AGREEMENT

Santa Clara Unified School District

And

United Teachers of Santa Clara (UTSC)

(July 1, 2022 – June 30, 2025)

July 2025

TABLE OF CONTENTS

ARTICLE 1: AGREEMENT 3
ARTICLE 2: RECOGNITION 4
ARTICLE 3: NON-DISCRIMINATION 5
ARTICLE 4: STATUTORY CHANGES 6
ARTICLE 5: PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS 7
ARTICLE 6: MISCELLANEOUS PROVISIONS 8
ARTICLE 7: SAVINGS PROVISION 9
ARTICLE 8: DISTRICT RIGHTS 10
ARTICLE 9: ASSOCIATION RIGHTS 11
ARTICLE 10: WAIVER 13
ARTICLE 11: GRIEVANCE 14
ARTICLE 12: EVALUATIONS (See Evaluation Handbook for additional information and forms) 20
ARTICLE 13: PROFESSIONAL SUPPORT PROGRAM 23
ARTICLE 14: INDUCTION 27
ARTICLE 15: DISCIPLINE 31
ARTICLE 16: PERSONNEL FILES 32
ARTICLE 17: WORK DAY/WORK YEAR 33
ARTICLE 18: SUMMER SCHOOL 57
ARTICLE 19: EMPLOYEE SAFETY 59
ARTICLE 20: CLASS SIZE 62
ARTICLE 21: SHARED-TIME AND PART-TIME ASSIGNMENTS 67
ARTICLE 22: RETIREMENT BENEFITS 73
ARTICLE 23: LEAVES 74
ARTICLE 24: CATASTROPHIC LEAVE BANK 89
ARTICLE 25: CHILDREN CENTER/STATE PRE-SCHOOL PERMIT TEACHERS 95
ARTICLE 26: SPECIAL EDUCATION 99
ARTICLE 27: ASSIGNMENT, TRANSFER AND REASSIGNMENT 105
ARTICLE 28: COMPENSATION/STIPENDS 112
ARTICLE 29: EMPLOYEE BENEFITS 119
ARTICLE 30: DEPARTMENT CHAIRPERSONS/TEAM LEADERS FOR MIDDLE AND HIGH SCHOOL, HEALTH SPECIALIST, AND PSYCHOLOGISTS 120
ARTICLE 31: PUBLIC COMPLAINTS 127
ARTICLE 32: NO STRIKE, NO LOCKOUT 128
ARTICLE 33: CONTRACT CLAUSES 129
ARTICLE 34: EFFECT OF AGREEMENT 130

ARTICLE 35: TERM 131
APPENDIX A-1 TEACHERS' SALARY SCHEDULE 132
APPENDIX A-2 CHILDREN'S CENTER SALARY SCHEDULE 133
APPENDIX A-3 COUNSELOR & PSYCHOLOGIST SALARY SCHD 125
APPENDIX A-4 LIBRARIAN'S SALARY SCHEDULE 126
APPENDIX B. STIPEND & HOURLY RATES 127
APPENDIX C COACHES STIPENDS 138
APPENDIX D BENEFITS 140
APPENDIX E PROGRESSIVE DISCIPLINE 141
APPENDIX F GRIEVANCE PROCEDURE TIMELINE & FLOWCHART 142

ARTICLE 1: AGREEMENT

This is an Agreement made and entered into this 7th day of December 2022, between the Santa Clara Unified School District (hereinafter referred to as "District") and United Teachers of Santa Clara (CTA/NEA) (hereinafter referred to as "Association").

ARTICLE 2: RECOGNITION

The District confirms its recognition of the Association as the exclusive representative for that unit of employees including all probationary and permanent certificated employees plus temporary employees who are employed for at least one semester during the school year and summer school certificated employees excluding all administrators, managers, classified employees and all day-to-day substitutes and long-term substitutes.

ARTICLE 3: NON-DISCRIMINATION

3.1 The District shall not discriminate against any unit member on the basis of race, color, creed, age, sex, gender, ethnic background, national origin, political affiliation, sexual orientation, martial status, disability, immigration status, or membership or participation in the activities of the Association.

3.2 The Association will admit unit members to membership without discrimination on the basis of race, color, creed, age, sex, gender, ethnic background, national origin, political affiliation, sexual orientation, martial status, immigration status, or disability.

