

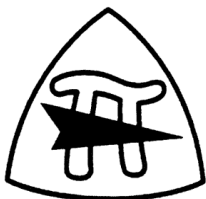
Salinas City Elementary School District

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

Salinas, California 93901

MASTER AGREEMENT

July 1, 2023 – June 30, 2026



CTA
NEA

WE
TEACH
THE CHILDREN

Salinas Elementary Teachers' Council



Salinas City Elementary School
District
840 S. Main St
Salinas, Ca 93901
831-753-5600

BOARD OF EDUCATION

Amy Ish

Art Galimba

Angela Der Ramos

Belia Garcia

Jessica Powell

ADMINISTRATION

Dr. Rebeca Andrade
Superintendent

Ron Dillender
Associate Superintendent
Educational Services

Susana Mancera-Juárez
Assistant Superintendent
Human Resources

Nikki Herring
Assistant Superintendent
Business Services

Negotiation Team for the District

Susana Mancera-Juárez
Salvador Holguín Jr.
Hilda Huerta
Sherry Dessert-Villaneda
Juan García

Salinas Elementary Teachers'
Council
820 Park Row #648
Salinas, Ca. 93901
831-524-2744

ELECTED OFFICERS

Pamela Conner
President

Oscar Ramos
Vice President

Beatriz Marquez
Secretary

Jeffrey Smallwood
Treasurer

Negotiation Team for SETC

Merissa Dacpano
Lori Voogd
Veronica Espinosa
Ariel Cassidy
Tiffany Kellogg
Alan Kapuaala
Josh Kob

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

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

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

TK-6th 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 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;">ARTICLE IV PROFESSIONAL DUES AND PAYROLL DEDUCTIONS</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.

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<p style="text-align: center;">ARTICLE V HOURS OF EMPLOYMENT</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. <i>See Preschool Side Letter</i>	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 15th, and one will be the workday following October 31st.
- 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 (5th) 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 st -3 rd	295 minutes
Grades 4 th -6 th	315 minutes
SDC Preschool	Up to 315 minutes (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 st -3 rd	255 minutes
Grades 4 th -6 th	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 st - 3 rd	Not to exceed 51,300 minutes per year
Grades 4 th - 6 th	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 1st, 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 ten (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.

<p style="text-align: center;">ARTICLE VI EARLY RETIREMENT PROGRAM</p>
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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 22 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.

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

1. Qualifications

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

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

2. Limitations

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

3. Definitions

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

4. Request for Leave

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

5. **Salary**

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

6. **Benefits**

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

7. **Retirement**

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

ARTICLE VIII LEAVES

Definition: Days--Regular school calendar workdays.

1. Sick Leave:

- A. Each certificated employee employed five (5) days a week for the regular school term (September to June) is entitled to ten (10) days sick leave each year, accumulative in accordance with provisions of section 44978, Education Code.
- B. Whenever an employee is required to be absent from his/her duties on account of sickness or injury, it is the responsibility of said employee to provide proof of such sickness or injury if requested. Employees who are absent on sick leave shall be considered as absent without pay unless:
 - 1) A doctor's verification of illness or injury is filed with the Superintendent, stating that the employee could not or should not perform his/her normal duties.
or
 - 2) A written statement (Cause of Absence form) is filed by the employee to the effect that he/she was ill or injured.
or
 - 3) A written statement is filed by the employee to the effect that he/she is a member of a religious sect, denomination, or organization, and that he/she was ill or injured and that he/she was treated by the practice of his/her religion.
- C. Employees are entitled to sick leave upon request for required absences due to inability to work caused by pregnancy, miscarriage, childbirth, and recovery therefrom, in accordance with section 44965, Education Code. The length of such absence, including its beginning and ending dates, shall be determined by the employee and her physician.
- D. Disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom, are temporary disabilities and shall be treated on the same terms and conditions applied to other temporary disabilities.
- E. Unless the determination is based upon a bona fide occupational qualification, no employee shall be denied employment or entrance into a training program leading to employment or barred or discharged from employment or from training programs leading to employment or discriminated against because of her pregnancy. Nor shall any employee be terminated who is temporarily disabled by reason of pregnancy.

- F. All employees shall have the right to utilize sick leave provided for by section 44978, Education Code, for absences necessitated by pregnancy, miscarriage, childbirth, and recovery therefrom.
- G. Employees utilizing sick leave for absences necessitated by pregnancy, miscarriage, childbirth, and recovery therefrom, and for disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom, shall obtain appropriate certification from their physician as to the required absence necessitated by such causes and for disabilities, if any, caused or contributed to by such causes. Such certification shall be obtained for the District by the employee, using the form CSD #182.

2. Parenthood Leave:

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

3. Bereavement Leave:

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

4. Personal Necessity Leave:

- A. Each employee may elect, in cases of personal necessity, to use available personal illness or injury "sick leave" as provided in Education Code section 44978 for personal necessity including:
 - 1) Death of a member of his/her immediate family, as defined in Bereavement Leave-A.
 - 2) Accident, involving the employee's person or property, or the person or property of a member of his/her immediate family. As used in this section, personal necessity shall mean that the employee's presence is urgently required elsewhere and not for the convenience of the employee or his/her relatives wherein the matter could be taken care of on weekends or in after-school hours.

- 3) Appearance in court as a litigant or as a voluntary witness not under court order or subpoena except as stated in paragraph 6 (Jury or Court Leave).
 - 4) Critical illness of a member of his/her immediate family as defined in Bereavement Leave-A.
 - 5) Illness of a member of the immediate family who is sick and where in an emergency other arrangements cannot be made.
 - 6) Observance of religious holidays formally celebrated by recognized religious groups.
 - 7) Personal Importance: It is recognized that there are occasions when an employee may have a problem of personal compelling importance. In this event, no more than seven (7) days per year may be taken for matters of compelling personal importance, pursuant to California Education Code section 44981, said leave to be governed by the following rules:
 - a) Whenever possible, twenty-four (24) hours advance notice shall be given by the employee.
 - b) Said leave shall not be available for purposes of personal convenience for activities which can normally be accomplished outside the school day or on non-working days, or for the extension of a holiday or vacation period, pursuit of an avocation, for recreational purposes or to engage in or declare a strike, work stoppage or slowdown.
- B. The manner of proof for an employee electing to use "sick leave" rights for personal necessity (under sections A-1, A-2, A-3, A-4, A-5, A-6) shall consist of the employee's signature on the completed "Salinas City Elementary School District--Cause of Absence Form CSD #107," with a statement of facts and reasons for the personal necessity, and the words "Request for Personal Necessity Leave." The words "Personal Importance" shall be sufficient explanation for A-7 above.
- C. No more than nine (9) days of "sick leave" may be used for personal necessity in any school year.

5. Sabbatical Leave:

- A. The Board of Education may permit employees to take sabbatical leave for the purpose of self-improvement and benefit to the District through study at an accredited college or university.
 - 1) Sabbatical leave not to exceed one (1) year for study may be granted after seven (7) years of consecutive service.
 - 2) A request for sabbatical leave shall be made in writing to the Board of Education prior to April 15 of the year in which the leave is desired. Application for leave shall state the purposes for which the leave is requested.

- 3) Sabbatical leave shall not be granted to an employee who has reached the age of sixty (60) by March 1 of the year in which he/she intends to take leave.
- 4) In the event the employee requests payment of his/her salary during the sabbatical leave, he/she shall furnish a bond as provided in section 44969 of the Education Code.
- 5) Fifty percent (50%) of salary may be paid only to those applicants who plan to spend a full semester in study which shall directly benefit the children of the District. Salary shall be based upon the amount the applicant would receive during the sabbatical year in the District.
- 6) An official transcript and/or a statement of accomplishments in relation to the objectives stated on the application shall be filed with the Superintendent of Schools by October 1 of the year in which the applicant returns.
- 7) The sabbatical year shall not constitute a year's teaching experience on the salary schedule.
- 8) The applicant shall be notified in writing of his/her acceptance or denial.
- 9) Each case shall be considered on its individual merit.

6. Jury or Court Leave:

Whenever an employee is granted a leave of absence with pay to serve on a jury, or to appear in court as a witness under subpoena or as a litigant in a civil action arising out of course or scope of the employee's employment, he/she shall be granted jury or court leave. The District will deduct the jury or witness fee that is paid by the courts, and the employee will keep the mileage allowance paid by the courts. Such days of absence shall not be deducted from sick leave.

7. SETC Leave:

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

8. Conference and Visitation Leave:

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

9. Leave Without Pay:

- A. Convenience Leave. Employees may elect, in cases where an absence is not authorized by any other section of this agreement, to use unpaid leave to be governed by the following rules:
- 1) At least seventy-two (72) hours advance notice shall be given by the employee to the immediate supervisor.
 - 2) Up to three (3) days per school year may be taken.
 - 3) Said leave shall be unpaid.
- B. Other Unpaid Leaves. Leaves of absence for other reasons may be granted at the discretion of the governing board.
- 1) Unpaid leaves, including maternity/paternity, shall be requested in writing no later than thirty (30) days prior to the commencement of said leave and shall not be considered thereafter, unless for extraordinary and unusual reasons. Commencement of a leave may be delayed until a suitable replacement is found.
 - 2) Unpaid leaves shall be subject to prior approval by the District with the following conditions:
 - a) Agreement by the employee to notify the District in writing of his/her intention to return or not return to employment in the District by the following dates:
 - 1) Unpaid leave for entire workyear: By March 1st.
 - 2) Unpaid leave for less than the workyear: Thirty (30) days prior to expiration of unpaid leave.
 - b) Agreement by the employee that failure to meet such notification requirement shall be deemed a voluntary resignation.
 - c) The District shall make a reasonable effort to return an employee to the school he/she was assigned prior to the leave when said leave occurs during a school year and the employee returns during the same school year. In all other situations, the provisions of the Transfer section of this Master Agreement are applicable.
 - d) Said leaves shall be unpaid.
- C. The District's contribution for all fringe benefits shall be discontinued for the period of the leave. If the leave is for a school year, said benefits shall be discontinued for twelve (12) months (September through August).

10. **Job Sharing Leave:**

- A.
 - 1) The employees shall submit a proposal which states what position will be shared and how the duties and responsibilities will be shared equitably.
 - 2) The proposal shall be submitted to the site administrator and to the Assistant Superintendent of Human Resources by March 15.
- B.
 - 1) A single employee may submit a proposal by April 15. An effort will be made to recruit a job share partner.
 - 2) The employee returning from a job share shall complete the preference form at that site and shall be assigned at that site if a vacancy exists for which the employee is properly credentialed. If no appropriate vacancy is available at that site, the employee shall apply for positions posted districtwide.
- C. All other rights and privileges pertaining to unit members not expressly modified within this Article shall be retained under the terms of this Master Agreement and shall be made available to unit members participating in job sharing plans.
- D. The Superintendent or his/her designee shall meet with the applicants and explain to them the possible effects of this leave as it relates to their specific transfer, reassignment, salary and benefit rights. The job-sharing contract will be completed at that time. It shall be sent to the Board of Education for approval.

11. **Attendance Incentive Plan:**

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

A. Eligibility

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

B. Incentive

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

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

C. Notification

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

D. Credit and Payment

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

12. **Extended Illness Leave:**

- A. When a member of the bargaining unit is absent from his/her duties on account of illness or accident for a period of five (5) school months, whether or not the absence arises out of or in the course of employment, the amount deducted from the salary due him/her for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee employed to fill his/her position during his/her absence or, if no substitute employee was employed, the amount which would have been paid to the substitute had he/she been employed.

- B. Current sick leave is used for the first ten (10) working days of absence in a given school year. These ten (10) days are not part of the five (5) school months. After the 10 days, accumulated sick leave, if any is used the five (5) school months shall run consecutively, and continue for 100 workdays, excluding holidays.
- C. An employee SHALL not be provided more than one five-month period per illness or accident. However, if a school year terminates before the five-month period is exhausted, the employee MAY take the balance of the five-month period in a subsequent school year.
- D. When a certificated employee has exhausted all available sick leave, including accumulated leave and continues to be absent due to illness beyond the five-month period provided under §44977, the employee SHALL, if not placed in another position, be placed on a reemployment list for a period of 24 months and 39 months for probationary and permanent employees, respectively. The employee, when fit, SHALL be returned to employment in a position for which he/she is credentialed and qualified. The 24 month and 39 month periods SHALL commence at the expiration of the five-month period provided under §44977.

