreement.

This Tentative Agreement shall not be final and binding until ratified by the SETC Members and approved by the Governing Board of the Salinas City Elementary School District.

The signatures below acknowledge that this Tentative Agreement was prepared, reviewed and reached by the Parties' representatives on May 23, 2024 and that their respective representatives agree to submit this to their respective members and Board in support of its ratification and approval.

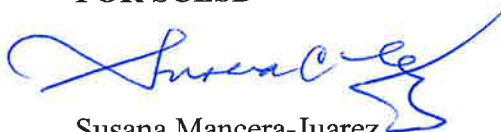
**FOR SETC**



Merissa Dacpano  
SETC Negotiations Chair

Date

**FOR SCESD**



Susana Mancera-Juarez  
Asst. Superintendent Human Resources

Date

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**FOR SETC**



Merissa Dacpano  
SETC Negotiations Chair

Date

**FOR SCESD**



Susana Mancera-Juarez  
Asst. Superintendent Human Resources

Date



**ARTICLE II  
RECOGNITION**

1. The Salinas City Elementary School District's Governing Board recognizes SETC as the exclusive representative of the district employees in the following certificated assignments:

- TK-6<sup>th</sup> Grade Classroom Teachers
- Teachers on Special Assignments (TOSAs)
- Special Education Teachers
- Speech and Language Pathologists
- Psychologists
- Preschool Teachers
- School Counselors

Any certificated position created after this date will be included in the negotiating unit unless such position is clearly identified as management, confidential, or supervisory in nature. Not included in this bargaining unit are those positions determined by law as management, confidential, supervisory personnel, or classified, as well as those designated by action of the Salinas City Elementary School District Board as excluded from the unit.

**ARTICLE III****GRIEVANCE****1. Purpose:**

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

**2. Definitions:**

- A. **Grievance:** A grievance is a written claim by a grievant that a controversy, dispute or disagreement of any kind exists arising out of or in some way involving an alleged misinterpretation, misapplication, or violation of this agreement. The substance of an evaluation is not grievable. However, a violation of Article X, Evaluation Procedures, is subject to this Article. The exercise of discretion by the District to transfer or reassign an employee is also not subject to this Article.
- B. **Grievant:** An employee or group of employees or SETC, provided an employee(s) has been adversely affected.
- C. **Party in Interest:** Person or persons making the claim or any person who might be required to take action or against whom action might be taken in order to resolve the claim.
- D. **Respondent:** Any management employee against whom a grievance has been filed.
- E. **Days:** Refers to any days when the District Office is open for business. If a grievance is filed and the timelines would extend into winter, spring or summer breaks when the unit member would not be assigned to work, the timelines are extended to restart on the first scheduled workday following the break.
- F. **Grievance File:** All materials pertaining to a specific grievance will be compiled in a grievance file. The specific case file will be forwarded to the next level of the grievance upon appeal of the grievant. The summary will be placed in the grievance file with the Personnel Office and filed separately from the personnel records of the grievant.

3. **Guidelines Appropriate to All Steps of Grievance:**

- A. A grievant may have SETC organizational representation at all steps of the grievance process.
- B. The intent of the Parties is to resolve claims before they become a grievance or at the lowest level of the Grievance Procedures.
- C. The procedure is not intended to deny the right of any individual to seek a satisfactory solution by themselves.
- D. The claim will become a grievance when filed in writing.
- E. Both parties may solicit the advice of, counsel of, and may be represented by, their employee association or legal counsel at their own expense.-
- F. No employee will suffer reprisal for having presented a grievance, for having represented an employee, or for having been a participant in the grievance case.
- G. Forms and other documents prepared by mutual agreement between the District and the recognized employee organization to implement the Grievance Procedures are to be made available to the administration at each building and to SETC.
- H. The forms and other documents are to designate specifically the time limits and responsibility of communication, notices and papers for either the grievant or respondent at each step of the Grievance Procedure.
- I. All communications will be presented in writing.
- J. All documents and matters of record dealing with the processing of a grievance will be filed in a grievance file at the Personnel Office.
- K. Employees required to be absent from their duties when directly involved in the grievance proceedings will not suffer any loss of pay from the District. Grievances will ordinarily be processed after working hours and only if necessary, will they be done during regular workdays.
- L. The number of days at each step of the grievance may be modified by mutual written consent of the parties to the grievance. However, emphasis should be placed on an expeditious resolution of the problem.
- M. If a grievant does not advance the grievance to the next step within the timelines, the grievance will be deemed resolved and the grievant waives their right to advance the grievance to the next step.
- N. Pursuant to provision 3543(b) of the Government Code, the District will provide a copy of the grievance and the proposed resolution to SETC to provide an opportunity for SETC to file a response prior to agreeing to the resolution.

4. **Procedure:**

A. Step 1. Informal Resolution:

Within ten (10) days following the act or condition or knowledge of the act or condition through the exercise of due diligence, which is the basis of the complaint, the potential grievant will first request an informal meeting to discuss the potential grievance with their immediate supervisor, either directly or through a representative of the employee organization, with the objective of resolving the matter.

1. The immediate supervisor will schedule and hold a meeting not later than five (5) days after the request for the informal meeting is received.
2. Within three (3) days of the meeting, a written notification that the meeting was held will be supplied by the immediate supervisor to the grievant, the SETC President and to the Assistant Superintendent of Human Resources or designee.
3. If the meeting is not held, or if the meeting does not produce a satisfactory resolution, the grievant may proceed to Step 2.

Step 2. Formal Grievance:

Within three (3) days of either (a) receiving the written notification that the meeting was held (see Paragraph A, 2 above) or (b) the meeting is not held within five (5) days of the request to meet, the grievant may file a formal Step 2 written grievance with their immediate supervisor. The Step 2 grievance will specify the provision of the collective bargaining agreement that has been allegedly violated, misapplied or misinterpreted, and state all known facts underlying the act or condition being grieved.

Within five (5) days of receiving the Step 2 Grievance, the immediate supervisor will schedule and hold a meeting with the grievant, to discuss the written grievance with the objective of resolving the matter.

The immediate supervisor will prepare a written response to Step 2, including the proposed resolution or any rationale for the denial of any portion of the grievance. The Step 2 response will be delivered to the grievant, the SETC President and to the Assistant Superintendent of Human Resources or designee, within five (5) days after the meeting.

If the immediate supervisor does not hold such a discussion within five (5) days of the request for it or does not render a written response within five (5) days after the meeting, or if the grievant is not satisfied with the Step 2 response, the grievant may proceed to Step 3 within five (5) days of these occurrences.



### **Step 3: Superintendent**

The grievant may file a written Step 3 grievance with the Superintendent or designee for the reasons described above. The Step 3 Grievance will include a copy of the Step 2 formal written grievance and the Step 2 response (if one was issued).

Within five (5) days after the receipt of the Step 3 written grievance by the Superintendent or designee, the Superintendent or designee will meet with the parties-in-interest to understand the basis of the grievance and with an intent to resolve the matter. Following the meeting, the Superintendent or designee may research the matter further and, if necessary, hold another meeting with the grievant to obtain any further information or clarification. After this meeting, a written Step 3 decision on the matter will be rendered by the Superintendent or designee within ten (10) days.

### **Step 4: Grievance Appeal to Board:**

If the grievant is not satisfied with the Step 3 decision, they may appeal to the Board of Education in writing within 10 days of receiving the Step 3 decision. Such appeal will contain copies of the grievances and responses submitted at the prior levels and substantive arguments as to the merits of the grievance.

The Board will hold a meeting to consider the appeal not sooner than 10 days following receipt of the appeal, at a special board meeting or no later than at its next regular board meeting thereafter. The Board may set aside up to 10 minutes for the Grievant and the Superintendent, each, to address the merits of the grievance before the Board deliberates and reaches its determination. Following the meeting to after considering the appeal, the Board will render its Grievance Appeal Decision within ten (10) days and deliver a copy of its decision to the grievant, SETC President and to the Superintendent or designee.

### **Step 5: Mediation (Optional)**

If the grievant and SETC are not satisfied with the decision in Step 4, they may submit in writing within three (3) days a request to the Superintendent and SETC President for mediation of the dispute. The District may decline to participate in mediation. If the parties agree to mediation, a mediator will be selected through the California State Mediation and Conciliation Service. The mediator will meet promptly with all interested parties and attempt to resolve the grievance. The mediator may choose to issue a recommended mediated resolution. In any event, the mediator will have no power to add to, subtract from, or modify the terms of this agreement, or the written policies, rules or regulations, and procedures of the District. The mediator's recommendations are advisory only to the parties. If the parties do not reach a mediated resolution, the grievant may request that SETC submit the grievance to arbitration.

### **Step 6: Notification of Grievance Arbitration:**

If the grievant is not satisfied with Step 4 and/or no resolution is reached at Step 5, they may submit a request in writing to SETC for arbitration of the dispute within five (5) days of the completion of Step 4 and/or Step 5 (Mediation). A grievant may not proceed to Grievance Arbitration without the consent and approval of SETC.

Within ten (10) days of notification to SETC of the Step 4 determination or the parties not entering or reaching resolution at Step 5 (Mediation), SETC will notify the Superintendent and Assistant Superintendent of Human Resources, if it will submit the grievance to Step 6 Arbitration.