3.3 In application or oral interview procedures, the District shall not inquire about a candidate's membership in or preference for employee organizations.

3.4 In its employment practices, the District will implement and maintain policies and procedures in accordance with state and federal law, including the California Fair Employment and Housing Act (FEHA) and the Americans with Disabilities Act (ADA).

ARTICLE 4: STATUTORY CHANGES

If during the term of this Agreement there is enacted legislation or a constitutional amendment that affects an Article agreed to in this Agreement or a matter within the scope of bargaining, the parties hereto may agree mutually in writing to reopen this Agreement.

ARTICLE 5: PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

5.1. The parties agree that membership in UTSC/CTA/NEA is the responsibility of the Association. Upon receipt of notification from the UTSC/CTA/NEA, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit members each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately pro-rated to complete payments by the end of the school year.

5.2. Any bargaining unit member who does not apply for membership shall not have membership dues deducted from their pay warrant.

5.3. With respect to all sums deducted by the District pursuant to Paragraphs 5.1 above, the District agrees promptly to remit such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made and indicating any changes in personnel from the list previously furnished.

5.4. The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.

5.5. **Maintenance of Membership**

The District shall not end dues deductions for a member who wishes to terminate their membership until the UTSC/CTA/NEA notifies the District that the request to membership has been processed by the CTA.

5.5.1. Members of the Association returning from an unpaid leave of absence shall have their deductions for membership dues resumed upon return.

5.6. Unit members shall be provided the opportunity for payroll deductions designated for NEA-PAC, ABC and FACT.

5.7. The Association agrees to pay to the District all reasonable legal fees and legal costs incurred in defending against any court action and/or administrative action before the Public Employment Relations Board challenging the provisions of this Article or their implementation. The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to above shall or shall not be compromised, resisted, defended, tried or appealed.

ARTICLE 6: MISCELLANEOUS PROVISIONS

6.1. **Publication**

All employees who participate in the production of tapes, publications or other produced educational material on non-duty and non-reimbursed time shall retain residual rights should said material be copyrighted or sold by the Board.

6.2. **Printing of Agreement**

The District shall have 120 copies prepared and delivered to the Association. Association and District agree to share the cost.

6.3. **Resignation**

An employee's notification to the Board that he/she intends to resign shall remain revocable until action is taken by the Board of Education. (Ed. Code 44930.)

6.4. **Physical Examinations**

If the District requires a unit member to undergo any form of physical or mental examination, the District will pay the cost thereof.

6.5. **Official Copies**

There shall be two (2) copies of the final Agreement for record keeping purposes. One shall be retained by the District and one by the Association.

6.6. **District Supplied Materials**

The District will make a reasonable effort to send to each school before the school year begins, those District-supplied materials, tests, books, and equipment needed to begin instruction. The District will notify teachers whose essential materials will be delayed in delivery.

6.7. **Music Facilities**

The District will provide an appropriate instructional environment for music at the scheduled times for such instruction at each school.

ARTICLE 7: SAVINGS PROVISION

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect. The parties shall meet not later than thirty (30) calendar days after such court decision to renegotiate the provision or provisions affected.

ARTICLE 8: DISTRICT RIGHTS

The exercise of the powers, rights, authority, duties and responsibilities by the District as set forth below, and the adoption of policies, rules, regulations and practices in furtherance thereof; and the use of judgment and discretion in the connection therewith, shall be limited only by the specific and expressed terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided and the methods and means of providing them; establish its educational policies, goals and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of district operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; hire, classify, assign, evaluate, promote, terminate, and discipline employees; and take action on any matter in the event of an emergency. (An emergency is defined as-a natural disaster or other unforeseen occurrence that has a significant impact on the educational process.) In a matter which directly affects certificated staff (Bargaining unit members), that staff which will be affected will be consulted for possible positive input, i.e. hours, starting time. The District retains its right to amend, modify or rescind policies and practice referred to in this Agreement in cases of emergency. If the District determines that an emergency exists and it intends to modify or suspend any portion of this Agreement, it shall notify the exclusive representative prior to declaring any emergency. The determination of an emergency may be subject to the grievance procedure by the Association.