13. **Inservice Leave:**

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

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

14. **Catastrophic Leave:**

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

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

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

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

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

- E. An employee may elect or the District may require an employee to substitute for family care and medical leave, any accrued vacation, compensatory time or any other paid or unpaid negotiated time.
- F. An employee may elect or the District may require an employee to substitute for family care and medical leave, accrued sick leave for the serious health condition of the employee.
- G. Any family care and medical leave taken for a disability caused by pregnancy, childbirth or related medical condition shall be in addition to pregnancy disability leave provided for in Government Code section 12945. An employee is entitled to take a pregnancy disability leave of up to four months.
- H. If the employee fails to return from the leave for any reason other than the recurrence or continuance of a serious health condition, the employee will be liable to the District for premiums paid for maintaining the employee’s health coverage during the Family Care and Medical Leave.

- I. Alleged violations of this provision shall be subject to the grievance procedure in this agreement.

16. Industrial Accident and Illness Leave:

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

- A. Allowable leave shall be for not less than 60 days during which the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District in any one fiscal year of the same accident.
- B. Allowable leave shall not be accumulated from year to year.
- C. Industrial accident or illness leave shall commence on the first day of absence.
- D. When a bargaining unit member is absent from his/her duties on account of an industrial accident or illness, he/she shall be paid such portion of the salary due him/her for any month in which the absence occurs as, when added to his/her temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, will result in a payment to him/her of not more than his/her full salary.
- E. The phrase “full salary” as utilized in this subdivision shall be computed so that it shall not be less than the employee’s “average weekly earnings” as that phrase is utilized in Section 4453 of the Labor Code. For the purposes of this section, however, the maximum and minimum average weekly earnings set forth in Section 4453 of the Labor Code shall otherwise not be deemed applicable.
- F. Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.
- G. When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him/her for the same illness or injury.
- H. Upon termination of the industrial accident or illness leave, the employee shall be entitled to the benefits provided in Sections 44977, 44978 and 44983, and for the purposes of each of these sections, his/her absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the employee continues to receive temporary disability indemnity, he/she may elect to take as much of his/her accumulated sick leave which, when added to his/her temporary disability indemnity, will result in a payment of not more than his/her full salary.
- I. The governing board may, by rule or regulation, provide for such additional leave of absence for industrial accident or illness as it deems appropriate.
- J. During any paid leave of absence, the employee may endorse to the District the temporary disability indemnity checks received on account of his/her industrial accident or illness. The District, in turn, shall issue the employee appropriate salary warrants for payment of the employee’s salary and shall deduct normal retirement, other authorized contributions, and

the temporary disability indemnity, if any, actually paid to and retained by the employee for periods covered by such salary warrants.

- K. Any employee receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the governing board authorizes travel outside the state.

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<p style="text-align: center;">ARTICLE IX CLASS SIZE / CASELOADS</p>
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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-3rd 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

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.



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

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 1st 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 2nd 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 students, 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.

Evaluator Options	1. Principal/ Supervisor	2.Vice Principal	3. District Administrator	4. Principal and District Administrator
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	*		*	*

- 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 1st 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.



<p style="text-align: center;">ARTICLE XI PEER ASSISTANCE AND REVIEW (PAR)</p>
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The District and SETC agree to remove Peer Assistance and Peer Review from the Master Agreement.

<p style="text-align: center;">ARTICLE XII EMPLOYEE BENEFITS</p>
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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 shall not exceed the amounts on the schedule below. Any premium cost above the district's obligation will be paid by the bargaining unit member.

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

- 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 increase in 2024-2025 will be covered by the District.

	Monthly DistrictContribution	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 1st and who provide a full year of service but are no longer employed by the District at the end of the school year will continue to receive all benefits through August 31 of that year.

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

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

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

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

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

A. Exceptions

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

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

7. **Interdistrict Transfers**

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

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

1. 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.



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

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

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



<p style="text-align: center;">ARTICLE XV SALARY</p>
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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
Psychologist & Speech Language Pathologist	B
Counselor	A
Preschool	A
Stipends for Units Earned Beyond Column VI & Principal Designee	A

- 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.



<p>ARTICLE XVI CO-TEACHING</p>
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The District and SETC agree to remove Co-Teaching from the Master Agreement.

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<p>ARTICLE XVII OUTDOOR EDUCATION</p>

The District and SETC agree to remove Outdoor Education from the Master Agreement.

— • —

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

1. Definitions

- A. Assignment/Position: a bargaining unit member's current school site(s)/grade level(s).
- B. Combination Class: two or more grade levels taught concurrently in a self-contained classroom.
- C. Consolidation: a reduction in number of certificated staff at a given school/department due to school closure, reducing programs and/or staff, school restructuring, district reconfiguration, or declining enrollment.
- D. Interview Panel: A group composed of the Principal/Department Head and two members of the bargaining unit assigned to the receiving site/department. These members will be volunteers elected by other bargaining unit members. The administrator may appoint up to two additional bargaining unit members to represent a specific grade level or need. This does not preclude the addition of other bargaining unit members or people as required by State and Federal Categorical Program guidelines.
- E. Involuntary Transfer: a transfer due to consolidation or an Administrative Initiated Transfer.
- F. Reassignment: The change of a bargaining unit member's assignment/position within a school or department.
- G. Reemployment: The process by which bargaining unit members who have been through a reduction in force (RIF) or who have chosen to resign or retire are then rehired/reemployed.
 - a. For purposes of seniority, the original date of paid service will be used for bargaining unit members who have been through a reduction in force (RIF).
 - b. For purposes of seniority, the new first date of paid service will be used for bargaining unit members who had chosen to resign or retire.
- H. School Year: days of regular student attendance and teacher workdays totaling 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. 19th, etc).

M. Voluntary Transfer: a transfer initiated by the bargaining unit member.

2. General Guidelines for Transfer

A. A transfer request will not be denied arbitrarily. It will not jeopardize a bargaining unit member's present assignment. It will be the intent to transfer bargaining unit members so that their abilities and requests are coordinated with the district's needs.

B. Permanent bargaining unit members, who have notified the district in writing by March 1st that they are returning from an authorized unpaid leave of absence, will receive from Human Resources by April 20th, 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 1st.

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 1st. They will receive from Human Resources by April 20th 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 1st.

D. If a bargaining unit member is involuntarily transferred after the first working day of the school year, said member will be given at least five (5) calendar days' notice before the actual transfer occurs. Within those five (5) calendar days, and before the first day of instruction in the new position, bargaining unit members will be given the choice of no less than two (2) days 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 20th and thereafter, within five (5) days, as vacancies occur.
- H. Education code section 35036 requires that after April 15th of each year and up to the day before the work year begins, all qualified applicants who have applied for any vacancy at the school will have access to the selection process for filling the vacancy.
- I. The seniority list will be posted at each building site annually by the second Monday in January and be amended throughout the school year as needed.

3. **Types of Transfer**

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

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

support the position and site. Seniority will be the deciding criterion if all these factors are equal.

- d) All applicants will be notified in writing 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 2nd of the current school year. A request for transfer under this provision constitutes a vacancy. These requests will be acted upon by May 15th. The bargaining unit member will be notified in writing of their new assignment by June 1st 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 5th based on projections for the following year.
 - (2) At the beginning of the instructional year, class and site assignments will be made by the end of the first twenty (20) instructional days.
 - (3) After the first twenty (20) instructional days, necessary consolidations will be made within ten (10) instructional days of being identified.
 - b) School site staff will be informed in writing of a need for consolidation that will result in an involuntary transfer. A list of available district opening(s) will be provided so that bargaining unit members may contact the current Site Administrator within 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 20th or prior to hiring new staff and notified of their assignment by April 30th.

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 CSD 119 to the Human Resources Office by March 30th.
- (6) The bargaining unit member is assigned to a school prior to district-wide postings or by April 30th.
- (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 1st that they are returning from an authorized unpaid leave of absence, which was granted due to medical reasons, include Family Care and Medical Leave, will follow the procedures outlined in Reassignment.
- C. If a bargaining unit member is reassigned after the first 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 5th, Site Administrators and Departments Heads will share tentative staffing projections for the following year with bargaining unit members.

- 2) By April 10th of each year, eligible bargaining unit members 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 15th or before.
- 5) Upon request, persons not selected for reassignment to a position on their preference form, will be afforded a conference with their Site Administrator or Department Head to discuss their assignment. This meeting will be scheduled within five (5) workdays of the bargaining unit member's request and may include SETC representation.
- 6) Site Administrators will also rotate assignments 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
or TOSA return to classroom: | Notification to HR by March 1 st
HR sends available vacancy
options by April 20 th
Assignment notification by June 1 st |
| 3) Transfers without regard
to assignment: | Notification to HR by May 2 nd
HR acts on requests by May 15 th
Assignment notification by June 1 st |
| 4) Involuntary Transfers
due to Consolidation: | HR notifies employee by April 5 th
HR provides available choices by
April 20 th
Assignment notification by April 30 th |
| 5) Administrative Transfers: | Admin. notifies HR by March 30 th
Assignment notification by April 30 th |
| 6) Preference Forms: | Configuration & Preference forms
by April 5 th
Employee submits request
by April 10 th
Employee assignment by April 15 th |

<p style="text-align: center;">ARTICLE XIX DISCIPLINE SHORT OF DISMISSAL</p>
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1. Disciplinary action in the form of dismissal shall be in accordance with appropriate provisions of the Education Code.

2. Disciplinary action, other than dismissal, shall not be given without just cause.

3. General Provisions:

A. Upon request, bargaining unit members have the right to secure and utilize SETC representation for any disciplinary consideration.

B. Bargaining unit members shall have the right to rebut any written warning or reprimand by submitting a written statement of their position. Such written rebuttal shall be attached to the warning or reprimand.

C. All disciplinary action shall be corrective and progressive and administered in accordance with paragraph 4.

D. Verbal warnings, written warnings, and written reprimands shall be administered in a timely manner, within ten (10) working days of the questioned acts or omissions, or within ten (10) working days when the immediate supervisor could reasonably have known of the questioned acts or omissions, but in no case shall the time exceed twenty (20) days after the act or omission.

E. If, after having been disciplined, a unit member serves the District for twelve (12) months without the need for further disciplinary action, he/she and the SETC shall be given a follow-up notice to that effect which shall also be attached to any original notice that may have been placed in his/her personnel file.

F. The provisions of this Article are subject to the grievance procedures expressed in Article III, Grievance Procedures, except that if the decision is in favor of the District, the discipline adjudged shall be imposed. If the decision favors the grievant, the records shall be disposed of as outlined in Title V, California Administrative Code Section 16023 (c).

4. Levels of Progressive Discipline:

A. Oral Warnings

Oral warnings issued to the unit member constitute the first level of formal discipline.

B. Written Warnings

Written warnings constitute the second level of formal discipline. Written warnings shall be issued by the immediate supervisor in consultation with the Superintendent or his/her designee and shall be delivered in person in a private conference. Warnings shall be based

on verified data. A copy of all written notices shall be given to the SETC but not placed in any unit member's personnel file.

C. Written Reprimand

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

D. Imposition of Discipline

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

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

E. While progressive discipline levels may not be bypassed arbitrarily or capriciously, it is mutually recognized that certain conditions warrant full or partial bypass of such levels:

- 1) Conduct warranting immediate implementation of dismissal proceedings in accordance with the California Education Code.
- 2) Serious misconduct of such a nature that it justified bypassing the stated levels of progressive discipline. For this purpose, serious misconduct is defined as conduct of such

nature that injures or threatens to injure the safety of pupils or other employees or causes substantial disruption of the educational process.

- F. Nothing in this Article shall be construed as conditions precedent to the institution of dismissal proceedings under appropriate provisions of the Education Code.

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

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

APPLICATIONS:

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



<p style="text-align: center;">ARTICLE XXI ADDITIONAL ASSIGNMENT(S) CERTIFICATED OPPORTUNITIES</p>

1. This article provides procedures to assign work outside the regular workday 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 administrators 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.