#### **Step 7. Arbitration Procedures**

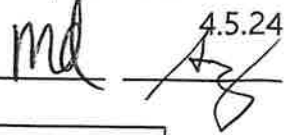
Within ten (10) days of its Notification of Grievance Arbitration to the Superintendent and Assistant Superintendent of Human Resources, SETC will request the California State Mediation/Conciliation Services to supply a list of names of five (5) potential arbitrators. A copy of this request will be sent to the grievant and the Superintendent. Within five (5) days of the receipt of the list of five (5) potential arbitrators, the Superintendent and SETC will either mutually agree upon an arbitrator, draw lots to initiate the parties' striking of names from the list until one arbitrator's name remains and is selected or notify the California State Mediation/Conciliation Services to select an arbitrator in accordance with its rules.

The parties agree that the cost and fee of arbitration will be borne by the District if the grievance is sustained and by SETC if the grievance is denied. In the event the grievance is sustained in part and denied in part, the arbitrator will determine the appropriate share of cost to be assessed to each party. Each party will bear its own cost for attorney/representative fees, if any.

The rules of the California State Mediation/ Conciliation Services will govern the arbitration with the exceptions stated within this article. The award will be limited to the specific issue or issues contained in the grievance filed. The arbitrator will have no authority to add to, delete, or alter any provisions of this agreement but will limit their decision to the application and interpretation of its provisions.

The arbitrator will conduct a hearing and submit their findings and recommendations in writing to the Board, SETC, and the grievant. The written decision of the arbitrator will be final and binding upon all parties.

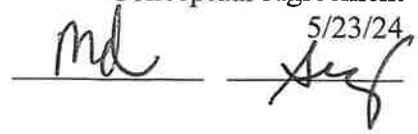




<p style="text-align: center;"><b>ARTICLE IV</b> <b>PROFESSIONAL DUES AND PAYROLL DEDUCTIONS</b></p>
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1. The District will deduct from the pay of unit members and pay to the Association membership dues, as required by law. The District will deduct one-tenth (1/10) of such dues from the regular salary check of the unit members each month for ten (10) months, provided the unit member delivered written authorization for the deduction of membership dues.
2. SETC agrees to furnish any information needed by the District to fulfill the provision of this Article.
3. SETC agrees to hold harmless, defend, and indemnify the District from all liability, causes, damages, and fees, including attorney fees, incurred by the District as a result of the enactment and implementation of this Article. SETC has the exclusive right to determine whether any such liability, cause, damages, or fees will be compromised, defended, or appealed in its enforcement of this Article.
4. New Employee Orientation
  - A. The District will provide at least ten (10) days' advance notice to Salinas Elementary Teacher's Council (SETC) of all new employee orientations. A representative from SETC will be given the opportunity to make a presentation of one (1) hour during any new employee welcome and orientation session at the beginning of the school year, with only SETC bargaining unit members in attendance and SETC invited guests.
  - B. In no event will any new employee be required to participate in that portion of the orientation that is controlled by SETC. If an employee declines to participate, the employee will be requested to sign or initial a document indicating that the opportunity to participate in the SETC orientation was offered and declined by the employee. An employee's refusal to participate shall not constitute a violation by the District of any provision of this agreement, the SETC Master Agreement or statute. Participation in the SETC orientation will not be a condition of continued employment by the District nor will it be the basis of disciplinary action against the employee.
5.
  - A. The District will provide in electronic form to SETC the name, job title, department, work location, work, home, and personal cellular telephone numbers, and personal email address on file with the District within the first thirty (30) days of hire or by the first pay period of the month following hire, whichever is sooner.
  - B. The District shall provide to SETC a bargaining unit roster in Excel that includes the name, job title, department, work location, work, home and personal cellular telephone numbers, and personal email address on file with the District within the first thirty (30) days of the new school year.

- C. The District will not be required to provide an employee's home and personal cellular telephone number or personal email address to SETC if the employee does not provide such information to the District or has made a written request to limit the disclosure of such information or otherwise has an alternatively designated address pursuant to Government Code section 6207.



<p style="text-align: center;"><b>ARTICLE V</b> <b>HOURS OF EMPLOYMENT</b></p>
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1. Work Year

	Work Year 180 Instructional Days	Hours
Counselors	Plus 10 workdays 190 total days	6.0 hours and 20 mins.
Psychologists	Plus 15 workdays 195 total days	6.0 hours
Speech and Language Pathologist	Plus 5 workdays 185 total days	6.0 hours and 20 mins.
Other bargaining unit members: Classroom Teachers, TOSAs, SPED Preschool, etc. See Preschool Side Letter	Plus 5 workdays 185 total days	6.0 hours
All New Employees	Plus additional 3 days of orientation prior to the first workday of the adopted district calendar. 188 total days	6.0 hours
Early Release Thursdays	N/A	7.0 hours
Extended Conference Days	N/A	9.0 hours

A. Four (4) workdays will be scheduled prior to May 15<sup>th</sup>, and one will be the workday following October 31<sup>st</sup>.

a. These days will be for staff development as determined by the district and a committee of bargaining unit members.

i. The staff development committee will have the following SETC representatives for the grades and specializations listed. Each grade level span listed will have a Dual Immersion and Structured English

Immersion representative up to the listed number of representatives permitted.

Universal Preschool, TK, and Kinder (2)	Grades 1-3 (2)
Grades 4-6 (2)	Special Education (2)

In addition, SETC may designate up to two (2) additional SETC members of their choice. The district may assign up to six (6) representatives.

If SETC does not designate any members to the committee or if any designated SETC members do not attend the scheduled committee meeting, the district may proceed with the input from those who are present.

- ii. Two (2) of the four (4) days will provide at least two (2) hours daily to be used for planning and collaboration at the bargaining unit members' sites.
- B. The fifth (5<sup>th</sup>) workday will be a teacher workday held on the last workday before the first instructional day. The purpose of this day is to provide time for teachers to work in their classrooms/workspaces in preparation of the first instructional day. There will be no meetings or school/district-planned collaboration on this day.
- C. Any remaining workdays will be designated by the superintendent or designee.
- D. All new unit members will be required to work three (3) additional workdays prior to the first workday of the adopted district calendar.
- 2. Instructional Minutes: Instructional minutes lie within the district's rights, power, and authority to direct, manage and control its operations and as specifically required to comply with the minimum instructional minutes prescribed by the Education Code.

A.

Current Instructional Minutes Per Day: Regular Days	
TK/Kindergarten	295 minutes
Grades 1 <sup>st</sup> -3 <sup>rd</sup>	295 minutes
Grades 4 <sup>th</sup> -6 <sup>th</sup>	315 minutes
SDC Preschool	Up to 315 minutes

Current Instructional Minutes Per Day: Regular Days	
	(To meet IEP or program needs)

Current Instructional Minutes Per Day: Early Release Days (Includes Thursdays, Conference Days, Open House and the Last Day of Student Instruction)	
TK/Kindergarten	255 minutes
Grades 1 <sup>st</sup> -3 <sup>rd</sup>	255 minutes
Grades 4 <sup>th</sup> -6 <sup>th</sup>	275 minutes
SDC Preschool	Up to 275 minutes (To meet IEP or program needs)

- B. 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.

TK/Kindergarten	Not to exceed 36,000 minutes per year
Grades 1 <sup>st</sup> - 3 <sup>rd</sup>	Not to exceed 51,300 minutes per year
Grades 4 <sup>th</sup> - 6 <sup>th</sup>	Not to exceed 54,900 minutes per year

### 3. Workday Hours

- A. Work hours will begin twenty-five (25) minutes before instruction begins at each school site. The first fifteen (15) minutes will be under the self-direction of the teacher. In the remaining ten (10) minutes immediately preceding instruction, teachers will open their classrooms and be responsible for student supervision.
- B. Unit members not assigned to a classroom will also be responsible for student supervision either ten (10) minutes before instruction begins or at the end of the instructional day.

C. Workday hours include instructional minutes, relief periods, required meetings, preparation time, and other professional responsibilities. Workday hours do not include a duty-free lunch period.

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

#### 4. Back to School Night

- A. Salaried unit members will be required to attend Back to School Night, except for Special Education Preschool Teachers who will hold Parent Orientation for up to ninety (90) minutes prior to the first day of school in lieu of Back to School Night.
- B. Staff assigned to more than one (1) site will attend at least forty-five (45) minutes of Back to School Night at each of the two (2) sites they are assigned to, unless Back to School Nights are scheduled on the same night.
- C. The day of Back to School Night will be mutually decided by bargaining unit members and site administration.
- D. Back to School Night activities will be scheduled for no more than ninety (90) minutes.
- E. Unit members may leave after the dismissal of the last group of students in grades TK-6 on the day of Back to School Night.

#### 5. Early Release Days

##### A. Parent Conference Days

- a. All teachers of grades TK-6 will hold first and second trimester parent conferences for all students. The purpose of conference days is to provide structured time for teacher and parent/guardian communication about student progress and how student needs can best be supported at home and school. Unit members will meet with guardians who are unable to meet in person by conferencing virtually or by phone.
- b. Eight (8) early release days will be scheduled for each conference period.
  - i. One (1) day during each conference period will be a nine (9) hour workday. This day will be decided by a majority vote of those bargaining unit members holding conferences. The chosen day will be reported to the site administrator at least two (2) weeks prior to the first day of the conference period.