ARTICLE 9: ASSOCIATION RIGHTS

9.1. **Rights of Access and Communication**

9.1.1. The Association shall have the right to access at reasonable times areas in which employees work. Authorized representative(s) of the Association shall have the right to transact official Association business on school property and utilize District facilities at all reasonable times provided that such activities or use do not interfere with classroom instruction or the unit member workday. Persons not members of the school staff who wish to come on the school site for Association matters during the school day shall notify the site administrator.

9.1.2. **Access To Unit Members**

Site administrators should allow UTSC representatives to meet with any unit member or members at times which do not interrupt or interfere with job responsibilities, including the times before and after classes, lunch time, and preparation periods. Also a unit member may use his/her own assigned classroom to meet with other unit members for association business, without filing a formal written request for such use, providing that provisions of the Contract are met. Problems regarding compliance with the above shall be directed to the Assistant Superintendent of Human Resources with a copy of notification to UTSC.

9.1.3. **Association Mail**

The Association shall have the right to use the District mail service and unit member mailboxes for communications to unit members without interference, censorship, or examination of such communications by the District. The Association shall send the Superintendent a copy of all general distribution communications.

The Association shall have a designated daily pick-up and delivery point.

9.1.4. **Bulletin Boards**

The Association shall have the right to post notices of activities and matters of Association concern on Association Bulletin Boards, at least one of which shall be provided in each site in areas frequented by unit members.

9.2. **Use of Facilities**

The Association shall have the right to use school buildings, sites, and equipment during all reasonable hours for meetings and other Association activities. In the event any cost accrues to the District under this provision, the Association shall reimburse the District that cost. Appropriate use of facility forms and procedures shall be followed.

9.3. **Non-Confidential Information**

Non-confidential information pertaining to unit members will be provided to the Association within 15 days of any request.

9.4. **District Committees/Advisory Groups**

9.4.1. The Association President shall be notified within 48 hours of any District committee/advisory group upon which unit members are invited to serve.

9.4.2. The Association President shall have the right to appoint one member to serve on District committees/advisory groups upon which unit members serve. The District shall provide the Associate with a list of unit members serving on current committees/advisory groups. The Association President may appoint an additional unit member to serve as a representative.

9.4.3. By the end of each September, the District shall provide the Association with a list of District committees/advisory groups upon which unit members will serve for the year. The list will be updated annually in January.

9.4.4. Upon creation of any new committee/advisory group on which unit members will serve, the District shall invite Association representation at least two weeks in advance of that committee/advisory group's first meeting.

9.5. Bargaining Team members shall be provided release time for negotiations at no loss of salary or other benefits.

9.6. The Association has the right, under the Educational Employment Relations Act, to represent bargaining unit members in their employment relations with the District. Nothing in this Agreement shall be construed as a waiver of such rights.

9.7. The Association President shall be notified should emergency services be called or a unit member is required to leave the worksite during the unit member's workday as a result of major injury or other major medical incident.

ARTICLE 10: WAIVER

The parties agree that the following procedure shall apply to schools that wish to adopt waivers of the Collective Bargaining Agreement (CBA), which shall be submitted to the Association and the District for approval. This procedure shall apply to any section of the CBA unless that section contains a separate and particular waiver provision.

10.1. Identification of the specific CBA article and contract language to be waived shall be written in every waiver.

10.2. The proposed substitute language and the waiver request must be submitted to the Association and the District for approval. Within thirty (30) calendar days of receiving a validated waiver request, the Association and the District shall render their decision. Language changes that are agreed to by the Association and the District are in effect for the period specified in the waiver, not to exceed three years.

10.2.1. A retroactive waiver request must be approved by the Association and District prior to site vote.

10.3. The change being proposed to the CBA must be reviewed and agreed to by the site faculty by a 75% secret ballot vote. The election timeline and material shall be created jointly by the UTSC Site Representative and the Site Administrator. In the case that a group smaller than the entire faculty is affected, the affected body must, by a 75% secret ballot vote, agree to the change. All ballots must be submitted to the Association and the District with the waiver request.

10.3.1. Voting Procedure

1) Conducting the actual secret ballot voting is a responsibility of the Association. UTSC will designate the site representatives who will assist with balloting.

2) Any affected member not physically present at the vote shall be given an opportunity, within 24 hours, to cast a ballot. This process will be verified by the UTSC Site Representatives.