**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.

APPENDIX A

Salinas City Elementary School District

840 South Main St. Salinas, CA 93901

Phone: (831) 753-5600

CERTIFICATED SALARY SCHEDULES

2023-24

2.00%

Unfreeze "Dead" Steps in
Column VI

Board Approved June 18th, 2024

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

2023-24

3.50%

Psychologist, SLP's separated from Counselors

Board Approved June 18th, 2024

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

2023-24

2.00%

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

2023-24

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.

Salinas City Elementary School District

840 South Main St. Salinas, CA 93901

Phone: (831) 753-5600

CERTIFICATED SALARY SCHEDULES

2024-25

1.50%

Board Approved June 18th, 2024

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*
Steps	B.A. Annual	B.A.+15 Annual	B.A.+30* Annual	B.A.+45* Annual	B.A.+60* Annual	B.A.+75* Annual
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

Salinas City Elementary School District

840 South Main St. Salinas, CA 93901

Phone: (831) 753-5600

CERTIFICATED SALARY SCHEDULES

2024-25

1.50%

Board Approved June 18th, 2024

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

2024-25

1.50%

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

2024-25

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.

APPENDIX B

Salinas City Elementary School District

840 South Main St. Salinas, CA 93901

Phone: (831) 753-5600

Board Approved June 18th, 2024

CERTIFICATED SALARY SCHEDULES

		2023-24	Addition of Steps 4 & 5, 2% Increase
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

Board Approved June 18th, 2024

CERTIFICATED SALARY SCHEDULES

2024-25

1.50%

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

APPENDIX C

SALINAS CITY ELEMENTARY SCHOOL DISTRICT

STUDENT PROGRESS – OBJECTIVES

EVALUATEE:

DATE:

Objective 1:

Forms of Assessment:

Checkpoint: On track Yes ☐ No ☐
Revision/Comments:

Final: Achieved Yes ☐ No ☐
Comments:

Objective 2:

Forms of Assessment:

Checkpoint: On track Yes ☐ No ☐
Revision/Comments:

Final: Achieved Yes ☐ No ☐
Comments:

Objective 3:

Forms of Assessment:

Checkpoint: On track Yes ☐ No ☐
Revision/Comments:

Final: Achieved Yes ☐ No ☐
Comments:

Evaluatee's Signature

Date

Evaluator's Signature

Date

This document will be placed in your personnel file. You have ten (10) work days from receipt of this document to make any signed written comments you wish, which will be attached to the document and placed in your personnel file in the Personnel Office.

CSD 134B Rev. 10/14 Copies to: Personnel File

Immediate Supervisor/Evaluator

Evaluatee

SALINAS CITY ELEMENTARY SCHOOL DISTRICT
CERTIFICATED OBSERVATION FORM – CLASSROOM - Attachment A

TEACHER _____ SUBJECT _____ DATE _____
 LESSON OBJECTIVE _____

Objective Appropriate: ☐ Yes ☐ For most learners ☐ No

Objective Reached: ☐ Yes ☐ No ☐ Partially

Rubric:

1= Not Observed	2= Developing	3= Applying	4= Extending	X= Not Applicable
Did not demonstrate use of standard	Some use of standard but not consistently demonstrated	Consistently and effectively demonstrated use of standard	Demonstrated extensive knowledge and use of standard	

STANDARD ONE: Engaging & Supporting All Students in Learning

	1.1 Using knowledge of students to engage them in learning
	1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests
	1.3 Connecting subject matter to meaningful, real-life contexts
	1.4 Using a variety of instructional strategies, resources and technologies to meet students' diverse learning needs
	1.5 Promoting critical thinking through inquiry, problem solving, and reflection
	1.6 Monitoring student learning and adjusting instruction while teaching

STANDARD TWO: Creating & Maintaining Effective Environments for Student Learning

	2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully
	2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students
	2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe
	2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students
	2.5 Developing, communicating, and maintaining high standards for individual and group behavior
	2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn
	2.7 Using instructional time to optimize learning

STANDARD THREE: Understanding & Organizing Subject Matter for Student Learning

	3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks
	3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter
	3.3 Organizing curriculum to facilitate student understanding of the subject matter
	3.4 Utilizing instructional strategies that are appropriate to the subject matter
	3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students
	3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content

STANDARD FOUR: Planning Instruction & Designing Learning Experiences for All Students

	4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction
	4.2 Establishing and articulating goals for student learning
	4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students
	4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students

STANDARD FIVE: Assessing Students for Learning

	5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments
	5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction
	5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction
	5.5 Involving all students in self-assessment, goal setting, and monitoring progress
	5.6 Using available technologies to assist in assessment, analysis, and communication of student learning

CONFERENCE SUMMARY

1. LESSON NARRATIVE:

2. ADDITIONAL COMMENTS:

Employee's Signature

Date

Evaluator's Signature

Date

THIS DOCUMENT WILL BE PLACED IN YOUR PERSONNEL FILE. YOU HAVE TEN (10) WORK DAYS FROM RECEIPT OF THIS DOCUMENT TO MAKE ANY SIGNED WRITTEN COMMENTS YOU WISH, WHICH WILL BE ATTACHED TO THE DOCUMENT AND PLACED IN YOUR PERSONNEL FILE IN THE PERSONNEL OFFICE.

91

		B. Student Progress Objectives

Comments:

EVALUATEE STATEMENT:
I acknowledge that I have seen this evaluation and have been provided with suggestions where improvement in my performance is indicated. I understand that my signature does not necessarily mean that I agree with this evaluation and that I may submit a statement in writing to accompany this form.

Signatures:

_____	_____
Employee	Evaluator
_____	_____
Date	Date

THIS DOCUMENT WILL BE PLACED IN YOUR PERSONNEL FILE. YOU HAVE FIVE (5) WORK DAYS FROM RECEIPT OF THIS DOCUMENT TO MAKE ANY SIGNED WRITTEN COMMENTS YOU WISH, WHICH WILL BE ATTACHED TO THE DOCUMENT AND PLACED IN YOUR PERSONNEL FILE IN THE PERSONNEL OFFICE.

Salinas City Elementary School District
COUNSELOR OBSERVATION FORM

EMPLOYEE _____ EVALUATOR _____ DATE _____

SCHOOL/DEPT _____

LESSON OBJECTIVE _____

Objective Appropriate: <input type="checkbox"/> Yes <input type="checkbox"/> For most learners <input type="checkbox"/> No	Objective Reached: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Partially
--	--

Rubric:

1= Not Observed	2= Developing	3=Applying	4=Extending	X=Not Applicable
Did not demonstrate use of standard	Some use of standard but not consistently demonstrated	Consistently and effectively demonstrated use of standard	Demonstrated extensive knowledge and use of standard	

STANDARD 1 – COLLABORATION TO ENHANCE STUDENT GROWTH & ACHIEVEMENT	
	1.1 Facilitates the development of a physically, emotionally, and intellectually safe learning environment.
	1.2 Develops, communicates, and maintains high standards for individual and group behavior.
	1.3 Establishes and maintains respectful partnerships with families and site and district personnel in support of a positive school environment.
	1.4 Utilizes community resources to support and enhance a positive learning environment.
	1.5 Incorporates models of systemic school safety that address elements of prevention and intervention into the school system.
	Comments:
STANDARD 2 – KNOWLEDGE OF COUNSELING THEORIES, STRATEGIES, & SERVICES FOR STUDENT LEARNING & DEVELOPMENT	
	2.1 Is knowledgeable about counseling theory and uses appropriate skills and techniques in a variety of settings to support student, teacher, family, and community learning
	2.2 Understands theories of child development and their implications for learning.
	2.3 Understands state and district academic requirements, objectives, and frameworks to support students in achieving grade level standards, promotion, college, and career goals.
	2.4 Works from an understanding of cultural and learning style differences to support student, teacher, family, and community learning.
	2.5 Collaborates with a team to develop and implement strategic outcome-based curriculum.
	Comments:
STANDARD 3 – SERVICES ARE MET TO ENGAGE, ADVOCATE FOR & SUPPORT STUDENTS LEARNING & PROGRESS TOWARD GOALS	
	3.1 Engages all students in a system of support designed for learning and academic success.
	3.2 Delivers services that increase educational opportunity, equity, and access for all students.
	3.3 Delivers services that promote the learning and academic success of all students.
	3.4 Identifies student problems and implements prevention and intervention strategies.
	3.5 Uses a variety of forms of communication to support student, teacher, family, and community learning.
	3.6 In collaboration with staff, the counselor involves students in meaningful growth opportunities.

	Comments:
STANDARD 4 – MONITOR, ASSESS & ANALYZE STUDENT NEEDS TO DEVELOP APPROPRIATE COUNSELING & GUIDANCE INTERVENTIONS/PROGRAMS	
	4.1 Assesses student characteristics and utilizes the information to plan for individual student growth and achievement.
	4.2 Interprets and uses student information with students and parents/guardians in developing and monitoring personal, academic, and future goals.
	4.3 Analyzes and interprets data about the site and students to design and implement appropriate strategic counseling and guidance/intervention programs.
	4.4 Monitors and evaluates counseling and guidance intervention/program effectiveness.
	Comments:
STANDARD 5 – CONTINUES TO IMPROVE & DEVELOP AS A PROFESSIONAL EDUCATOR	
	5.1 Continually reflects upon his/her practices in promoting student achievement, growth, and development.
	5.2 Maintains awareness of current, effective counseling trends, practices, materials, and academic information and requirements.
	5.3 Collaborates with colleagues and the broader professional community to support student, teacher, family, and community learning.
	5.4 Demonstrates collegiality, integrity, and ethical conduct in contributing to the school environment.
	Comments:

CONFERENCE SUMMARY

--

SIGNATURES

Employee

Date

Evaluator

Date

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Salinas City Elementary School District
COUNSELOR EVALUATION REPORT

EMPLOYEE _____ EVALUATOR _____

SCHOOL/DEPT _____ ASSIGNMENT _____

DATE: _____ TEMPORARY ☐ PROBATIONARY ☐ PERMANENT ☐

OVERALL ASSESSMENT: SATISFACTORY ☐ UNSATISFACTORY ☐

Meets District Standards	Does Not Meet District Standards	<p>Evaluation Code: "Meets District Standards" should be interpreted to mean competent, satisfactory performance acceptable to the district.</p> <p>"Does Not Meet District Standards" indicates weakness in performance in need of strengthening before the next evaluation.</p> <hr/> <p>A check in the "Meets District Standards" column <u>may</u> be accompanied by a supportive statement.</p> <p>A check in the "Does Not Meet District Standards" column <u>must</u> be accompanied by a supportive statement/recommendation.</p>
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		STANDARD 1 – COLLABORATION TO ENHANCE STUDENT GROWTH & ACHIEVEMENT
Comments:		
		STANDARD 2 – KNOWLEDGE OF COUNSELING THEORIES, STRATEGIES, & SERVICES FOR STUDENT LEARNING & DEVELOPMENT
Comments:		
		STANDARD 3 – SERVICES ARE MET TO ENGAGE, ADVOCATE FOR & SUPPORT STUDENTS LEARNING & PROGRESS TOWARD GOALS
Comments:		
		STANDARD 4 – MONITOR, ASSESS & ANALYZE STUDENT NEEDS TO DEVELOP APPROPRIATE COUNSELING & GUIDANCE INTERVENTIONS/PROGRAMS
Comments:		
		STANDARD 5 – CONTINUES TO IMPROVE & DEVELOP AS A PROFESSIONAL EDUCATOR
Comments:		

	Progress Towards Objectives
Comments:	

ADDITIONAL COMMENTS BY EVALUATOR:
PLAN FOR IMPROVEMENT: <input type="checkbox"/> PLAN FOR IMPROVEMENT NOT RECOMMENDED <input type="checkbox"/> PLAN FOR IMPROVEMENT HAS BEEN ATTACHED AS DOCUMENTED BY THE COMPLETION OF THE 15 DAY MODIFICATION PLAN FOR THE FORMAL OBSERVATION. <input type="checkbox"/> FOLLOW-UP FORMAL OBSERVATION RECOMMENDED

EVALUATEE STATEMENT:

I acknowledge that I have seen this evaluation and have been provided with suggestions where improvement in my performance is indicated. I understand that my signature does not necessarily mean that I agree with this evaluation and that I may submit a statement in writing to accompany this form.