- ii. All bargaining unit members holding conferences will have an additional ten (10) minute relief period in the afternoon.
- c. Unit members have the right to leave after dismissal of the last group of students in grades TK-6 on the early release day following an extended conference day.
- d. Unit members have the right to leave after dismissal of the last group of students in grades TK-6 on the last day of parent conferences, provided all conferences have been completed or attempted and documented.
- e. TK-6 teachers will document scheduled conferences.

#### B. Thursday Collaboration Days

- a. Purpose: The purpose of the collaboration day is to provide structured time for groups within the staff to meet to conduct activities that benefit the instructional or school programs.
- b. Collaboration will begin fifteen (15) minutes after the dismissal of the last group of students in grade TK-6 and will not extend beyond the workday. Collaboration may occur within a staff meeting.
- c. If the principal has not scheduled formal group meetings or activities for whole staff or groups within the staff, the bargaining unit members will use this time for self-directed class planning and preparation.

#### C. Staff Meeting Days

- a. Purpose: The purpose of the staff meeting day is to provide structured time for the whole staff to meet to conduct activities that benefit instructional or school programs.
- b. Except in case of emergency, staff meetings will not be held on days other than early release days.
- c. Staff meetings will begin fifteen (15) minutes after the dismissal of the last group of students in grades TK-6 and will not exceed the seven (7) hour workday.
- d. If the principal has not scheduled formal activities for the whole staff, or ends the meeting early, the bargaining unit members will use the remainder of the workday for self-directed class planning and preparation.
- e. At the first official staff meeting, each site administrator will provide time for each faculty to select SETC representatives.

#### D. SETC Days

- a. After the completion of the workday, the third Wednesday of every month during the regular school year will be reserved for the meeting of the Representative Assembly or General Assembly of the SETC.
- b. The following Thursday will also be reserved for site level SETC meetings. The workday will end fifteen (15) minutes after the last group of students is released.
- c. These scheduled dates may be modified by mutual agreement between the Superintendent and the SETC President.

#### E. Open House

- a. Open House will be designated as a Thursday early release day and unit members may leave after the dismissal of the last group of students in grades TK-6. Unit members are required to return for Open House.
  - i. Staff assigned to more than one (1) site will attend at least forty-five (45) minutes of Open House at each of the two (2) sites they are assigned to unless the Open Houses are scheduled on the same night.
  - ii. The day of Open House will be mutually decided by unit members and site administration. The chosen date will be decided and reported to the district no later than the second Thursday of February.
  - iii. Open House activities will be scheduled for no more than ninety (90) minutes.

#### F. The Last Day of Student Instruction

#### G. Other

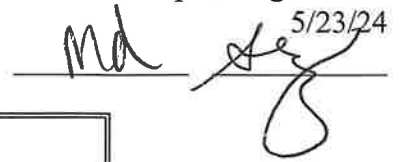
- a. Unit members have the right to leave after dismissal of the last group of students in grades TK-6 on the following days:
  - i. The workday prior to Veterans Day (except when it falls on a Monday).
  - ii. Days of mandatory evening attendance.
6. Time Constraints on Starting and Ending Hours: Time constraints, especially transportation requirements and bus schedules, which may impact the starting and ending times at a school site, will be shared with SETC and school sites as soon as available.

- A. Starting and ending times within the instructional day and workday requirements, including the length of the lunch period, will be mutually determined by the school site unit members and the site principal by May 1<sup>st</sup>, provided that all of the following standards are met:
    - a. Daily schedules must comply with transportation requirements and/or bus schedules.
    - b. All full-time bargaining unit members at all sites will work their contracted number of hours.
    - c. All workday schedules at all sites will begin twenty-five (25) minutes prior to the instructional day.
  - B. It will take a majority vote of the total bargaining unit members assigned to a school site to adopt or change the schedule at a staff meeting.
- 7. Unit Members Assigned to Multiple Sites: All unit members assigned to more than one school/site will have their workday or instructional day be consistent with the sites being served. Deviation from this schedule is permissible by mutual agreement between the department head, principal, and unit members. When there is a need to deviate from the schedule due to unusual circumstances, the unit member will notify the department head and principal in advance when possible. However, in all cases the workday/instructional day will meet at least the minimum requirements.
- 8. Unit members will be provided with one (1) additional hour paid time for lesson planning and preparation prior to an instructional day absence necessitated by participation in district/site professional development or committees and which requires a substitute teacher.
  - A. Unit members who are receiving a stipend through a grant or district position are not eligible for the additional hour of paid time if their absence is due to the duties or responsibilities related to the position.
- 9. Certificated Support Staff (Academic Coaches, Teachers on Special Assignment, and MTSS Teachers): These unit members may be asked to adjust their workday schedule to provide instruction to students, professional development, and/or to participate in parent meetings outside of the regular instructional day, not to exceed three (3) hours per week. Any adjustment will be mutually agreed to by the supervising administrator, the site administrator, and the bargaining unit member.
  - A. Certificated support staff may be required to substitute/cover classroom teacher positions. When certificated support staff are required to substitute/cover classroom teachers more than three (3) times per month, they will be compensated a daily stipend equivalent to one (1) hour of pay at the certificated hourly rate, for any full or partial day of substitute service thereafter.

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

11. Transitional Kindergarten/Kindergarten:

- A. Every other week, TK-K teachers will have recess duty for no more than 10 minutes a day, not to exceed twenty (20) weeks.
- B. The District will make reasonable efforts to provide one hundred twenty (120) minutes of instructional aide support daily to kindergarten classes through regularly assigned aides or a substitute in their absence.
- C. The District will follow state adult-student ratios in TK classes.

Handwritten signatures and the date 5/23/24.

<b>ARTICLE VI</b> <b>EARLY RETIREMENT PROGRAM</b>
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**1. Definition**

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

**2. Eligibility**

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

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

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

**3. Conditions**

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

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

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

**4. Benefits**

The early retiree will receive medical benefits in the same manner as a full-time bargaining unit member. (See Article XII, Employee Benefit).

**5. Services**

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

**6. Contract**

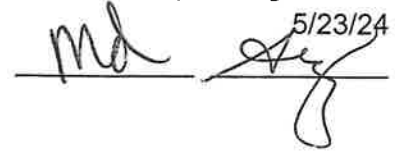
Each early retiree will sign a contract each year with the District specifying the number of days of service per year and compensation to be received.

**7. Duration**

Program participation is available during the five years immediately following retirement, and up to age sixty-five (65), as listed in 2A above.

**8. Application**

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

Handwritten signatures and the date 5/23/24.

ARTICLE IX  
CLASS SIZE / CASELOADS

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

- a. Initial Enrollment

At the end of the initial twelve (12) instructional days of the school year no classroom enrollment should exceed the class sizes stated in paragraph one (1) above.

- b. Enrollment After the Initial twelve (12) Day Period

New students enrolled subsequent to the initial placement described in Paragraph a. above will be given a temporary placement of ten (10) school days by the Site Administrator. The addition of these new students during this period will not count towards class size overage payments until the 11th day of placement.

- c. Class Size Stipend

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

2. Each year, no later than the second Thursday in May, the Site Administrator and the grade-level teachers will work cooperatively to determine the initial placement of students for the succeeding year. Initial student placement will be made to maintain a balanced class size within grade levels and/or programs at the site.
3. After the first day of instruction, new enrollees will be placed in their grade level and/or instructional program in a manner that promotes a balanced distribution of students. Exceptions may be made by site administration when there are extenuating circumstances.
4. At the end of school reporting period, a copy of the District's enrollment report will be emailed to the SETC President.
5. The placement of students enrolled in SDC classes in general education classrooms for any portion of the instructional day will be based on the student's IEP and after

consultation with SDC and the general education classroom teachers. These decisions will consider the benefits to all involved.

6. Resource Specialists Program Teachers

It is the goal of the District that no Resource Specialist will have a caseload that exceeds twenty-eight (28) students. Resource Specialists will be entitled to the Class Size Stipend for every student on their caseload that exceeds twenty-eight (28).

7. Special Day Class Teachers

It is the goal of the District to follow the outlined class size enrollment for the Special Day classes. Special Day class teachers will be entitled to the Class Size Stipend for each enrolled student over the goals stated herein:

SDC Program Type	Goal
Transitional Academic Program (Mild/Moderate)	No more than fifteen (15) students
Functional Academics (Moderate/Severe)	No more than twelve (12) students
Program for Effective Relationships and Learning (Autism)	No more than twelve (12) students
Therapeutic Support Intervention Program	No more than eight (8) students.
SDC Preschool	No more than fourteen (14) students (7 in a.m. and 7 in p.m.)

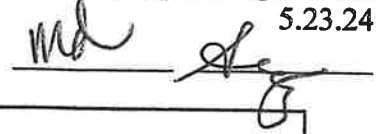
8. Speech and Language Pathologist

It is the goal of the District that no Speech and Language Pathologists will have a caseload that exceeds more than fifty-five (55) students. Speech and Language Pathologists will be entitled to the Class Size Stipend for every student on their caseload that exceeds fifty-five (55). Preschool, TK and Kindergarten students count as one and a half (1.5) each.

9. Adaptive Physical Education Teachers

It is the goal of the District that the Adaptive Education Teacher(s) will follow the guidelines in the Adaptive Physical Education Guidelines in California Schools written by the California Department of Education, Special Education Division.