ARTICLE 11: GRIEVANCE

11.1. **Definitions**

11.1.1. **"Grievance"** - A grievance is a claim that the aggrieved has been adversely affected by a violation, misinterpretation, misapplication, or omission of a specific provision of this Agreement. Actions to challenge or change this Agreement, or where there is a specific method of review provided by law (i.e., dismissal procedures, OSHA, DFEH and EEOC) shall not be subject to this Article.

11.1.2. **"Day"** - For the purposes of this article only, a day is any day the employee is required to report for duty.

11.1.3. **"Immediate Supervisor"** - The immediate supervisor is the lowest level administrator having immediate jurisdiction over the grievant and who has been designated by the District to adjust grievances.

11.1.4. **"Aggrieved"** - The aggrieved is an employee or group of employees making the claim. The Association may file a grievance on behalf of an employee or group of employees.

11.1.5. **"Group Grievance"** - A group grievance is a grievance which involves the same or similar factual situation and the same District management employee, provided the claim is signed or initialed by those involved in the group grievance.

11.1.6. **"Representative"** - A representative shall be a person chosen by the Association to represent the aggrieved.

11.2. **Purpose**

The purpose of this procedure is to secure, at the lowest possible administrative level, solutions to grievances. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. Both parties agree that an effort will be made to continue progress toward resolution of grievances whose timelines are interrupted by unit members' vacations. Time limits at Formal Levels 1-3 may be extended by the mutual written and signed agreement of both parties. Each extension shall not exceed 30 days. Failure to respond or appeal within the extended timeline will result in the grievance being dismissed.

11.3. **Steps of Grievance**

11.3.1. **Informal**

11.3.1.1. Within twenty (20) days of the event or within twenty (20) days of when the aggrieved could reasonably be expected to know of the event which gives rise to the grievance, the aggrieved shall meet with his/her immediate supervisor, or the appropriate district administrator if the dispute arises at the District level, and inform the administrator that the meeting is intended as an informal grievance meeting pursuant to this Article. The aggrieved may, at his/her option, request that an Association representative be present at all informal meetings.

11.3.2. **Formal**

11.3.2.1. **Level 1- Immediate Supervisor**

a) If the grievance is not settled at the informal level, the aggrieved, within ten (10) days of the informal meeting, shall submit a formal written statement of the grievance to the immediate supervisor, or the appropriate district administrator if the dispute arises at the District level, requesting a written answer. This statement shall include specific contract items/provisions in dispute, a clear, concise statement of the grievance, the circumstances involved, the decision rendered at the informal conference, the specific remedy sought, and the date of the alleged event which forms the basis for the grievance.

b) The supervisor shall issue a written decision to the grievant within ten (10) days after receiving the grievance. If the supervisor does not respond within the time limits, the grievant may appeal to the next level within 3 days after expiration of the supervisor's deadline. Within the above time limits, either party may request a conference with the other party.

11.3.2.2. **Level 2 – Superintendent or Designee**

a) If not satisfied with the decision at Level 1, or if no decision is communicated, the grievant may, within ten (10) days of receipt of the Level 1 decision, submit a written appeal of the Level 1 decision to the Superintendent or designee for review. The designee shall not be the same District administrator who was involved at Level 1 if the dispute originated at the District level.

b) The Superintendent or designee shall review the record of the prior steps and convey his/her decision to the aggrieved within ten (10) days of receipt of the Level 1 written appeal. Within the above time limits, either party may request a conference with the other party. If the grievant(s) fails to meet any of the above timelines, the grievance shall be dissolved.

11.3.2.3. **Level 3 – Mediation**

a) If the grievant is not satisfied with the disposition of the grievance or if no disposition has occurred within the timelines specified for Level 2, within ten (10) days of receipt of the Level 2 response, the grievant may submit a written request to the Association to refer the grievance to mediation. The grievant and the Association shall provide a simultaneous copy of the request to the Assistant Superintendent of Human Resources.

b) Within (10) days of the request for mediation, the District and Association shall notify one another in writing if it agrees to or waives mediation. If either party opts to waive mediation the Association may proceed directly to the arbitration level (11.3.2.4).

c) If the Association agrees to refer the grievance to mediation, and the District concurs, then the parties shall attempt to agree to a mediator. If the parties are unable to agree upon a mediator within 10 days, the Association shall request that the California State Mediation/Conciliation Service (CSMCS) assign a mediator to attempt to resolve the grievance. The Association will provide a copy of its request for assignment of a mediator to the Assistant Superintendent of Human Resources.