SIGNATURES

Employee

Date

Evaluator

Date

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Salinas City Elementary School District
SCHOOL PSYCHOLOGIST OBSERVATION FORM

EMPLOYEE _____ EVALUATOR _____ DATE _____

SCHOOL/DEPT _____

OBJECTIVE _____

Objective Appropriate: <input type="checkbox"/> Yes <input type="checkbox"/> For most learners <input type="checkbox"/> No	Objective Reached: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Partially
--	--

Rubric:

1= Not Observed	2= Developing	3=Applying	4=Extending	X=Not Applicable
Did not demonstrate use of standard	Some use of standard but not consistently demonstrated	Consistently and effectively demonstrated use of standard	Demonstrated extensive knowledge and use of standard	

STANDARD 1 – CONSULT, COLLECT AND ANALYZE INFORMATION IN ORDER TO MAKE DECISIONS ABOUT SERVICE DELIVERY

1.1	Within the context of the IEP meeting, assist the IEP team in determining student needs and formulating recommendations.
1.2	Consults and collaborates with team members (parents, teachers, school administrators, and other service providers) to identify academic and behavior needs and plan prevention and intervention strategies as needed.
1.3	Assists teachers in developing behavioral plans to address student learning and behavior needs.
1.4	Provides parents consultation and education as needed to help them understand child development and learning and adjustment processes for children.
1.5	Enhances the professional growth of teachers and staff through in-service sessions, consultations, and sharing of materials to promote a greater understanding of special education and the role of the school psychologists as appropriate.
	Comments:

STANDARD 2 – ASSESSMENTS

2.1	Recognize cultural and language variations in the appropriate selection and use of diagnostic tools.
2.2	Select assessment methods that are validated for the area(s) of concern. Provides for psycho-educational assessment of specific learning, social/emotional, and other disabilities; develops behavioral assessment(s) as needed.
2.3	Ensure that all psychological assessments, reports, and records are accurate, thorough, and comply with federal, state, and district policies and procedures.
2.4	Provide thorough, timely, and organized written assessment reports to team members, parents/guardians, and students.
2.5	Effectively communicate the results of assessments to parents, student, and team members to promote an understanding of the student's functioning and make appropriate recommendations; Uses a multimodal approach to present summary data when appropriate.
2.6	Enter assessment and other pertinent information into District designated platform.
	Comments:

STANDARD 3 – IDENTIFIES CHALLENGING AND ACHIEVEABLE GOALS FOR STUDENTS AND PROVIDES DIRECT INTERVENTION

3.1	Demonstrate knowledge of learning theory and cognitive processes while applying current empirically based theory to student goal setting.
3.2	Demonstrate knowledge of general education curriculum and instructional strategies as it applies to the development of cognitive and academic goals.

	Comments:
STANDARD 4 – MONITOR, ASSESS & ANALYZE STUDENT NEEDS TO DEVELOP APPROPRAITE COUNSELING & GUIDANCE INTERVENTIONS/PROGRAMS	
	4.1 Assesses student characteristics and utilizes the information to plan for individual student growth and achievement.
	4.2 Interprets and uses student information with students and parents/guardians in developing and monitoring personal, academic, and future goals.
	4.3 Analyzes and interprets data about the site and students to design and implement appropriate strategic counseling and guidance/intervention programs.
	4.4 Monitors and evaluates counseling and guidance intervention/program effectiveness.
	Comments:
STANDARD 5 – CONTINUES TO IMPROVE & DEVELOP AS A PROFESSIONAL EDUCATOR	
	5.1 Continually reflects upon his/her practices in promoting student achievement, growth, and development.
	5.2 Maintains awareness of current, effective counseling trends, practices, materials, and academic information and requirements.
	5.3 Collaborates with colleagues and the broader professional community to support student, teacher, family, and community learning.
	5.4 Demonstrates collegiality, integrity, and ethical conduct in contributing to the school environment.
	Comments:

CONFERENCE SUMMARY

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SIGNATURES

Employee

Date

Evaluator

Date

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Salinas City Elementary School District
SCHOOL PSYCHOLOGIST EVALUATION REPORT

EMPLOYEE _____ EVALUATOR _____

SCHOOL/DEPT _____ ASSIGNMENT _____

DATE: _____ TEMPORARY ☐ PROBATIONARY ☐ PERMANENT ☐

OVERALL ASSESSMENT: SATISFACTORY ☐ UNSATISFACTORY ☐

Meets District Standards	Does Not Meet District Standards	<p>Evaluation Code: “Meets District Standards” should be interpreted to mean competent, satisfactory performance acceptable to the district.</p> <p>“Does Not Meet District Standards” indicates weakness in performance in need of strengthening before the next evaluation.</p> <p>A check in the “Meets District Standards” column <u>may</u> be accompanied by a supportive statement.</p> <p>A check in the “Does Not Meet District Standards” column <u>must</u> be accompanied by a supportive statement/recommendation.</p>
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		STANDARD 1 – CONSULT, COLLECT AND ANALYZE INFORMATION IN ORDER TO MAKE DECISIONS ABOUT SERVICE DELIVERY
Comments:		
		STANDARD 2 – ASSESSMENTS
Comments:		
		STANDARD 3 – IDENTIFIES CHALLENGING AND ACHIEVEABLE GOALS FOR STUDENTS AND PROVIDES DIRECT INTERVENTION
Comments:		
		STANDARD 4 – RESEARCH/EVALUATION/IMPLEMENTATION
Comments:		
		STANDARD 5 – DEMONSTRATES KNOWLEDGE, SENSITIVITY, AND SKILLS TO WORK WITH INDIVIDUALS AND GROUPS FROM DIVERSE BACKGROUNDS & NEEDS
Comments:		

	STANDARD 6 –PROFESSIONALISM & PROFESSIONAL DEVELOPMENT
Comments:	

	Progress Towards Objectives
Comments:	

ADDITIONAL COMMENTS BY EVALUATOR:
PLAN FOR IMPROVEMENT: <input type="checkbox"/> PLAN FOR IMPROVEMENT NOT RECOMMENDED <input type="checkbox"/> PLAN FOR IMPROVEMENT HAS BEEN ATTACHED AS DOCUMENTED BY THE COMPLETION OF THE 15 DAY MODIFICATION PLAN FOR THE FORMAL OBSERVATION. <input type="checkbox"/> FOLLOW-UP FORMAL OBSERVATION RECOMMENDED

EVALUATEE STATEMENT:

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SIGNATURES

Employee

Date

Evaluator

Date

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Salinas City Elementary School District
SPEECH LANGUAGE PATHOLOGIST OBSERVATION FORM

EMPLOYEE _____ EVALUATOR _____ DATE _____

SCHOOL/DEPT _____

LESSON OBJECTIVE _____

Objective Appropriate: ☐ Yes ☐ For most learners ☐ No *Objective Reached:* ☐ Yes ☐ No ☐ Partially

Rubric:

1= Not Observed	2= Developing	3=Applying	4=Extending	X=Not Applicable
Did not demonstrate use of standard	Some use of standard but not consistently demonstrated	Consistently and effectively demonstrated use of standard	Demonstrated extensive knowledge and use of standard	

STANDARD 1 – KNOWLEDGE

	1.1 Serves as a consultant to administrators, psychologists, special education staff, general education teachers and parents as evidenced by the site administrators.
	1.2 Collaborates and seeks consultations with general education and special education teachers, psychologists and all other staff as appropriate as evidenced by the site administrator.
	1.3 Enhances the professional growth of teachers and staff through willingness to do in-service sessions, consultation and sharing of materials to promote greater understanding of special education and the role of Speech Language Pathologists as appropriate.
	Comments:

STANDARD 2 – ASSESSMENT

	2.1 Conducts appropriate speech and language assessments as evidenced on file in SIRAS.
	2.2 Recognizes cultural and language variations in the appropriate selection and use of diagnostic tools, as evidenced in assessment reports.
	2.3 Provides assessment information at IEP meetings, makes program and/or placement recommendations when appropriate, and participates in the development of IEP's as evidenced by the student's IEP.
	2.4 Provide thorough, timely, and organized written reports, as appropriate, that accurately and completely reflect the results of each assessment in conformance with federal, state and district policies and regulations. Provides a written report of all assessments conducted as evidenced by a copy on file in speech and language case study folders and scanned/attached in District designated platform.
	Comments:

STANDARD 3 – DIRECT INTERVENTION

	3.1 Provides direct speech and language therapy services as indicated by the IEP and evidenced by a schedule of services and therapy logs/attendance.
	3.2 Plans evidence-based therapy appropriate for individual students and groups of students.
	3.3 Collaborates/consults with classroom teachers in the management of speech language disorders.
	3.4 Modifies therapeutic instruction approaches and other functions from data gathered during therapy.
	3.5 Implements the service delivery model most appropriate to the student's degree of severity.
	3.6 Demonstrates knowledge of general education curriculum and instructional strategies as it applies to the development of cognitive and academic goals.

	Comments:
STANDARD 4 – RESEARCH/EVALUATION/ADMINISTRATION	
	4.1 Participates in professional growth activities throughout the year.
	4.2 Maintains confidentiality of student information which includes IEP's, Logs, Attendance and all other information in compliance with the law.
	4.3 Demonstrates and maintains an appropriate level of professional ethics and competence in the field of Speech Language Pathology.
	4.4. Reviews speech, language and hearing literature and makes use of new information during therapy and instructional procedures.
	4.5 Applies knowledge gained from continuing education activities.
	Comments:
STANDARD 5 – PROFESSIONALISM AND PROFESSIONAL DEVELOPMENT	
	5.1 Flexibility
	5.2 Dependability
	5.3 Ability to work without supervision
	5.4 Works well with others
	5.5 Completes paperwork such as logs, progress reports, student attendance, assessment reports and IEP's.
	5.6 Attends required staff meetings.
	Comments:

CONFERENCE SUMMARY

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SIGNATURES

Employee

Date

Evaluator

Date

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Salinas City Elementary School District
SPEECH LANGUAGE PATHOLOGIST EVALUATION REPORT

EMPLOYEE _____ EVALUATOR _____

SCHOOL/DEPT _____ ASSIGNMENT _____

DATE: _____ TEMPORARY ☐ PROBATIONARY ☐ PERMANENT ☐

OVERALL ASSESSMENT: SATISFACTORY ☐ UNSATISFACTORY ☐

Meets District Standards	Does Not Meet District Standards	<p>Evaluation Code: "Meets District Standards" should be interpreted to mean competent, satisfactory performance acceptable to the district.</p> <p>"Does Not Meet District Standards" indicates weakness in performance in need of strengthening before the next evaluation.</p> <p>A check in the "Meets District Standards" column <u>may</u> be accompanied by a supportive statement. A check in the "Does Not Meet District Standards" column <u>must</u> be accompanied by a supportive statement/recommendation.</p>
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		STANDARD 1 – KNOWLEDGE
Comments:		
		STANDARD 2 – ASSESSMENT
Comments:		
		STANDARD 3 – DIRECT INTERVENTION
Comments:		
		STANDARD 4 – RESEARCH/EVALUATION/ADMINISTRATION
Comments:		
		STANDARD 5 – PROFESSIONALISM AND PROFESSIONAL DEVELOPMENT
Comments:		

	Progress Towards Objectives
Comments:	

ADDITIONAL COMMENTS BY EVALUATOR:
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EVALUATEE STATEMENT:

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SIGNATURES

Employee

Date

Evaluator

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Salinas City Elementary School District
TEACHER ON SPECIAL ASSIGNMENT (TOSA)
OBSERVATION FORM

EMPLOYEE _____ EVALUATOR _____ DATE _____

SCHOOL/DEPT _____

LESSON OBJECTIVE _____

Objective Appropriate: ☐ Yes ☐ For most learners ☐ No *Objective Reached:* ☐ Yes ☐ No ☐ Partially

Rubric:

1= Not Observed	2= Developing	3=Applying	4=Extending	X=Not Applicable
Did not demonstrate use of standard	Some use of standard but not consistently demonstrated	Consistently and effectively demonstrated use of standard	Demonstrated extensive knowledge and use of standard	