**ARTICLE X  
CERTIFICATED EMPLOYEE  
EVALUATION & OBSERVATION PROCEDURES**

1. Evaluation Philosophy

The purpose of our evaluation process is to inform and support educators through meaningful and constructive feedback around their performance. The intent is to establish a collegial atmosphere between educator and evaluator focused on student academic and behavioral objectives, as well as the continued growth of the educator as a professional.

2. Definition of Terms

- A. Evaluation Conference: A meeting between an evaluatee and their evaluator(s) to complete evaluation forms.
- B. District Based Instructional Bargaining Unit Members: Bargaining unit members who engage in daily student direct instruction, assigned to the District Office, and travel to different sites.
- C. District Based Non-Instructional Bargaining Unit Members: Bargaining unit members who do not engage in daily student direct instruction, assigned to the District Office, and travel to different sites.
- D. Immediate Supervisor: The administrator responsible for the site, department, or services to whom the unit member is assigned to report to and receive direction from.
- E. Short-Term Performance Objectives: Measurable objectives that a unit member is expected to achieve within a set period of time. These objectives relate to the tasks and/or duties required to be performed that align with their job description.
- F. Student Learning Objectives: Student growth goals set by the unit member to help them plan for instruction and interventions that support student learning and achievement throughout the year.
- G. Site-Based Instructional Bargaining Unit Members: Bargaining unit members who engage in daily student direct instruction and are assigned to a specific site.
- H. Site-Based Non-Instructional Bargaining Unit Members: Bargaining unit members who do not engage in daily student direct instruction and are assigned to a specific site.

3. Evaluation Timelines

- A. General (Instructional and Non-Instructional)

- 1) September 1: Notification of evaluation year
- 2) September 15: Selection of evaluator
- 3) Last Friday in September: Evaluation Orientation Meeting
- 4) October 15: Set goals and objectives
- 5) January 31: Checkpoint for Student Progress Objectives
- 6) Second Friday in February: Evaluation of Probationary II bargaining unit members
- 7) First Friday in May: Evaluation Completion date conferences for Temporary, Probationary I, and Permanent unit members

**B. Reduced Workload Program**

- 1) Working 1<sup>st</sup> Half of The Year
  - a. September 1: Notification of evaluation year
  - b. September 15: Selection of evaluator
  - c. September 30: Evaluation orientation meeting
  - d. October 15: Set goals and objectives
  - e. November 15: Checkpoint for student progress objectives
  - f. Members last workday: Evaluation Conference
- 2) Working 2<sup>nd</sup> Half of The Year
  - a. January 15: Notification of evaluation year
  - b. February 1: Selection of evaluator
  - c. February 15: Evaluation orientation meetings
  - d. February 28: Set goals and objectives
  - e. March 31: Checkpoint for student progress objectives
  - f. May 1: Evaluation Conference

- C. All deadlines included within this evaluation provision, except statutory deadlines, may be extended by written mutual agreement by the evaluator and unit member.**

**4. Evaluation Criteria**

**A. Areas of Evaluation for Instructional Unit Members**

- 1) The California Standards for the Teaching Profession (CSTP)
- 2) Student Learning Objectives

**B. Areas of Evaluation for Non-Instructional Unit Members**

- 1) Unit Members' performance will be evaluated based on the duties of their assignment and related professional standards. The criteria by which non-instructional unit members will be evaluated will reasonably relate to:
  - a. Providing services to student, parents, and teachers to promote cooperative efforts and/or student academic growth, emotional and/or behavioral improvement.
  - b. Establishing and maintaining a suitable environment in which techniques, strategies, and interpersonal skills are used effectively.

- C. Evaluation Forms: The District will create evaluation forms to record unit members performance, based on evaluation criteria including their assigned duties and professional performance standards.
  - D. Evaluations will be timely, accurate, relevant, and complete. No information will be used for the purpose of evaluations if such information is based solely on rumor and innuendo.
5. Observations
- A. Informal Observation
    - 1) Drop-In Observation: an observation of up to ten minutes of a unit member. No follow-up response by the administrator is necessary.
    - 2) Extended Informal Observation: A ten-to-thirty-minute observation of a unit member. Written feedback will be provided to the unit member as soon as possible, but no later than three (3) days following the observation.
  - B. Formal Observation:
    - 1) A thirty-to-sixty-minute scheduled observation by the chosen evaluator that is a component of the Formal Evaluation Procedures.

6. Frequency of Evaluation

- A. According to the Education Code the frequency of evaluations will be as following:
  - 1) At least once each school year for probationary and temporary personnel,
  - 2) the first year of permanent status
  - 3) at least every other year for personnel with permanent status, and
  - 4) at least every five years for personnel with permanent status who have been employed at least ten years with the school district, are highly qualified, and whose previous evaluation rated the employee as meeting standards, if the evaluator and the certificated employee being evaluated agree. The certificated evaluator or certificated employee may withdraw consent at any time.
- B. Preschool Bargaining Unit Members: Preschool unit members who have been employed by the District for at least three years will be evaluated at least every other year. Preschool unit members who have been employed less than three years will be evaluated annually.
- C. In the event of a change in assignment after September 15, the unit member will consult with the new immediate supervisor and they will select new evaluator(s), objectives, assessment techniques and checkpoints as necessary or nullify the current evaluation and be evaluated the following year.
- D. Bargaining unit members hired after forty-five (45) instructional days will meet with their immediate supervisor within fifteen (15) instructional days to set objectives, assessment techniques, checkpoint and completion dates, as appropriate

to the bargaining unit member's job description, and the time remaining in each school year. Certificated unit members whose first day of paid employment is in January, will not be evaluated that year.

- E. In an evaluation year, upon request, permanent unit members assigned to a combination class will be allowed to postpone their evaluation for one (1) year.
- F. In an evaluation year, permanent unit members who have notified the District by October 15 that they will be retiring during that current school year, will, upon request, be exempt from being evaluated.
- G. In the event that the evaluation process is interrupted due to an evaluatee's or evaluator's leaves of absence, the evaluatee and evaluator will meet and modify the evaluation timelines to assure the evaluation will be completed in that school year. When a modified schedule cannot be agreed upon, the Assistant Superintendent of Human Resources will determine a timeline for completion or that the evaluation will be carried over to the next school year.
- H. The evaluation process cannot be repeated in the subsequent year if the observations were complete but due to paperwork problems, or the final evaluation was not timely completed by the administrator and/or received by the unit members.

#### 7. Selection of Evaluator

- A. The evaluatee will select an evaluator(s) from the table below. The evaluator will not be changed during the year except in extenuating circumstances.

<b>Evaluator Options</b>	<b>1. Principal/ Supervisor</b>	<b>2. Vice Principal</b>	<b>3. District Administrator</b>	<b>4. Principal and District Administrator</b>
Site-Based Instructional Bargaining Unit Members	*	*	*	*
Temporary and Probationary Bargaining Unit Members	*	*		
Site Based Non- Instructional Bargaining Unit Members	*	*	*	*
District Based Instructional Bargaining Unit Members			*	*
District Based Non- Instructional	*		*	*

Bargaining Unit Members				
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- B. The evaluator will be responsible for carrying out all arrangements for evaluation to occur.
  - C. In cases where option 4 is selected, one evaluator will assume the role of chairperson. The chairperson will be solely responsible for conducting all formal observations and determining whether the final evaluation is deemed overall satisfactory or unsatisfactory. This determination will be made after consultation with the other evaluators.
  - D. Unit members who do not select and confirm an evaluator(s) by September 15 forfeit their right of choice in the selection of an evaluator. They will have their evaluator chosen for them by their immediate supervisor.
  - E. Nothing in this evaluation process will preclude observations by supervisors. The immediate supervisor in every case bears responsibility for supervising, observing, and assisting personnel assigned to them.
  - F. A supervisor/administrator may deny a request to act as an evaluator if they are already evaluating as many people as they deem feasible.
8. Evaluation Year Process
- A. Notification of Evaluation Year: By September 1 the immediate supervisor will notify the unit member that it is their evaluation year.
  - B. Selection of Evaluator: By September 15
  - C. Evaluation Orientation Meeting: By the last Friday in September, the evaluator will meet with evaluatee, as a group or individually, to explain the practices, procedures, explanation of evaluation application (presently "Evaluat'd"), timelines, and documents related to the evaluation process. All forms used to implement the evaluation process will be provided by the evaluator at this meeting.
  - D. Student Learning Objectives: The bargaining unit member will write and be evaluated on three (3) learning objectives to measure student progress in three (3) different areas.
  - E. Pre-Observation Conference A pre-observation Conference will be held five (5) days before the formal observation. At this conference the evaluator and evaluatee will mutually agree to the date and time of the observation and the post-observation conference. They will confer over the lesson/session to be observed, including the anticipated lesson/session objectives, student goals and assessments. The evaluatee will submit the lesson plan for the observation to the evaluator no later than one (1) day before the scheduled observation.

F. Formal Observation

1) Temporary Bargaining Unit Members:

Temporary unit members will have a minimum of two (2) formal observations. The first observation will occur no later than forty (40) workdays after the 1<sup>st</sup> day of student attendance of each school year. The second observation must occur by the third Friday in April.

2) Probationary Bargaining Unit Members:

Probationary unit members will have a minimum of one formal observation as part of their formal evaluation. This observation must occur by the last Friday of January.

3) Permanent Bargaining Unit Members:

Permanent unit members will have one (1) formal observation as part of their formal evaluation. This observation must occur by the third Friday in April.