STANDARD 1 – ENGAGES & SUPPORTS ALL TEACHERS IN LEARNING	
	1.1 Engage teachers in learning new instructional skills and evidence-based strategies.
	1.2 Share expertise with staff (micro models, workshops, study groups, etc.).
	1.3 Follow up with teachers to support them with the implementation of new instructional skills and evidence-based strategies.
	1.4 Use a variety of strategies and resources, including technology to respond to teachers' professional needs and to the learning needs of all students.
	1.5 Use reflective conversation skills to engage teachers in collaborative problem solving, and reflective thinking to promote self-directed learning.
	Comments:
STANDARD 2 – CREATE & MAINTAIN EFFECTIVE ENVIRONMENTS FOR ADULT LEARNING	
	2.1 Create an environment of trust, caring and honesty with all teachers to establish and maintain strong relationships and promote professional growth.
	2.2 Create and maintains collaborative and professional partnerships to support teacher growth and establish a culture for ongoing instructional improvement.
	2.3 Use coaching and collaboration time effectively, implementing procedures and routines that support teachers' learning.
	2.4 Provide side-by-side coaching in classroom and other settings.
	Comments:
STANDARD 3 – UNDERSTAND AND ORGANIZE SUBJECT MATTER FOR STUDENT AND TEACHERS LEARNING	
	3.1 Establish clear procedures to gain access to instructional support.
	3.2 Use knowledge of professional teaching standards (CSTPs) to advance teacher and student development.
	3.3 Use and adapt resources, technologies, and standards-aligned instructional materials, including District adopted materials, to make teaching of subject matter meaningful to all teachers.
	3.4 Collaborates with teachers in the design and planning of standards-based (CCSS & ELD) instruction to advance teacher and student development.
	3.5 Locates resources for teachers to support instructional improvement.
	Comments:

STANDARD 4 – PLAN & EFFECTIVELY PRESENT HIGH QUALITY LEARNING EXPERIENCES FOR TEACHERS	
	4.1 Build on and value prior knowledge, background, interests, experiences and needs of teachers.
	4.2 Design and facilitate professional development for teachers (micro models, workshops, study groups, etc.).
	4.3 Design professional development based on adult learning principles to promote understanding and application of CCSS, ELD Standards and CSTPs.
	4.4 Follow up with teachers to support them with the implementation of new instructional skills and evidence-based strategies.
	4.5 Use a variety of strategies and resources, including technology to respond to teachers' professional needs.
	4.6 Use reflective conversation skills to engage teachers in collaborative problem solving, and reflective thinking to promote self-directed learning.
	4.7 Create an effective environment for professional learning (relaxed, inviting, and engaging with opportunities for collaboration).
	4.8 Implements the Cycle of Continuous improvement (PDSA).
Comments:	
STANDARD 5 – SUPPORT COLLABORATIVE WORK & SHARED RESPONSIBILITY THROUGH THE USE OF DATA	
	5.1 Works with teams and individuals to establish appropriate student learning goals through the use of qualitative and quantitative data.
	5.2 Collaborate with individual teachers on the design of lessons and units.
	5.3 Collaborate and coordinate work with grade level teams: set goals and design lessons and units.
	5.4 Coordinates work with district staff and site administrators to support district initiatives and improve the teaching and learning at the school.
	5.5 Facilitate, guide, and support grade level data analysis processes: plan, do, study, act (PDSA).
	5.6 Participate in professional communities; make contributions to district and site events and projects.
	5.7 Work closely with district and site administrators to improve instruction and learning through the analysis of student qualitative and quantitative data.
Comments:	
STANDARD 6 – PROFESSIONALISM AND PROFESSIONAL DEVELOPMENT	
	6.1 Engage in your own professional development by establishing personal professional goals and pursuing opportunities to grow.
	6.2 Reflects on coaching practices and their own fidelity to the implementation of teacher support systems.
	6.3 Models and fosters growth mindset to advance professional growth and school improvement.
	6.4 Show professionalism, integrity, and confidentiality.
Comments:	

CONFERENCE SUMMARY

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SIGNATURES

Employee

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Evaluator

Date

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Salinas City Elementary School District
TEACHER ON SPECIAL ASSIGNMENT (TOSA)
EVALUATION REPORT

EMPLOYEE _____ EVALUATOR _____

SCHOOL/DEPT _____ ASSIGNMENT _____

DATE: _____ TEMPORARY ☐ PROBATIONARY ☐ PERMANENT ☐

OVERALL ASSESSMENT: SATISFACTORY ☐ UNSATISFACTORY ☐

Meets District Standards	Does Not Meet District Standards	<p>Evaluation Code: "Meets District Standards" should be interpreted to mean competent, satisfactory performance acceptable to the district.</p> <p>"Does Not Meet District Standards" indicates weakness in performance in need of strengthening before the next evaluation.</p> <p>A check in the "Meets District Standards" column <u>may</u> be accompanied by a supportive statement. A check in the "Does Not Meet District Standards" column <u>must</u> be accompanied by a supportive statement/recommendation.</p>
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		STANDARD 1 – ENGAGES & SUPPORTS ALL TEACHERS IN LEARNING
Comments:		
		STANDARD 2 – CREATE & MAINTAIN EFFECTIVE ENVIRONMENTS FOR ADULT LEARNING
Comments:		
		STANDARD 3 – UNDERSTAND AND ORGANIZE SUBJECT MATTER FOR STUDENT AND TEACHERS LEARNING
Comments:		
		STANDARD 4 – PLAN & EFFECTIVELY PRESENT HIGH QUALITY LEARNING EXPERIENCES FOR TEACHERS
Comments:		
		STANDARD 5 – SUPPORT COLLABORATIVE WORK & SHARED RESPONSIBILITY THROUGH THE USE OF DATA
Comments:		

	STANDARD 6 – PROFESSIONALISM AND PROFESSIONAL DEVELOPMENT
Comments:	

	Progress Towards Objectives
Comments:	

ADDITIONAL COMMENTS BY EVALUATOR:
PLAN FOR IMPROVEMENT: <input type="checkbox"/> PLAN FOR IMPROVEMENT NOT RECOMMENDED <input type="checkbox"/> PLAN FOR IMPROVEMENT HAS BEEN ATTACHED AS DOCUMENTED BY THE COMPLETION OF THE 15 DAY MODIFICATION PLAN FOR THE FORMAL OBSERVATION. <input type="checkbox"/> FOLLOW-UP FORMAL OBSERVATION RECOMMENDED

EVALUATEE STATEMENT:

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SIGNATURES

Employee

Date

Evaluator

Date

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APPENDIX D

SALINAS CITY ELEMENTARY SCHOOL DISTRICT FORMAL GRIEVANCE: STEP 2 FORM

Within three (3) days of either (a) receiving a written notification that the informal meeting was held and not satisfied with the decision or (b) if the meeting is not held within five (5) days of the request to meet, a grievant may file a formal written grievance (Step 2) with their immediate supervisor using this form. **This form must be submitted to your immediate supervisor and a courtesy copy to the SETC President.**

GRIEVANT'S INFORMATION	
Full Name: _____	
Address: _____ City _____ Zip Code _____	
Telephone: _____ E-mail: _____	
Immediate Supervisor Name: _____ Work Location: _____	
RE INFORMAL RESOLUTION MEETING	
Date Requested: _____ Date Held: _____	
RE THIS FORMAL GRIEVANCE: STEP 2	
DATE SUBMITTED: _____	
Grievant's Signature _____	

STATEMENT OF GRIEVANCE (You may attach additional pages if needed)	
Collective Bargaining Agreement Article & Section Being Grievied: _____	
Location/Workplace Where Grievance Occurred: _____	
Responsible Supervisor's Name: _____ Date of Alleged Grievance: _____	
<i>Describe in detail the nature of the grievance. Specify the provision(s) of the collective bargaining agreement that has or have been allegedly violated, misapplied, or misinterpreted. State all known facts underlying the act or condition being grievied. (You may attach additional pages as needed.)</i>	
<i>Identify the individual(s) believed responsible for the Grievance. Provide their contact information if known.</i>	

FORMAL GRIEVANCE: STEP 3 FORM

Within five (5) days of either (a) receiving the Step 2 response and not being satisfied with the decision or (b) if the meeting is not held within five (5) days of the request to meet, or no written response was issued, a grievant may proceed to (Step 3) with the Superintendent using this form. **This form must be submitted to the Superintendent.**

SUMMARY OF GRIEVANT'S INFORMATION

Grievant's Full Name: _____

Telephone: _____ E-mail: _____

RE STEP 2 RESPONSE

Attach a copy of the Step 2 Written Grievance and Response. If no response was issued, write "None."

Date when Step 2 Meeting Requested: _____ Date when Step 2 Meeting Held: _____

Date when Step 2 Response was Provided: _____

RE FORMAL GRIEVANCE STEP 3

Date Submitted: _____

Grievant's Signature

Date Received: _____

Superintendent or Designee

RE FORMAL GRIEVANCE STEP 3 MEETING

Date Held: _____

Superintendent or Designee

RE FORMAL GRIEVANCE STEP 3 DECISION RENDERED ON MATTER

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. A written Step 3 decision on the matter shall be rendered by the Superintendent or designee within ten (10) days of meeting with the grievant. (You may attach additional pages if needed.)

SUPERINTENDENT'S OR DESIGNEE'S WRITTEN RENDERED DECISION

Superintendent's or Designee's Signature

Date

SALINAS CITY ELEMENTARY SCHOOL DISTRICT

FORMAL GRIEVANCE: STEP 4 APPEAL TO THE BOARD FORM

Within ten (10) days of either (a) receiving and not being satisfied with the Step 3 Decision, a grievant may Appeal the Grievance to the Board (Step 4) in writing using this form. This form must be submitted to the Superintendent's Office and a courtesy copy delivered to the Human Resources Department and SETC President.

<u>SUMMARY OF GRIEVANT'S INFORMATION</u>	
Grievant's Full Name: _____	
Telephone: _____	E-mail: _____
RE STEP 3 DECISION	
<i>Attach a copy of the Step 2 and Step 3 Written Grievances, Response, and Decision. If no response or decision was issued, write "None."</i>	
Date when Step 3 Meeting Requested: _____	Date when Step 3 Meeting(s) Held: _____
Date when Step 3 Decision was Provided: _____	
RE APPEAL TO BOARD STEP 4	
Date Submitted: _____	_____ Grievant's Signature
Date Received: _____	_____ Superintendent or Designee
RE APPEAL (STEP 4) MEETING WITH BOARD	
Date Held: _____	_____ BOARD PRESIDENT
RE FORMAL GRIEVANCE STEP 4 APPEAL DECISION	
<i>Within ten (10) days after the Appeal Meeting, the Board will issue its Grievance Appeal Decision, and deliver a copy of its decision to the Grievant, SETC President, and Superintendent or designee. (The Board may attach additional pages if needed.)</i>	
GRIEVANCE APPEAL DECISION SUBMITTED	
_____ Board President's Signature	_____ Date

SALINAS CITY ELEMENTARY SCHOOL DISTRICT
FORMAL GRIEVANCE: MEDIATION FORM

*If the Grievant and SETC are not satisfied with the Board's Grievance Appeal Decision, within three (3) days of receiving the decision, they may request mediation, with both the Superintendent and SETC President, to resolve the grievance by submitting this form to the Superintendent. The District may decline to participate in mediation. **This form must be submitted to the Superintendent and the SETC President.***

SUMMARY OF GRIEVANT'S INFORMATION

Grievant's Full Name: _____

Telephone: _____ E-mail: _____

RE STEP 4 GRIEVANCE APPEAL DECISION *Attach a copy of the* **GRIEVANCE APPEAL DECISION SUBMITTED**

Date when Step 4 Appeal Requested: _____ Date Step 4 Appeal Meeting(s) Held: _____

Date when Step 4 Appeal Decision Provided: _____

RE STEP 5 MEDIATION REQUEST

Date Submitted: _____
Grievant's Signature

Date Submitted _____
SETC's Representative

RE STEP 5 MEDIATION REQUEST

On behalf of the Salinas City Elementary School District, the DISTRICT:

_____ Accepts the invitation to mediate this Grievance.

_____ Declines the invitation to mediate this Grievance.

Date _____
Superintendent or Designee

IF PROCEEDING TO MEDIATION

Date Mediator Selected: _____ Name of Mediator _____

Date Mediation Is Set _____

Date of Mediator's Advisory Recommendation _____

Date of Mediated Agreement _____

Attach a copy of the signed Mediated Agreement or indicate no agreement reached,

Assistant Superintendent Human Resources Signature

Date

**SALINAS CITY ELEMENTARY SCHOOL DISTRICT
NOTIFICATION OF GRIEVANCE ARBITRATION**

If the Grievant and SETC are not satisfied with the Board's Grievance Appeal Decision Level 4, within ten (10) days of receiving the decision or of not reaching a resolution in Mediation (Step 5), SETC will notify both the Superintendent and Assistant Superintendent of Human Resources that it will submit the matter to Step 6, Arbitration, using this form.