G. Post Observation Conference

1) A post observation conference will be held within two (2) days after a formal observation. Form 134A will be utilized at the post observation conference. The completed copy of form 134A will be provided to the unit member within ten (10) workdays. Unit members have ten (10) workdays from receipt of this document to make any signed written comments. A copy of Form 134A along with any bargaining unit member's comments will be placed in the unit member's personnel file.

2) If the original formal observation is less than satisfactory, the evaluatee may request a second formal observation, with five (5) days of receiving the report. There will be a minimum of ten (10) days between formal observations, provided it does not extend beyond deadlines for completing the evaluation process.

H. Evaluation Conference: By first Friday in May

9. Evaluation Results

A. The evaluator will be solely responsible for conducting all formal observations and determining whether the final evaluation is deemed overall satisfactory or unsatisfactory. At the Evaluation Conference, one of the following evaluation ratings will be assigned:

- 1) Unit member achieves a satisfactory overall evaluation; or
- 2) Unit member receives an unsatisfactory overall evaluation.

B. The District will annually evaluate the unit member with an overall unsatisfactory evaluation each year until a satisfactory overall evaluation is achieved. In addition, the unit member may be given Short-Term Performance Objectives for the following year.

C. Reporting Evaluation Results

- 1) The final evaluation will be signed by the unit member, to acknowledge receipt, and not necessarily agreement with the evaluation. Copies of the final evaluation report will be distributed as follows:
  - a. One (1) copy given to the unit member
  - b. One (1) copy retained by the evaluator only until the completion of the evaluation year
  - c. One (1) copy retained by immediate supervisor only until the completion of the evaluation year
  - d. One (1) copy sent to the Human Resource Office

10. Short-Term Performance Objectives

A. At any time during the school year or after an unsatisfactory evaluation, the immediate supervisor may require that short-term objectives be accomplished, if the supervisor feels there is need for improvement. Before short-term performance objectives are assigned, the supervisor will meet with the unit member to discuss their concerns about improvement being needed. The unit member will have twenty (20) days to make improvements before being assigned performance objectives unless they had an unsatisfactory evaluation the previous year. A maximum of five (5) short-term objectives may be given in one school year. A maximum of three (3) short-term objectives may be given to bargaining unit members in a formal evaluation year. The Short-Term Performance Objectives form is identified as "CSD 138" (see Appendix) and will include:

- 1) A description of the performance objective to be attained
- 2) Forms of assessment to determine that the performance objective is attained
- 3) Recommendations and assistance that will be given to the unit member within the constraints of the evaluator's authority and budgetary resources. The primary purpose of bargaining unit member assistance is to improve the quality of instruction and promote higher student achievement
- 4) Anticipated completion date and attainment of performance objectives, not to exceed ninety (90) days.

B. Review of Attainment of Performance Objectives

- 1) By the completion date, the supervisor will make one of the following determinations:
  - a. Objective(s) achieved.
  - b. Objective(s) not yet achieved.

C. If objectives are achieved by the completion date the supervisor will note that the objective(s) were attained on the CSD 138 form. It will then be placed in the

personnel file within ten (10) workdays of the completion conference. The unit member may include a response and have it attached to their CSD 138 form.

- D. If objectives are not achieved by the completion date:
- 1) The supervisor will note which objective(s) were not attained on the CSD 138 form. It will then be placed in the personnel file within ten (10) workdays of the completion conference. The unit member may include a response and have it attached to their CSD 138 form.
  - 2) The supervisor may further recommend:
    - a. Extending the Short-Term Performance Objectives completion date.
    - b. Modifying the Short-Term Performance Objectives.
    - c. Require the bargaining unit member to be evaluated the following year.

ALL INFORMATION ON EVALUATION FORMS WILL BE KEPT CONFIDENTIAL.

11. Personnel Files

- A. There will only be one formal personnel file. All personnel records shall be maintained in the unit member's personnel file in the Human Resources department.
- B. Before the District places any evaluation or documentation regarding performance or conduct, consistent with Education Code section 44031, the unit member will be informed of that the documentation will be placed in their personnel file after 10 days and that they have a right to prepare a written response and have it attached.



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**ARTICLE XI**  
**PEER ASSISTANCE AND PEER REVIEW (PAR)**

The District and SETC agrees to remove Peer Assistance and Peer Review from the Master Agreement.



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**ARTICLE XII  
EMPLOYEE BENEFITS**

1. **Medical Insurance:**

- A. 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 will 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

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

2. **Vision Insurance:**

- A. The District agrees to pay the premium of the Vision Service Plan (Plan C) rate, \$10 deductible, for each employee plus eligible dependents beginning July 1, 2023, at the following rates. Any rate increases in 2024-2025 will be covered by the District.

	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, 2023, at the following rates. Any rate increases in 2024-2025 will be covered by the District.

	Monthly District Contribution	11-Monthly District Contribution	Annual District Contribution
Employee	\$62.40	\$56.73	\$624.00
Employee + 1	\$114.00	\$103.64	\$1140.00
Employee + Family	\$183.60	\$166.91	\$1836.00

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

4. **Duration of Benefits:**

- A. All bargaining unit members whose contract was effective before September 1<sup>st</sup> 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, 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**

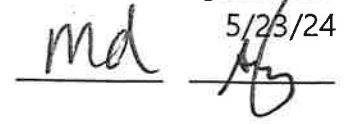
Any member of the Bargaining Unit may submit an Interdistrict Transfer request for his/her children at the same time as Intradistrict requests are accepted by the District. Those Interdistrict Transfer requests will be processed in the same manner and timeline as Intradistrict requests.



## ARTICLE XIII

## EMPLOYEE TRAVEL

1. Bargaining unit members who are required to use their personal automobiles in carrying out their duties will either be furnished a District automobile or reimbursed at the Federal reimbursement rate per mile, using form CSD 20.
2. Mileage Reimbursement: Unit members assigned to a single site per work day are not eligible to receive mileage reimbursement. A unit member who is required to work at more than one site per day, will be reimbursed at the Federal reimbursement rate per for their mileage from their first assigned work site to other work locations for the day and for their return to their first assigned work site, if they do return there before ending their workday.
3. If travel outside the general Salinas area is required, mileage reimbursement will be allowed at the Federal reimbursement rate per mile when private automobiles are used.



**ARTICLE XV**  
**SALARY**

1. Total Salary Compensation for the 2023-2024 and 2024-2025 school year:
  - A. Eliminate the first two steps of the 2022-2023 certificated salary schedule;
  - B. Add two (2) additional steps to the 2022-2023 preschool salary schedule to create a new 5 step Preschool salary schedule for 2023-2024.
  - C. Create separate salary schedules for School Counselors and Psychologists and Speech and Language Pathologists for the 2022-2023 year.
  - D. Adjustment of Salary Schedules Only for 2023-2024:
    1. Except for Psychologists and Speech and Language Pathologists, who will be placed on a new salary schedule, all 2022-2023 salary schedules will receive a 2.0% increase for the 2023-2024 school year, effective July 1, 2023.
    2. The new Psychologists and Speech and Language Pathologists salary schedule will be adjusted to receive a 3.5% increase effective July 1, 2023, to create the 2023-2024 salary schedule.
    3. Effective July 1, 2023, the frozen Steps in Column VI of the Certificated Salary Schedule will be unfrozen. After the first two steps are eliminated, the unfrozen steps will be initially adjusted to reflect a 1.0% difference between each step until the last step –Step 23.
  - E. Adjustment of Salary Schedules Only for 2024-2025:
    1. The agreed to 2023-2024 salary schedules will receive a 1.5% increase effective July 1, 2024, to create the 2024-2025 salary schedules.
  - F. The Parties agree not to adjust the current rate of any other stipends or hourly rates not specifically adjusted here, including but not limited to the current hourly rates and stipends for Additional Assignment, Teacher-in-Charge, Class Size Stipend, Administrator's Designee and Hard to Fill Positions above of the original 2022-2023 salary schedule.
  - G. Certificated Salary Schedules reflecting the changes to the 2023-2024 Salary Schedules will be found in the following appendixes:

Salary Schedule	Appendix
Certificated	A-1
Psychologist & Speech Language Pathologist	A-2
Counselor	A-3

Preschool	A-4
Stipends for Units Earned Beyond Column VI & Principal Designee	A-5

H. Newly hired unit members who attend the 3 days of Employee Orientation will be paid for the hours worked at the additional Assignment Rate of Pay.

## **2. INITIAL PLACEMENT OF CERTIFICATED BARGAINING UNIT MEMBERS**

- A. Incoming bargaining unit members will be placed on the salary schedule based upon (1) step for each year of public or accredited private elementary school teaching experience up to a maximum total of fifteen (15) years prior service credit.
  - 1. "Steps" refer to years of paid teaching experience.
  - 2. A year of experience will be defined as having served a full workday for 75% of the adopted workdays for the school year for which credit will be applied.
  - 3. Experience will have been in a public or accredited private elementary school in the United States of America or a United States Dependents' School.
  - 4. The Board of Education reserves the right to evaluate experience outside the elementary teaching profession for placement on the schedule.
- B. Excess units earned prior to the granting of any college degree will not apply as credits earned following the granting of any college degree nor will credit be allowed for lower division courses taken after the granting of said degree.
  - 1. Creditable units will have been taken at an institution approved by Superintendent of Public Instruction or regionally accredited in the current edition of Education Directory of Higher Education, "Part 3", U.S. Department of Health, Education and Welfare--Office of Education. Not more than twelve (12) semester units of credit for coursework taken, or to be taken, in areas unrelated to the elementary curriculum (i.e., theology, architecture) will be accepted for initial placement or advancement on the salary schedule.
  - 2. No salary payments will be made until official transcripts of record and verification of teaching experience are placed on file in the Human Resources Office.

## **3. INITIAL PLACEMENT OF PRESCHOOL TEACHERS**

- A. Incoming bargaining unit members will be credited with a maximum of three (3) years of experience.
  - 1. "Steps" refer to years of paid teaching experience.
  - 2. A year of experience will be defined as having served a full workday for 75% of the adopted workdays for the school year for which credit will be applied.

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

#### 4. CERTIFICATED STIPENDS

##### A. Administrator's Designee (annual stipend):

1. Base Stipend \$2,500.00
2. Two Years Experience or More 1 point
3. Administrative Credential 1 point
4. Each point would add \$169.52 to the base stipend.

##### B. Hard to Fill Positions

1. To qualify, the unit member must hold the credential type listed below (preliminary or clear credential)
  - a. Bilingual Authorization: for staff using their credential in a class requiring a bilingual authorization \$5,000, effective July 1, 2022.
  - b. Special Education: for staff using their credential in a class requiring a special education credential \$5,000, effective July 1, 2022.
2. The \$5,000 stipend will be paid half in January and half in July.

#### 5. PART-TIME BARGAINING UNIT MEMBERS



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

## **6. PROFESSIONAL GROWTH**

- A. A stipend of \$408.39, for units earned beyond Column VI, will be paid for every twelve (12) approved units. One such stipend may be earned every three (3) years up to a maximum of three (3).
- B. The course work will be taken at an accredited college, community college, approved inservice programs, or any combination thereof.
- C. When total costs of courses, workshops, or institutes are paid for by the District, bargaining unit members are not eligible for professional growth increments.
- D. It will be the responsibility of the bargaining unit member to apply for approved professional growth units and verify completion of the course.
- E. Official transcripts will be required and must be on file with the Human Resources Office. Bargaining Unit Members who qualify for a salary increase will be paid from the date that transcripts are verified and date stamped and no later than three regular pay periods after their receipt. (Ed Code 45048)
- F. Application
  - 1. Continuing credit beyond Column VI, lower division college courses, and other activities for district salary credit will be granted only for course work or other activities which began on or following the bargaining unit member's date of hire.
  - 2. The District application form will be submitted to the Assistant Superintendent, Human Resources for approval prior to taking the courses or participating in the activities.
  - 3. This form and all of its copies will be date stamped upon receipt.
  - 4. Within five (5) work days, the Assistant Superintendent, Human Resources will respond to the individual making the request with either approval or a written rationale for the refusal.
- G. Professional Growth Committee
  - 1. This committee will be comprised of three (3) members chosen by the SETC and two (2) members chosen by the District. A chairperson will be elected by the Committee for a one (1)

year period beginning January 1. The name of the chairperson will be reported in writing to the Human Resources Office immediately following his/her election.

2. The committee will hear appeals filed by bargaining unit members according to the procedure outlined in Section H below.

#### H. Appeal

1. If approval is denied, the bargaining unit member may appeal the decision to the Professional Growth Committee.
2. Appeals must be filed within ten (10) workdays of the date of notification of the decision on the acceptability of the application.
3. Upon appeal, the Assistant Superintendent, Human Resources will call a meeting of the Committee at the earliest possible date.
4. The decision rendered will be retroactive to the date stamped on the original application form.
5. If the appeal is rejected by the committee, the bargaining unit member may submit the appeal to the Superintendent or their designee within ten (10) workdays from the receipt of the rejection.
6. The Superintendent or their designee will render a written decision with accompanying rationale within ten (10) workdays.

# Salinas City Elementary School District

840 South Main St. Salinas, CA 93901

Phone: (831) 753-5600

## CERTIFICATED SALARY SCHEDULES

**\*\*DRAFT\*\***

*med / My*  
5/23/2

<b>2023-24</b>	<b>2.00%</b>
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Unfreeze "Dead" Steps in  
Column VI

**Board Approved 3/21/2023**

**CLASSIFICATION**

**(Divisor - 185 Days of Service)**

	I	II	III	IV	V	VI
				M.A. or B.A.+45*	M.A.+15 or B.A.+60*	M.A.+30 or B.A.+75*
<u>Steps</u>	<u>B.A. Annual</u>	<u>B.A.+15 Annual</u>	<u>B.A.+30* Annual</u>	<u>B.A.+45* Annual</u>	<u>B.A.+60* Annual</u>	<u>B.A.+75* Annual</u>
1	58,027	58,723	62,217	65,699	69,185	72,673
2	58,422	61,778	65,253	68,745	72,235	75,715
3	61,321	64,811	68,288	71,783	75,271	78,749
4	64,367	67,850	71,326	74,818	78,300	81,787
5	67,393	70,878	74,370	77,855	81,341	84,816
6	70,435	73,928	77,401	80,895	84,373	87,850
7	70,435	76,968	80,441	83,922	87,409	90,892
8	70,435	76,968	83,467	86,962	90,453	93,926
9	70,435	76,968	83,467	89,998	93,490	96,963
10	70,435	76,968	83,467	89,998	96,523	100,007
11	70,435	76,968	83,467	89,998	96,523	102,007
12	70,435	76,968	83,467	89,998	96,523	104,047
13	70,435	76,968	83,467	89,998	96,523	105,088
14	70,435	76,968	83,467	89,998	96,523	106,139
15	70,435	76,968	83,467	89,998	96,523	107,200
16	70,435	76,968	83,467	89,998	96,523	108,272
17	70,435	76,968	83,467	89,998	96,523	109,355
18	70,435	76,968	83,467	89,998	96,523	110,448
19	70,435	76,968	83,467	89,998	96,523	111,553
20	70,435	76,968	83,467	89,998	96,523	112,668
21	70,435	76,968	83,467	89,998	96,523	113,795
22	70,435	76,968	83,467	89,998	96,523	114,933
23	70,435	76,968	83,467	89,998	96,523	116,082

\*Semester Hours

Additional Assignment Rate of Pay -- \$55.00 per hour.

Teacher-in-Charge Rate of Pay -- \$60.00 per hour.

Class Size Stipend: \$82.54

# Salinas City Elementary School District

840 South Main St. Salinas, CA 93901

Phone: (831) 753-5600

## CERTIFICATED SALARY SCHEDULES

**\*\*DRAFT\*\***

<b>2023-24</b>	<b>3.50%</b>
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*Psychologist, SLP's separated from Counselors*

### CLASSIFICATION: PSYCHOLOGIST

(Divisor - 195 Days of Service)

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

### CLASSIFICATION: SPEECH AND LANGUAGE PATHOLOGIST

(Divisor - 185 Days of Service)

					#1 Career Increment	#2 Career Increment	#3 Career Increment	#4 Career Increment
A	B	C	D	E	F	G	H	I
94,604	98,596	102,589	106,580	110,579	115,005	119,430	123,852	126,903

Additional Assignment Rate of Pay (Psych/SLP): \$80.00

<b>2023-24</b>	<b>2.00%</b>
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### CLASSIFICATION: SCHOOL COUNSELOR

(Divisor - 190 Days of Service)

					#1 Career Increment	#2 Career Increment	#3 Career Increment	#4 Career Increment
A	B	C	D	E	F	G	H	I
93,233	97,167	101,102	105,036	108,977	113,338	117,699	122,057	125,064

## CERTIFICATED SALARY SCHEDULES

<b>2023-24</b>	
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### STIPENDS FOR UNITS EARNED BEYOND COLUMN VI

\$361 stipend will be paid for every twelve (12) approved units earned over Column VI. One such stipend may be earned every three (3) years up to a maximum of three (3).

### PRINCIPAL DESIGNEE (ANNUAL STIPEND):

Base Stipend: \$2500

Each point will add \$169.52 to the base stipend.