<u>SUMMARY OF SETC's and GRIEVANT'S CONTACT INFORMATION</u>	
SETC REPRESENTATIVE'S NAME _____	
Telephone: _____	E-mail: _____
Grievant's Full Name: _____	
Telephone: _____	E-mail: _____
RE STEP 4 GRIEVANCE APPEAL DECISION <i>Attach a copy of Step 4, Grievance Appeal Decision</i>	
Date when Step 4 Appeal Requested: _____	Date Step 4 Appeal Meeting(s) Held: _____
Date when Step 4 Appeal Decision Provided: _____	
RE STEP 5 MEDIATION REQUEST (If applicable)	
Date Submitted: _____	
Date Mediation Held _____	Date Parties Released From Mediation _____
RE STEP 2 AND 3 <i>Attach a copy of Step 2 and Step 3 Written Grievances, Response, and Decision. If no response or decision was issued, write "None."</i>	
Date when Step 2 Meeting Requested: _____	Date when Step 2 Meeting Held: _____
Date when Step 2 Response was Provided: _____	
Date when Step 3 Meeting Requested: _____	Date when Step 3 Meeting(s) Held: _____
Date when Step 3 Decision was Provided: _____	
***** INTERNAL USE IN RE: ARBITRATION *****	
Date SETC Presented List of Potential Arbitrators _____	_____ ASHR Initials
Date Arbitrator Selected: _____	_____ ASHR Initials
Name of Arbitrator _____	
Arbitrator's Telephone: _____	E-mail: _____
Date(s) Arbitration Is Set _____	_____ ASHR Initials
Date Notice of Arbitration Sent _____	_____ ASHR Initials
Date Arbitrator's Decision Is Issued _____	_____ ASHR Initials

APPENDIX E

SCESD Certificated Staff Assignment/Hiring Process “The Phases”

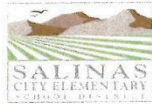
PHASE	ACTIONS
Phase 0 Date: By March 1st	<ul style="list-style-type: none"> TOSAs requesting to return to the classroom must inform HR by March 1st <ul style="list-style-type: none"> TOSAs will receive their assignment notification by June 1st
Phase 1 Date: April	<ul style="list-style-type: none"> Preference Forms are sent to all SCESD Certificated Permanent, Probationary 1 & 2, and Temporary Bargaining Unit members with full credentials and a contract who have been at a school site for the entire school year <ul style="list-style-type: none"> Site preference forms are distributed at school sites to teachers and MTSS teachers District Office Departments preference forms are distributed to include academic coaches, District Office TOSAs Special Education Department preference forms are distributed to SpEd Department Certificated Staff Preschool Preference forms are distributed to Preschool Teachers
Phase 2 Date: April	<ul style="list-style-type: none"> Vacant positions are posted for 24 hours at each site and District Office <ul style="list-style-type: none"> WHO MAY APPLY? <ul style="list-style-type: none"> Certificated Permanent, Probationary, and Temporary Bargaining Unit Members with full credentials and a contract who have been at a school site for the entire school year Site Administration/DO supervisors assign placement (<i>no interviews held</i>) Administration/DO supervisor informs HR of offered assignments and remaining vacant positions
Phase 3 Date: April	<ul style="list-style-type: none"> Vacant site/department positions are posted district-wide for internal applicants, including general education, MTSS, Special Education, TOSA, and Preschool Teaching Positions <ul style="list-style-type: none"> WHO MAY APPLY? <ul style="list-style-type: none"> Certificated Permanent, Probationary, and Temporary Bargaining Unit Members with full credentials and a contract who have been at a school site for the entire school year Complete CSD 120-Transfer Request for Posted Vacancy Applicants will be interviewed by a site-based or program-based (i.e., SpEd) panel
Phase 4 Date: May	<ul style="list-style-type: none"> Current school year's SCESD Probationary 0 and Temporary Teachers (<i>non-fully credentialed</i>) who have signed a SCESD Offer of Employment for the following school year are placed in their current position, if available; <i>If the position is no longer available, they move on to Phase 5</i>

1 of 2

SCESD Certificated Staff Assignment/Hiring Process “The Phases”

Phase 5 Date: May	<ul style="list-style-type: none"> • Remaining vacant positions are posted district-wide and to the general public via EdJoin <ul style="list-style-type: none"> ◦ Those who have signed a SCESD Offer of Employment for the following school year must share their grade level interests by submitting the CSD 120: Transfer Request for Posted Vacancy Google Form sent to them by the Human Resources Department ◦ General Public Applicants must apply on EdJoin ◦ WHO MAY APPLY? <ul style="list-style-type: none"> ■ SCESD Probationary 0 and Temporary Teachers (<i>non-fully credentialed</i>) whose current position is <i>unavailable</i> ■ Newly hired teachers ■ General Public Applicants • Grade-Level Pool Interviews are held: <ul style="list-style-type: none"> ◦ Site/Department Administration and the rest of the Panel Interview those with a signed SCESD Offer of Employment, including general public applicants ◦ Administration/DO supervisor submit their teacher recommendations to the H.R. Department ◦ H.R. Administrator assigns teachers and notifies teacher and site/department administrator <p>NOTE: <i>Those with a signed SCESD Offer of Employment are given priority over “general public” applicants</i> <i>Those with a signed SCESD Offer of Employment will be interviewed and given an assignment for the following school year</i></p>
Phase 6 Date: Summer	<ul style="list-style-type: none"> • Vacant positions are updated and posted or re-posted on EdJoin <ul style="list-style-type: none"> ◦ WHO MAY APPLY? <ul style="list-style-type: none"> ■ All qualified • Grade-Level Pool Interviews are held: • Administration/DO supervisor and H.R. Administrator interview & assign
Phase 7 Date: Until Filled	<ul style="list-style-type: none"> • 10 Days before the commencement of the school year: <ul style="list-style-type: none"> ◦ 5 Day posting period is waived ◦ Administration/DO supervisor and H.R. Administrator interview & assign

APPENDIX F



Salinas City Elementary School District

original

HUMAN RESOURCES DEPARTMENT

MOU between SETC and SCESD Extended School Day Programs and Saturday Programs' Classroom Usage December 11, 2024

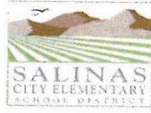
During the 2024-2025 & 2025-2026 school years, not including summer school, all classrooms may be used by extended school day programs or Saturday programs.

- On weekdays, except for Thursdays, for the first 45 minutes immediately following the end of the school day for students, teachers will have uninterrupted access to their classrooms.
- On Thursdays, students will not enter the classrooms until ten (10) minutes after the end of the unit members' workday.
- On rainy days or days with other inclement weather, students may enter earlier (e.g., heat and air quality warning days).
- The Principal may ask unit members with an assigned classroom if they wish to volunteer the use of their classroom and agree to permit access at times earlier than these.

USE OF CLASSROOMS: Classrooms will be assigned for use as follows:

1. Any vacant classrooms will be assigned first.
2. Teachers who volunteer the use of their assigned classrooms.
3. If additional rooms are needed, the site administrator will identify an age-appropriate facility or classroom to be used in a manner that impacts the fewest number of teachers.
 - a. Assigned classrooms will be rotated on a schedule provided by the site administrators mutually agreed with the classroom teachers based on each site's room availability.
 - i. Students and after-school staff may only use the tables, desks, chairs, district-provided materials, and classroom technology. No other classroom materials may be used. After-school instructors may leave a small container of student and instructional supplies in the classroom.
 - ii. The room should be left in the same condition it was found. Custodial staff should be scheduled to clean after the after-school programs.
 - iii. Classrooms will not be used on Back to School Night or Open House.

1 of 2



Salinas City Elementary School District


HUMAN RESOURCES DEPARTMENT

- iv. During conferences, bargaining unit members may request for their classroom not to be used if they have scheduled conferences outside of their workday. Classrooms will not be used on late conference days.
4. Every effort will be made so that not all classrooms of a particular grade level are used to allow teachers access to grade-level-related materials and resources away from their class.
5. Teachers may remain in their assigned classrooms during after-school use and activities.
6. Teachers whose assigned classrooms are not used are encouraged to make theirs available to other teachers whose assigned classrooms are in use.


REPORTS OF DISORDER / DAMAGE TO CLASSROOM Teachers whose assigned classrooms are used shall immediately report to the site administrator any disorder or damage to the classroom believed to have been caused during use. The Site Administrator will address the concern with the teacher in charge and the after-school company's site coordinator and inform the teacher of the response and resolution.

All provisions of this MOU are subject to the negotiated grievance procedure in the CBA.

Both parties agree to meet and renegotiate if either party requests.


Merissa Dacpano, SETC
Negotiation Chair

12/11/24
Date


Susana Mancera-Juárez
Asst. Supt. Human Resources

12/11/24
Date

Signing Bonuses
Memorandum of Understanding
Salinas Elementary Teachers' Council (SETC)
and
Salinas City Elementary School District (SCESD)
For the school years 2023-2024 & 2024-2025

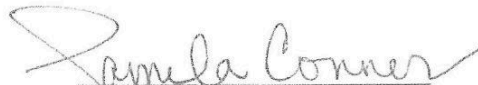
This Memorandum of Understanding of signing bonuses will be in place for two years (2023-2024 & 2024-2025). In the Spring of 2025, SETC and SCESD will meet to revisit the agreement and decide to continue, amend, or discontinue the agreement.

All the rights and responsibilities of Article XV: Salary Schedules will remain in effect with the following modifications added to Section V: Certificated Stipends.

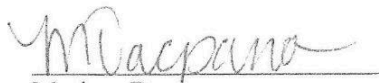
SIGNING BONUS

1. New certificated bargaining unit members who hold a preliminary or clear credential are eligible for the signing bonus.
2. The \$5,000 signing bonus will be paid over two years. The first \$2,500 installment will be paid within the first 30 workdays. The second \$2,500 installment will be paid the following school year within the first 30 workdays.

SETC



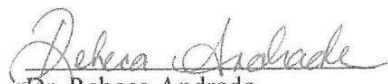
Pamela Conner
SETC President



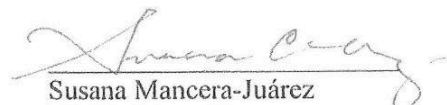
Merissa Dacapano
SETC Negotiations Chair

Date: 4.13.23

SCESD



Dr. Rebeca Andrade
Superintendent



Susana Mancera-Juárez
Interim Assistant Superintendent H.R.