## CERTIFICATED SALARY SCHEDULES

<b>2023-24</b>	<b>Addition of Steps 4 &amp; 5, 2% Increase</b>
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### Preschool/EDC Salary Schedule

Per Hour Wage

Steps	I	II	III
1	31.33	33.21	35.20
2	32.59	34.55	36.62
3	33.89	35.92	38.08
4	35.25	37.36	39.60
5	36.66	38.85	41.19

Salinas City Elementary School District

840 South Main St. Salinas, CA 93901

Phone: (831) 753-5600

CERTIFICATED SALARY SCHEDULES

**\*\*DRAFT\*\***

**2024-25**

**1.50%**

CLASSIFICATION

(Divisor - 185 Days of Service)

	I	II	III	IV	V	VI
				M.A. or B.A.+45*	M.A.+15 or B.A.+60*	M.A.+30 or B.A.+75*
<u>Steps</u>	<u>B.A. Annual</u>	<u>B.A.+15 Annual</u>	<u>B.A.+30* Annual</u>	<u>B.A.+45* Annual</u>	<u>B.A.+60* Annual</u>	<u>B.A.+75* Annual</u>
1	58,897	59,604	63,150	66,685	70,222	73,763
2	59,298	62,705	66,232	69,776	73,319	76,850
3	62,241	65,783	69,312	72,860	76,400	79,930
4	65,333	68,868	72,396	75,940	79,475	83,013
5	68,404	71,941	75,486	79,022	82,561	86,088
6	71,492	75,037	78,562	82,108	85,639	89,167
7	71,492	78,123	81,648	85,181	88,720	92,255
8	71,492	78,123	84,719	88,266	91,809	95,335
9	71,492	78,123	84,719	91,348	94,892	98,418
10	71,492	78,123	84,719	91,348	97,970	101,507
11	71,492	78,123	84,719	91,348	97,970	103,537
12	71,492	78,123	84,719	91,348	97,970	105,608
13	71,492	78,123	84,719	91,348	97,970	106,664
14	71,492	78,123	84,719	91,348	97,970	107,731
15	71,492	78,123	84,719	91,348	97,970	108,808
16	71,492	78,123	84,719	91,348	97,970	109,896
17	71,492	78,123	84,719	91,348	97,970	110,995
18	71,492	78,123	84,719	91,348	97,970	112,105
19	71,492	78,123	84,719	91,348	97,970	113,226
20	71,492	78,123	84,719	91,348	97,970	114,358
21	71,492	78,123	84,719	91,348	97,970	115,502
22	71,492	78,123	84,719	91,348	97,970	116,657
23	71,492	78,123	84,719	91,348	97,970	117,823

\*Semester Hours

Additional Assignment Rate of Pay -- \$55.00 per hour.

Teacher-in-Charge Rate of Pay -- \$60.00 per hour.

Class Size Stipend: \$82.54

*md/Ag*  
5/23/2024

# Salinas City Elementary School District

840 South Main St. Salinas, CA 93901

Phone: (831) 753-5600

## CERTIFICATED SALARY SCHEDULES

**\*\*DRAFT\*\***

<b>2024-25</b>	<b>1.50%</b>
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### CLASSIFICATION: PSYCHOLOGIST

(Divisor - 195 Days of Service)

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

### CLASSIFICATION: SPEECH AND LANGUAGE PATHOLOGIST

(Divisor - 185 Days of Service)

					#1 Career Increment	#2 Career Increment	#3 Career Increment	#4 Career Increment
A	B	C	D	E	F	G	H	I
96,023	100,075	104,128	108,179	112,238	116,730	121,221	125,710	128,807

Additional Assignment Rate of Pay (Psych/SLP): \$80.00

<b>2024-25</b>	<b>1.50%</b>
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### CLASSIFICATION: SCHOOL COUNSELOR

(Divisor - 190 Days of Service)

					#1 Career Increment	#2 Career Increment	#3 Career Increment	#4 Career Increment
A	B	C	D	E	F	G	H	I
94,631	98,625	102,619	106,612	110,612	115,038	119,464	123,888	126,940

## CERTIFICATED SALARY SCHEDULES

<b>2024-25</b>	
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### STIPENDS FOR UNITS EARNED BEYOND COMUMN VI

\$361 stipend will be paid for every twelve (12) approved units earned over Column VI. One such stipend may be earned every three (3) years up to a maximum of three (3).

### PRINCIPAL DESIGNEE (ANNUAL STIPEND):

Base Stipend: \$2500

Each point will add \$169.52 to the base stipend.

## CERTIFICATED SALARY SCHEDULES

<b>2024-25</b>	<b>1.50%</b>
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### Preschool/EDC Salary Schedule

Per Hour Wage

Steps	I	II	III
1	31.80	33.71	35.73
2	33.08	35.07	37.17
3	34.40	36.46	38.65
4	35.78	37.92	40.19
5	37.21	39.43	41.81

md 4/5/24  
Ag 4/5/24

**April 5, 2024-9:30 a.m.**  
**SCESD COUNTER TO SETC RE Article XVI**

<p><b>ARTICLE XVI</b></p> <p><b>CO-TEACHING</b></p>
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The District accepts SETC's February 15, 2024 proposal to eliminate Article XVI, Co-Teaching, from the CBA.

md 5/23/24  
ky

<p><b>ARTICLE XVII</b> <b>OUTDOOR EDUCATION</b></p>
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The District and SETC agree to remove Outdoor Education from the Master Agreement.





**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 185 days.

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

## 2. General Guidelines for Transfer

- A. A transfer request will not be denied arbitrarily. It will not jeopardize a bargaining unit member's present assignment. It will be the intent to transfer bargaining unit members so that their abilities and requests are coordinated with the district's needs.
- B. Permanent bargaining unit members, who have notified the district in writing by March 1<sup>st</sup> that they are returning from an authorized unpaid leave of absence, will receive from Human Resources by April 20<sup>th</sup>, the vacancy options, available at that time, to select three (3) priorities. The employee will select and return their priorities to the Human Resources office within two (2) working days. Human Resources will notify the returning employee of the new assignment by June 1<sup>st</sup>.
- C. Permanent bargaining unit members assigned to a TOSA position who wish to return to a regular classroom assignment for the following school year will notify Human Resources of their intent by March 1<sup>st</sup>. They will receive from Human Resources by April 20<sup>th</sup> the vacancy options, available at that time to select three (3) priorities. The employee will select and return their priorities to the HR office within two (2) working days. Human Resources will notify the employee of the new assignment by June 1<sup>st</sup>.
- 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 of 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 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 their class due to out of the ordinary circumstances (e.g., building construction, vandalism, fire, burglary, etc.), they will be given the choice of up to two (2) work days release time, or **twelve** (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 SETC, no later than April 20<sup>th</sup> and thereafter, within five (5) days, as vacancies occur.
- H. Education code section 35036 requires that after April 15<sup>th</sup> 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 if they were selected or not 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 2<sup>nd</sup> of the current school year. A request for transfer under this provision constitutes a vacancy. These requests will be acted upon by May 15<sup>th</sup>. The bargaining unit member will be notified in writing of their new assignment by June 1<sup>st</sup> or before unless they have 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 their designee will determine the need for a consolidation.
    - (1) By April 5<sup>th</sup> 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 forty-eight (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 temporary bargaining unit member with the least amount of consecutive months of service in the district.
    - (3) The least senior qualified probationary bargaining unit member.
    - (4) 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 Human Resources 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 the 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 20<sup>th</sup> or prior to hiring new staff and notified of their assignment by April 30<sup>th</sup>.

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 their 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 30<sup>th</sup>.
  - (6) The bargaining unit member is assigned to a school prior to district-wide postings or by April 30<sup>th</sup>.
  - (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 Temporary/Probationary Bargaining Unit members
    - a) The District may transfer bargaining unit members during their temporary/probationary period.
    - b) Temporary and probationary bargaining unit members also have the right to initiate Voluntary Transfer for the reasons stated in bargaining unit member Initiated Voluntary Transfer.

#### 4. General Guidelines for Reassignment

- A. A reassignment request will not be denied arbitrarily. It will be the intent to reassign bargaining unit members so that their abilities and requests are coordinated with the district's needs.
- B. Permanent bargaining unit members, who have notified the district in writing by March 1<sup>st</sup> 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 workday 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 twelve (12) hours at the Additional Assignment Rate of Pay, or any combination of the two not to exceed twelve (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 twelve (12) hours at an Additional Assignment Rate of Pay or a combination of the two not to exceed twelve (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 their 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 twelve (12) hours at the Additional Assignment Rate of Pay or a combination of the two not to exceed twelve (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.

1. Multi-tiered Systems of Support Teachers (MTSS)  
will be included in site-based reassignment and given preference sheets by site administrators.

2. Teachers on Special Assignments (TOSAs) with district-wide duties

and

Counselors will be given preference sheets by their District Supervisor.

3. Special education unit members will be given preference sheets by the Special Education Director.

- 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 5<sup>th</sup>, Site Administrators and Departments Heads will share tentative staffing projections for the following year with bargaining unit members.
- 2) By April 10<sup>th</sup> of each year, eligible bargaining unit members will 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 15<sup>th</sup> 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) workdays 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 class 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 sixty (60) instructional days 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 ongoing 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 twenty-four (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<br>or TOSA return to classroom: | Notification to HR by March 1 <sup>st</sup><br>HR sends available vacancy<br>options by April 20 <sup>th</sup><br>Assignment notification by June 1 <sup>st</sup> |
| 3) Transfers without regard                         | Notification to HR by May 2 <sup>nd</sup>   |

to assignment:

HR acts on requests by May 15<sup>th</sup>  
Assignment notification by June 1<sup>st</sup>

4) Involuntary Transfers  
due to Consolidation:

HR notifies employee by April 5<sup>th</sup>  
HR provides available choices by  
April 20<sup>th</sup>  
Assignment notification by April 30<sup>th</sup>

5) Administrative Transfers:

Admin. notifies HR by March 30<sup>th</sup>  
Assignment notification by April 30<sup>th</sup>

6) Preference Forms:

Configuration & Preference forms  
by April 5<sup>th</sup>  
Employee submits request  
by April 10<sup>th</sup>  
Employee assignment by April 15<sup>th</sup>

**ARTICLE XX**  
**NO STRIKE/NO LOCKOUT**

**GENERAL PROVISIONS:**

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

**APPLICATIONS:**

1. During the term of this Agreement, the exclusive representative and the members of the Bargaining Unit will not encourage, engage in, or declare a strike, work stoppage or slowdown, or refuse to perform job functions as required in this Agreement.
2. During the term of this Agreement, the District in consideration of the terms and conditions of this Agreement, will not authorize or permit any lockout of Exclusive Representative members or other persons covered by this Agreement while school is in session.
3. Any violation of this Article by a unit member during the workday (to include faculty meetings and mandatory evenings of attendance) will be considered serious misconduct. Therefore, that unit member may be subject to discipline as long as such discipline is authorized under the law at the time the disciplinary action occurs.
4. Discipline may include suspensions of pay (not to exceed fifteen (15) working days). A suspension will not reduce or deprive the unit member of seniority or any fringe benefits. The degree of discipline administered must be reasonably related to:
  1. The seriousness of the employee's offense.
  2. The record of the employee in his/her service with the District.
  - A. If the District makes initial determination that there is just cause for disciplinary action, the employee will be given written notice in a timely manner, within five (5) working days of the alleged violation. This notice will contain a description of the conduct and the date on which it allegedly occurred. The notice will be given in person or by registered/certified mail to the last known address of the employee.
  - B. Upon receipt of the notice of the alleged violation, the employee may request a conference with the individual who signed the notice. Request must be made in writing within five (5) working days of the receipt of the notice and the conference will be held within five (5) working days from the time of receipt of the request. The purpose of the conference is to allow a resolution of the alleged violation.
  - C. If a conference is not desired, the employee will have five (5) working days from notice of the alleged violation within which to present a response.
  - D. Within ten (10) days after the conference, if held, or within ten (10) days of the response from the employee, the supervisor will consider the matter and transmit a written decision to the employee.

<b>ARTICLE XXI</b>
<b>ADDITIONAL ASSIGNMENT(S) CERTIFICATED OPPORTUNITIES</b>

1. This article provides procedures to assign work outside the regular work day and/or work year to bargaining unit members.
2. Available additional assignments will be posted as follows:
  - a) School-sponsored assignments will be posted at the site for not less than twenty-four (24) hours to allow bargaining unit members at the site to apply. If no or insufficient bargaining unit members at the site apply, the posting will be extended district-wide for five (5) days.
  - b) District-sponsored assignments will be posted district-wide for five (5) days.
  - c) Once an assignment is posted district-wide, and there are no or insufficient candidates, the District may post the assignment to recruit external (non-bargaining unit member) candidates.
3. Posted Additional Assignment Opportunities will state:
  - a) The title of the assignment
  - b) Type of position, grade level or subject matter
  - c) Assignment location(s), i.e., School site name, District Office.
  - d) Date and time of posting
  - e) Closing Date: At least twenty-four (24) hours for school sponsored and at least five (5) school days for District sponsored assignments after the posting date.
  - f) Dates of assignment with total number of days in the assignment.
  - g) Minimum requirements/qualifications and a description of the job assignment
  - h) Contact information for questions regarding the posting
  - i) Duration of assignment; required dates and hours of service
  - j) Compensation / Rate Of Pay
4. Eligibility: Additional assignments are not guaranteed to unit members. To be eligible, a unit member must be in good professional standing and will not have received a less than satisfactory evaluation or a written reprimand within the previous year from the date of their application for the additional assignment.
5. Selection of Candidate(s)
  - a) All candidates may be subject to an interview. If only one applicant applies, with specific prior experience, they may not be required to interview.
  - b) The candidate will be interviewed by the program director, administrator, and/or supervisor.

- c) For school-sponsored assignments, bargaining unit members at the site will be the first to apply and as such, given priority.
  - d) Candidates will be selected based on their qualifications to meet the position's requirements, which may include appropriate credentials, certificates, experience, content knowledge, and skills that support the position and site.
  - e) If more than one unit member applies and all of their qualifications are equal, the selection will be based on their seniority, with first preference to the senior most permanent unit member, then probationary unit member, temporary unit member, and non-bargaining unit member.
6. If multiple sites offer the same additional assignment opportunities (i.e., summer school at multiple sites), bargaining unit members will have the opportunity to rank up to three (3) preferred choices of school and three (3) choices of grade level.
7. When requested, the District will make every effort for unit members to be placed at their current school site for additional assignment opportunities.
8. Selected applicants will be notified of their assignment within 10 days of their selection.
9. If additional assignment services must be reduced, due to enrollment patterns, staff will be released in the following order (by least senior members first):
- 1) Volunteers
  - 2) Out-of-district personnel
  - 3) Temporary unit members
  - 4) Probationary unit members
  - 5) Permanent unit members

Timeline	
Summer School TIC hiring	By April 15
Summer School Staffing	By May 1
After-School Program TIC hiring	By June 30
After-School Program Staffing	By August 1



## ARTICLE XXII PRESCHOOL

### A. Salary Schedule Advancement and Extra Hourly Pay

- a. The 2023-2024 salary Schedule For Preschool Teachers is attached hereto as Appendix B.
- b. Preschool teachers may advance vertically on the schedule one (1) step for each year of satisfactory service. A year of satisfactory service will be defined as having served a full workday for 75% of the adopted workdays for the school year.
- c. Preschool teachers who mutually agree with program administrator to work beyond their regular workday will be paid at their hourly rate of pay.
- d. Preschool teachers who are required to attend or provide parent education meetings beyond the normal regular workday will be compensated at their normal hourly rate of pay for each additional hour, not to exceed five (5) hours per year per teacher. The day and time of the parent meetings will be mutually decided by the unit members and program administrator.

### B. Work Year

PRESCHOOL	<u>Work Year</u> (Inclusive of 5 Staff Development Days)	<u>Hours</u>
Full-Day Instructional Program	215 total days	8.0 hours (exclusive of a 1-hour duty-free lunch)
State Preschool (Half-Day Instructional Program) / Migrant and Smart Start Preschool	185 total days	7.5 hours (Two, 3-hour sessions) (exclusive of a 30 min. duty-free lunch)

Work Year: The length of the work year and hours are subject to ongoing state categorical funding. The preschool work year and workday shall consist of workdays and hours, as illustrated in the table at Paragraph 13, A, above. The work year is inclusive of five (5) days for professional development determined by the administrator, as required by the program requirements and needs.

### C. Workday

- a. Full-Day Preschool Teachers will have one (1) hour of preparation time a day with the exception of one staff meeting a month.

- b. Half-Day Preschool Teachers will have one and a half (1.5) hours of preparation time a day with the exception of one staff meeting a month.
- c. Relief period(s) and lunch break:
  - i. Full Day and Half Day Preschool Teachers with two (2) sessions will have a ten (10) minute relief period in the morning, at the midpoint between the start of the workday and their lunch break. If the teacher should require an additional relief break during the workday, they may inform their supervisor who will provide coverage.
  - ii. Half-Day Preschool Teachers with only one session shall have a ten (10) minute relief period at the midpoint between the start of the workday and the end of their workday.
  - iii. The lunch and relief breaks may be staggered among preschool bargaining unit members at the same site to allow for appropriate student supervision as determined by the site administrator.
- d. Staff Meetings: Preschool Teachers may be required to attend staff meetings lasting not more than one (1) hour per month as follows:
  - i. Full-day preschool teachers will attend staff meetings scheduled by the program's administrator during their regular workday to coincide with the schedules of other preschool bargaining unit members.
  - ii. Half-day preschool teachers will attend staff meetings starting no later than thirty (30) minutes after the dismissal of the last group of students to coincide with the schedules of other preschool bargaining unit members.
  - iii. Preschool teachers who attend a staff meeting outside of their workday will be paid for that additional time at their hourly rate of pay.
- e. Parent Orientation: Preschool teachers will be required to hold Parent Orientation prior to the first day of school. The Parent Orientation date will be mutually decided by the unit members and program administrator. Parent Orientation activities will be scheduled during workday minutes and for no more than ninety (90) minutes.
- f. Parent Teacher Conferences
  - i. Half-Day 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.
  - ii. Full-Day Preschool Teachers will hold an initial conference within sixty (60) days of the student being enrolled and a second conference within six (6) months.

iii. Prior to holding conferences, teachers will be given eight (8.0) additional hours of paid time (16 hours/year) or a day of release time (2 days/year) to complete the required forms for student progress monitoring.

D. Leaves

- a. Preschool teachers hired to work two hundred fifteen (215) days during the regular school year will earn twelve (12) sick leave days per year.
- b. Preschool teachers hired to work one hundred eighty-five (185) days during the regular school year will earn ten (10) sick leave days per year.

E. Reassignment and Transfer

- a. Preschool teachers are subject to the transfer and reassignment provisions of the Master Agreement within the specific Preschool Program.
- b. Unit members hired at the elementary level shall retain up to fifteen (15) years of service credit at the preschool level, year for year, towards placement on the Transitional Kinder (TK) through Sixth (6th) Grade District Salary Schedule.

F. Seniority

- a. The preschool teacher seniority list will be posted at each preschool site annually, by February 1st and amended throughout the school year as needed.

G. Class Size

- a. The district will follow state guidelines for the adult-to-student ratio in Preschool classrooms.

*Med*

*Ag*

ARTICLE XXIII  
SAVINGS

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



ARTICLE XXIV  
COMPLETION OF MEET AND NEGOTIATE

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



ARTICLE XXV  
DURATION OF AGREEMENT

The provisions of this Agreement will remain in effect for three (3) years, from July 1, 2023, to June 30, 2026.

For the 2025-26 year, each Party may reopen Article XV, Salary, Article XII, Benefits, the TK-Kindergarten language in Article V, Hours, and two (2) additional articles of their choice.