Date: 4 / 13 / 23

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

October 20, 2014

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

(available in the classroom)

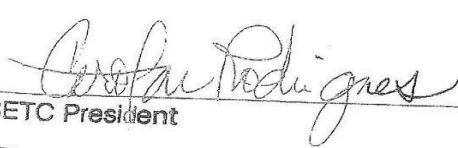
- student roster(s) and seating chart(s) for each group of students
- classroom daily schedule
- classroom management system or procedures
- general classroom procedures
- classroom rainy day recess procedures
- schedules/information for special needs students
- location of materials needed for the day's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

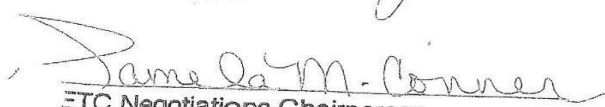
(submitted to the principal)

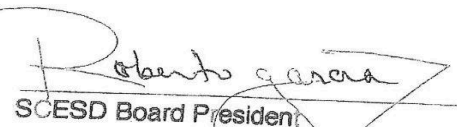
- daily plans including times with specific instructions or procedures for all activities and assignments


The office staff and administration provide:

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


SETC President


SETC Negotiations Chairperson


SCESD Board President


SCESD Negotiations Chairperson

HISTORICAL SECTION

TENANTIVE AGREEMENT

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

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

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

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

1. DEFINITION OF CO-TEACHING TERMS

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

2. PARTICIPATION

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

M. Dayano
TA 5/22/18
[Signature]

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

3. TRAININGS

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

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

4. PLANNING

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

5. REVIEW OF CO-TEACHING

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

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

DATED: May 22, 2018

Memorandum of Understanding

between

Salinas City Elementary School District

and

Salinas City Elementary Teachers' Council

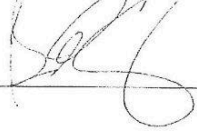
INCENTIVE COMMITTEE

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

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

May 22, 2018

SALINAS CITY ELEMENTARY
SCHOOL DISTRICT

 5/22/2018

SALINAS CITY ELEMENTARY
TEACHERS' COUNCIL



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

July 7, 2015

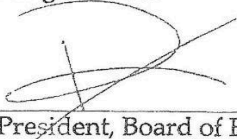
For the 2015 - 2016 school year and through full implementation of Local Control Funding Formula (LCFF) (currently 2020), Salinas City Elementary School District and Salinas Elementary Teachers' Council intend for the District to be in compliance with the LCFF as interpreted by subsequent guidelines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

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

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

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


President, SETC


President, Board of Education


Negotiations Representative, SETC


Negotiations Representative, SCESD

Memorandum of Understanding (MOU)

between

Salinas City Elementary School District

and

Salinas City Elementary Teachers' Council

PERSONALIZED PD COMMITTEE

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

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

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

May 22, 2018

SALINAS CITY ELEMENTARY
SCHOOL DISTRICT

[Signature] 5/22/18
MDaigano 5/22/18

SALINAS CITY ELEMENTARY
TEACHERS' COUNCIL

[Signature] 5/22/18
MDaigano 5/22/18

MEMORANDUM OF UNDERSTANDING
Salinas City Elementary School District
And
Salinas Elementary Teachers' Council
February 10, 2023

This Memorandum of Understanding (MOU) is by and between the Salinas City Elementary School District (SCESD) and the Salinas Elementary Teachers' Council (SETC). This MOU shall be in effect through June 30, 2023. Either party may request to extend or renegotiate the terms of this MOU before its expiration.

The purpose of the MOU is to set forth the mutually agreed upon terms and conditions for the tracking service minutes for students with IEPs.

All the rights and responsibilities of the SETC Master Agreement will remain in effect with the following modifications for the tracking service minutes for students with IEPs.

1. Training

- a. The District will provide a one (1) hour training for all Special Education Staff impacted, during contractual hours on an Early Release Thursday or Staff Development Day, as determined by the District. This training will be offered in-person or virtually if there is a scheduling issue. All unit members will complete their training by February 28, 2023.

2. Documentation

- a. The bargaining unit members will use SIRAS to document the service minutes for each student that fulfills the requirements of the state. Bargaining unit members can choose to transfer the data from their logs to SIRAS on a daily or weekly basis.

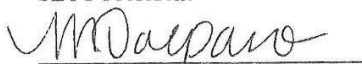
3. Compensation

- a. Unit members will be paid three (3) hours of additional assignment of pay to set up their groups in SIRAS.
- b. Unit members will be paid one (1) hour a week of additional assignment of pay for data input.

SETC



Pamela Conner
SETC President



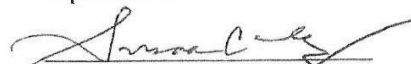
Merissa Dacpano
SETC Negotiations Chair

Date: 2/10/23

SCESD



Dr. Rebeca Andrade
Superintendent



Susana Mancera-Juárez
Interim Assistant Superintendent H.R.

Date: 02/10/2023

Side Letter of Agreement
Salinas Elementary Teachers' Council (SETC)
and
Salinas City Elementary School District (SCESD)

This Side Letter of Agreement will be added to the permanent Article V in the 2024/2025 Master Agreement between SETC and SCESD unless either side makes a written request to renegotiate regarding any concerns. Requests to renegotiate must be made in writing by January 31, 2024.

TRANSITIONAL KINDERGARTEN AND KINDERGARTEN PROGRAMS

All of the rights and responsibilities of the Master Agreement will remain in effect with the following modifications:

1. Instructional Minutes
 - a. Instructional Minutes Per Day: Regular Days

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

TK/Kindergarten	255 minutes
-----------------	-------------
 - c. Instructional minutes are inclusive of recess with certificated supervision.
2. The lunch periods will not start earlier than 3.0 hours into the school day.
3. The District will make a reasonable effort to provide at least 120 minutes of instructional aide support to Kindergarten classes.
 - a. The district will do their best to cover TK/Kindergarten aide absences by providing substitute aides.
4. The district will follow State guidelines for adult to student ratios in TK classrooms.
5. Teachers will follow the conference schedule for grades 1st-6th.
6. Administration will limit TK/K combination classes. TK/K combination classes will abide by the state-required TK student to adult ratio.

For SCESD



For SETC

MEMORANDUM OF UNDERSTANDING

**2022-2023 Overnight Educational Program
Salinas City Elementary School District
And
Salinas Elementary Teachers' Council
December 16, 2022**


This Memorandum of Understanding (MOU) is by and between the Salinas City Elementary School District (SCESD) and the Salinas Elementary Teachers' Council (SETC), exclusively for the 2022-2023 school year. The purpose of the MOU is to set forth the mutually agreed upon terms and conditions for any overnight educational programs.

1. All overnight educational programs will be voluntary for bargaining unit members.
2. Bargaining unit members at the Overnight Educational Program will supervise and be on duty, as reasonably designated by the program.
3. Within 5 working days from the date of this MOU, each school site will ask unit members if they wish to be included in the pool of volunteers to participate in the
 - a. Volunteer teachers shall be assigned to accompany their regularly assigned students at the overnight educational program.
 - b. If there are not enough volunteer teachers, in the students' grade level, the site administrator will select from the pool of volunteers through a random lottery. If there are no volunteers at a site, volunteers from another site may be assigned.
 - c. Unit members, who do not volunteer to attend, and whose students do participate, will perform duties consistent with their credentials and job description at their site.
 - d. If there are insufficient volunteers district wide, the District may staff with a substitute, administrator, or other employee to meet staff-student ratio.
4. Bargaining unit members will be paid a stipend of \$250 for each day of the overnight educational program in recognition of the extra time and responsibility in accompanying students.
 - a. Bargaining unit members must actively participate in daily activities.
5. The District may allow for non-employee chaperone participation. The District will make requirements and expectations clear to chaperones for their participation. Unit members will inform the responsible administrator of any concern with a chaperone's adherence and the administrator will handle any problems that may arise.
6. Certificated Bargaining Unit Members will not be responsible for providing medical care beyond what is generally required in the school setting, including the administration of medications.

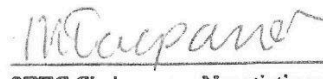
7. Bargaining unit members will not be required to transport children in their own vehicles. If necessary, the parent or administrator will come to get the child.
8. This MOU is limited to the 2022-2023 school year and shall not be precedent setting. The parties agree that they may reopen Article XVII, Outdoor Education, to amend and provide for future provisions for outdoor education programs.


Salinas Elementary Teachers' Council

Salinas City Elementary School District


President, SETC


District Superintendent


SETC Chairperson, Negotiations


Interim Assistant Superintendent of H.R.

Date: 12/17/22

Date: 12/17/2022

MEMORANDUM OF UNDERSTANDING
Salinas City Elementary School District
And
Salinas Elementary Teachers' Council
April 12, 2023

This Memorandum of Understanding (MOU) is by and between the Salinas City Elementary School District (SCESD) and the Salinas Elementary Teachers' Council (SETC).

The purpose of the MOU is to set forth the mutually agreed upon terms and conditions for the Full Day Preschool program from the 2022-2023 school year effective April 11, 2023, for the months of April through June. Both parties agree to renegotiate the terms of this MOU if a single party deems it necessary. Requests will be made in writing.

All the rights and responsibilities of the SETC Master Agreement will remain in effect with the following modifications.

A. Extra Hourly Pay

- a. Any work outside their work hours, the member will receive an hourly rate of pay or have the option to flex their schedule.

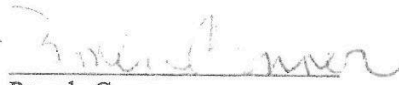
B. Work Day

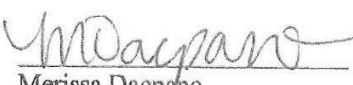
PRESCHOOL	Work Days	Hours
Full-Day Instructional Program	54 days	8.0 hours (exclusive of a 1-hour duty free lunch)

- a. Preschool Teachers' workday shall begin no earlier than 7:00 a.m. and not later than 30 minutes before the start of their scheduled instructional day. This time will be self-directed and used to prepare for planning, instruction and students' arrival.
- b. Full-Day Preschool Teachers will have one (1) hour of preparation time a day except for one staff meeting a month.
- c. Relief period(s) and lunch break:
 - i. Full Day Preschool Teachers shall have a ten (10) minute relief period in the morning, at the midpoint between the start of the workday and their lunch break, and another ten (10) minute relief period at the midpoint between their lunch period and end of the workday.
 - ii. 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.

- C. 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.
- D. Parent Orientation: Preschool teachers will hold a parent teacher orientation within a week of the session starting. Orientation will be scheduled during their workday minutes and for no more than sixty (60) minutes.
- E. Parent Teacher Conferences: If necessary, preschool teachers will hold an initial conference within 60 days of the student being enrolled.

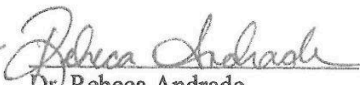
SETC

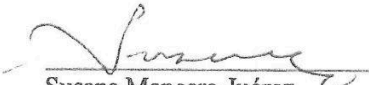

Pamela Conner
SETC President


Merissa Dacapano
SETC Negotiations Chair

Date: 4.13.23

SCESD


Dr. Rebeca Andrade
Superintendent


Susana Mancera-Juárez
Interim Assistant Superintendent H.R.

Date: 4/13/23

MEMORANDUM OF UNDERSTANDING
Salinas City Elementary School District
And
Salinas Elementary Teachers' Council
April 13, 2023

This Memorandum of Understanding (MOU) is by and between the Salinas City Elementary School District (SCESD) and the Salinas Elementary Teachers' Council (SETC).

The purpose of the MOU is to set forth the mutually agreed upon terms and conditions for the Salinas City Virtual Academy for the 2023-2024 school year. Both parties agree to renegotiate the terms of this MOU if a single party deems it necessary. Requests will be made in writing.

All of the rights and responsibilities of the SETC Master Agreement will remain in effect with the following modifications for Salinas City Virtual Academy

I. Hours of Employment

- A. Staff will be on campus 15 minutes before the start time of class. Those 15 minutes will be used for preparation.
- B. In addition to required instructional minutes by grade level, each teacher will provide 20 minutes per day of teacher-led activities, in lieu of in-person supervision. This time will be for student clubs or other electives. Bargaining unit members will each run a separate club or elective (art, music, dance, etc) for the students to join online for enrichment and social interaction. One of the 20 minute sessions per week may be for preparing for the clubs and electives. Upon agreement between the employee and site administration, these minutes can be accumulated and used for student activities that do not occur daily and are longer than 20 minutes per session. Minutes cannot be carried over from week to week.
- C. Back to School Night
 - 1. Back to School Night will be held virtually
 - a) The time needed for Back to School Night will not exceed 90 minutes
 - 2. An additional in-person meet and greet will be scheduled before school begins
 - a) The first week's club/elective periods will be used for the meet and greet(s)
- D. Open House
 - 1. Open House will be held in-person and will be an end of unit/project showcase.

II. Evaluation

- A. Formal observations will be conducted of online instruction.

III. Transfer and Reassignment

- A. SCVA positions will not be considered as open positions through the consolidation process.

SCESD & SETC April 13, SCVA MOU

IV. Teacher Location

A. Bargaining unit members will be provided a teaching space on the school campus. Bargaining unit members will be required to work their workday minutes on the school campus.

1. For special teaching activities/events, like virtual field trips, teachers may request in advance to teach lessons from a different location that necessitates a curriculum-based environment.

V. Online Classroom

A. Bargaining unit members will be required to have their site administrator as a co-teacher on their Google Classroom or other platform.

SETC



Pamela Conner
SETC President



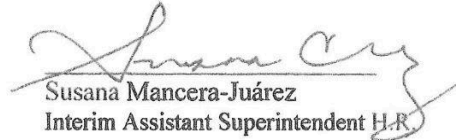
Merissa Dacpano
SETC Negotiations Chair

Date: 4.13.23

SCESD



Dr. Rebeca Andrade
Superintendent



Susana Mancera-Juárez
Interim Assistant Superintendent H.R.

Date: 4/13/23

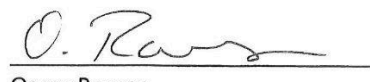
MEMORANDUM OF UNDERSTANDING
Between the Salinas Elementary Teachers' Council (SETC)
and the
Salinas City Elementary School District (SCESD)
For the school years 2019-2021


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

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

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


Merissa Dacpano
SETC Bargaining Chairperson


Oscar Ramos
SETC President


Alejandro Hogan
SCESD Bargaining Chairperson


Martha Martinez
SCESD Superintendent

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

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

1. Joint Committee (JC)

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

Article XI Revised 4/25/16

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

2. Participating Teachers (PT)

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

3. Consulting Teachers (CT)

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

All applications and references will be treated with confidentiality.

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

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

Program Parameters

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

Article XI

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



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

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





Salinas City Elementary School District

HUMAN RESOURCES DEPARTMENT

MOU between SETC and SCESD Afterschool Programs' Classroom Usage August 8, 2023

During the 2023-2024 school year, all classrooms may be subject to after school use by after school programs. However, for the first 45 minutes immediately following the end of workday, teachers will have uninterrupted access to their classrooms, except on rainy days or days with other inclement weather (e.g. heat and air quality warning days).

USE OF CLASSROOMS: Classrooms will be assigned for use as follows:

1. Any vacant classrooms will be assigned first.
2. Teachers who volunteer the use of their assigned classrooms.
3. If additional rooms are needed, the site administrator will identify an age appropriate facility or classroom to be used in a manner that impacts the fewest number of teachers.
 - a. Assigned classrooms will be rotated on a schedule provided by the site administrators mutually agreed with the classroom teachers based on each site's room availability.
 - i. Students and after school staff may only use the tables, desks, chairs, and projector/Apple TV. No other classroom materials may be used. After School instructors may leave a small container of student and instructional supplies in the classroom.
 - ii. The room should be left in the same condition it was found. Custodial staff should be scheduled to clean after the after school programs.
 - iii. Classrooms will not be used on Back to School Night, or Open House, Classrooms will not be used during bargaining unit members' work hours.
 - iv. During conferences, bargaining unit members may request for their classroom not to be used if they have scheduled conferences outside of their workday.
4. Every effort will be made so that not all classrooms of a particular grade level are used, to allow teachers access to grade level related materials and resources away from their class.
5. Teachers may continue to remain in their assigned classrooms during after school use and activities.



Salinas City Elementary School District

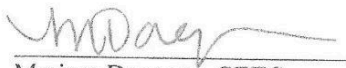
HUMAN RESOURCES DEPARTMENT

6. Teachers whose assigned classrooms are not used are encouraged to make theirs available to other teachers whose assigned classrooms are in use.

REPORTS OF DISORDER / DAMAGE TO CLASSROOM Teachers whose assigned classrooms are used shall immediately report to site administrator any disorder or damage to the classroom believed to have been caused during use. The Site Administrator will address the concern with the teacher in charge and the after school company's site coordinator and inform the teacher of the response and resolution.

All provisions of this MOU are subject to the negotiated grievance procedure in the CBA.

Both parties agree to reconvene by February, 2023 to renegotiate any new effects due to the growth of the program.



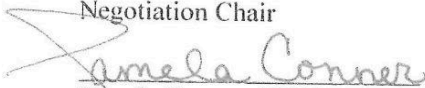
Merissa Dacpano, SETC
Negotiation Chair

8/10/23
Date



Rebeca Andrade, Ed.D
Superintendent

8/10/23
Date



Pamela Conner, SETC
President

8/10/23
Date



Susana Mancera-Juárez
Asst. Supt. Human Resources

8/10/2023
Date

Salinas City Elementary School District

840 South Main St. Salinas, CA 93901

Phone: (831) 753-5600

CERTIFICATED SALARY SCHEDULES

2020-21

CLASSIFICATION
(Divisor - 187 Days of Service)

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

*Semester Hours

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

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

Class Size Stipend: \$69.52

Salinas City Elementary School District

840 South Main St. Salinas, CA 93901

Phone: (831) 753-5600

CERTIFICATED SALARY SCHEDULES

2020-21

CLASSIFICATION: PSYCHOLOGIST

(Divisor - 197 Days of Service)

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

CLASSIFICATION: SPEECH AND LANGUAGE PATHOLOGIST

(Divisor - 187 Days @ 6 hours and 20 minutes)

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

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

CERTIFICATED SALARY SCHEDULES

2020-21

STIPENDS FOR UNITS EARNED BEYOND COLUMN VI

\$321 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).

TEACHING VICE PRINCIPAL STIPEND (ANNUAL STIPEND):

Base Stipend: \$2123.24

Each point will add \$131 to the base stipend.

CERTIFICATED SALARY SCHEDULES

2020-21

Preschool/EDC Salary Schedule

Per Hour Wage

Steps	I	II	III
1	25.88	26.97	28.11
2	26.86	28.00	29.22
3	27.96	29.10	30.41

Salinas City Elementary School District

840 South Main St. Salinas, CA 93901

Phone: (831) 753-5600

CERTIFICATED SALARY SCHEDULES

2021-22

2.00%

CLASSIFICATION

(Divisor - 187 Days of Service)

	I	II	III	IV	V	VI
				M.A. or B.A.+45*	M.A.+15 or B.A.+60*	M.A.+30 or B.A.+75*
Steps	B.A. Annual	B.A.+15 Annual	B.A.+30* Annual	B.A.+45* Annual	B.A.+60* Annual	B.A.+75* Annual
1	49,882	50,236	50,608	51,737	54,757	57,778
2	50,115	50,589	51,343	54,367	57,397	60,411
3	50,344	50,949	53,980	57,001	60,025	63,051
4	50,687	53,599	56,614	59,643	62,672	65,690
5	53,203	56,230	59,247	62,279	65,305	68,323
6	55,845	58,867	61,882	64,912	67,934	70,958
7	58,471	61,494	64,524	67,547	70,572	73,587
8	61,110	64,140	67,153	70,185	73,203	76,219
9	61,110	66,778	69,791	72,811	75,836	78,858
10	61,110	66,778	72,416	75,449	78,477	81,490
11	61,110	66,778	72,416	78,082	81,112	84,126
12	61,110	66,778	72,416	78,082	83,743	86,766
13	61,110	66,778	72,416	78,082	83,743	86,766
14	61,110	66,778	72,416	78,082	83,743	90,236
15	61,110	66,778	72,416	78,082	83,743	90,236
16	61,110	66,778	72,416	78,082	83,743	90,236
17	61,110	66,778	72,416	78,082	83,743	90,236
18	61,110	66,778	72,416	78,082	83,743	93,707
19	61,110	66,778	72,416	78,082	83,743	93,707
20	61,110	66,778	72,416	78,082	83,743	93,707
21	61,110	66,778	72,416	78,082	83,743	93,707
22	61,110	66,778	72,416	78,082	83,743	97,178
23	61,110	66,778	72,416	78,082	83,743	97,178
24	61,110	66,778	72,416	78,082	83,743	97,178
25	61,110	66,778	72,416	78,082	83,743	99,569

*Semester Hours

Additional Assignment Rate of Pay -- \$46.27 per hour.

Teacher-in-Charge Rate of Pay -- \$49.31 per hour.

Class Size Stipend: \$73.04

Salinas City Elementary School District

840 South Main St. Salinas, CA 93901

Phone: (831) 753-5600

CERTIFICATED SALARY SCHEDULES

2021-22

2.00%

CLASSIFICATION: PSYCHOLOGIST

(Divisor - 197 Days of Service)

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

CLASSIFICATION: SPEECH AND LANGUAGE PATHOLOGIST

(Divisor - 187 Days @ 6 hours and 20 minutes)

					#1 Career Increment	#2 Career Increment	#3 Career Increment	#4 Career Increment
A	B	C	D	E	F	G	H	I
80,889	84,303	87,717	91,129	94,549	98,333	102,116	105,897	108,506

Additional Assignment Rate of Pay (Psych/SLP): \$67.68

CERTIFICATED SALARY SCHEDULES

2021-22

2.00%

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).

TEACHING VICE PRINCIPAL STIPEND (ANNUAL STIPEND):

Base Stipend: \$2230.68

Each point will add \$150.02 to the base stipend.

CERTIFICATED SALARY SCHEDULES

DRAFT

2021-22

2.00%

Preschool/EDC Salary Schedule

Per Hour Wage

Steps	I	II	III
1	27.19	28.34	29.54
2	28.22	29.42	30.70
3	29.37	30.57	31.94

Salinas City Elementary School District

840 South Main St. Salinas, CA 93901

Phone: (831) 753-5600

CERTIFICATED SALARY SCHEDULES

2022-23

13.00%

CLASSIFICATION

(Divisor - 187 Days of Service)

(2023-24: 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*
Steps	B.A. Annual	B.A.+15 Annual	B.A.+30* Annual	B.A.+45* Annual	B.A.+60* Annual	B.A.+75* Annual
1	56,367	56,767	57,187	58,463	61,875	65,289
2	56,630	57,166	58,018	61,435	64,859	68,264
3	56,889	57,572	60,997	64,411	67,828	71,248
4	57,276	60,567	63,974	67,397	70,819	74,230
5	60,119	63,540	66,949	70,375	73,795	77,205
6	63,105	66,520	69,927	73,351	76,765	80,183
7	66,072	69,488	72,912	76,328	79,746	83,153
8	69,054	72,478	75,883	79,309	82,719	86,127
9	69,054	75,459	78,864	82,276	85,695	89,110
10	69,054	75,459	81,830	85,257	88,679	92,084
11	69,054	75,459	81,830	88,233	91,657	95,062
12	69,054	75,459	81,830	88,233	94,630	98,046
13	69,054	75,459	81,830	88,233	94,630	98,046
14	69,054	75,459	81,830	88,233	94,630	101,967
15	69,054	75,459	81,830	88,233	94,630	101,967
16	69,054	75,459	81,830	88,233	94,630	101,967
17	69,054	75,459	81,830	88,233	94,630	101,967
18	69,054	75,459	81,830	88,233	94,630	105,889
19	69,054	75,459	81,830	88,233	94,630	105,889
20	69,054	75,459	81,830	88,233	94,630	105,889
21	69,054	75,459	81,830	88,233	94,630	105,889
22	69,054	75,459	81,830	88,233	94,630	109,811
23	69,054	75,459	81,830	88,233	94,630	109,811
24	69,054	75,459	81,830	88,233	94,630	109,811
25	69,054	75,459	81,830	88,233	94,630	112,513

*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

2022-23

13.00%

CLASSIFICATION: PSYCHOLOGIST

(Divisor - 197 Days of Service)

(2023-24: 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 - 187 Days of Service)

(2023-24: Divisor - 185 Days of Service)

CLASSIFICATION: SCHOOL COUNSELOR

(Divisor - 190 Days of Service)

Yr. 1	Yr. 2	Yr. 3	Yr. 4	Yrs. 5-8	Yrs. 9-12 #1	Yrs. 13-16 #2	Yrs. 17-20 #3	Yrs. 20+ #4
A	B	C	D	E	Career Increment	Career Increment	Career Increment	Career Increment
91,405	95,262	99,120	102,976	106,840	111,116	115,391	119,664	122,612

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

CERTIFICATED SALARY SCHEDULES

2022-23

13.00%

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

2022-23

Adjustment & Squaring of
Salary Schedule

Preschool/EDC Salary Schedule

Per Hour Wage

Steps	I	II	III
1	30.72	32.56	34.51
2	31.95	33.87	35.90
3	33.23	35.22	37.33

Salinas Elementary Teachers' Council

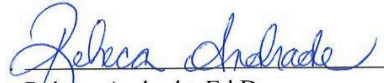


Pamela Conner
President

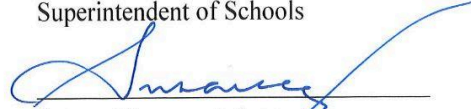


Merissa Dacpano
Chief Negotiator

Salinas City Elementary School District



Rebeca Andrade, Ed.D.
Superintendent of Schools



Susana Mancera-Juárez,
Assistant Superintendent, Human Resources