d) Mediation is advisory and not binding upon the parties, unless the parties reach an agreement. Any agreement reached in mediation shall be reduced to writing, signed by the parties and binding on the parties, including the grievant(s).

e) The costs of the mediator will be borne equally by the District and the Association.

f) In the event that the grievant, the Association and the Assistant Superintendent of Human Resources or her/his designee have not resolved the grievance with the assistance of the mediator within twenty (20) days from the first meeting held by the mediator, either the Association or the District may terminate mediation. If either Party or the mediator terminates mediation, the grievance may proceed to Level Four. However, the Parties may mutually agree in writing to extend the mediation timelines.

11.3.2.4. **Level 4 – Arbitration**

a) If the grievance is either not resolved in mediation or the District and/or Association elects to waive the mediation level, the Association, within ten (10) days of receipt of the notice to waive mediation or the final mediation session, may submit the grievance to final and binding arbitration. In such cases, the parties shall first attempt to select a mutually agreeable arbitrator. If they are unable to agree on an arbitrator, the Association shall request a list of arbitrators from the California State Mediation and Conciliation Service.

b) Representatives of the Association and the District's representative shall select the arbitrator from the list by eliminating names until one name remains. The first option of elimination shall alternate. The one remaining name shall be the arbitrator. The process of striking names shall occur within ten (10) days of the receipt of the list by both parties.

c) Once the arbitrator has been selected, hearings shall commence at the convenience of the arbitrator. Hearings shall be confined to working days, unless mutually agreed otherwise.

d) The arbitrator shall conduct the hearing in accordance with the voluntary arbitration rules of the American Arbitration Association and the provisions of this procedure. The arbitrator's award shall be final and binding on both parties.

e) If any question arises as to the arbitrability of the grievance, such questions will be ruled upon by the arbitrator at the time the

grievance is heard. The arbitrator shall have no authority to add to, subtract from, or modify the terms of this Agreement, and the arbitrator shall interpret this Agreement in accordance with accepted arbitral standards of contractual interpretation.

f) If any party requests a transcript of the proceedings, that party shall bear the full cost for that transcript. If both parties request one transcript, the cost of the transcript shall be divided equally between the District and the Association.

g) The arbitrator's decision will be in writing and will set forth the arbitrator's findings of fact, reasoning and conclusions of the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this Agreement. A copy of the award will be submitted to the Superintendent, the aggrieved, and the Association.

h) All costs for the services of the arbitrator, including, but not limited to, per diem expenses, the arbitrator's travel and subsistence expenses, and the cost of any hearing room will be borne equally by the District and the Association. All other costs will be borne by the party incurring them.

i) Upon mutual agreement of the District and the Association, the arbitration may proceed under expedited rules of the American Arbitration Association and notice of such agreement shall accompany the request for a list of arbitrators.

11.4. **General Provisions**

11.4.1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time specified, however, may be extended by mutual consent.

11.4.2. In the event a grievance is filed at such time that it cannot be processed through all levels of the procedure by the last working day of the school year, the time limits set forth herein will be reduced upon mutual agreement, so that

the procedure may be completed prior to the end of the school year, or as soon thereafter as it is practicable.

11.4.3. A unit member may represent him or herself through Level 2 or be represented by the Association.

11.4.4. If the act or omission which is the basis of the grievance occurs at a Level above the immediate supervisor, the grievance may be initiated at Level 2.

11.4.5. Forms for filing grievances shall be available at the District Office, the Association Office, and on both the District and UTSC websites.

11.4.6. The parties in interest agree to make available to each other all pertinent information not privileged under law in its possession or control and which is relevant to the issues raised by the grievance.

11.4.7. A decision rendered at any level shall be considered final unless an appeal is submitted within the time limit specified. If a decision is not given to the aggrieved within the time limit, an appeal may be taken to the next level. When the aggrieved is not represented by the Association, the Association shall be informed of the decision and have the right to present in writing its views on the grievance at all steps of the procedure.

11.4.8. No party shall take reprisals affecting employment status of any member of the unit, party in interest, any Association representative, or any other participant in the procedure by reason of such participation.

11.4.9. Any record(s) pertaining to a grievance shall be kept in a file separate from the aggrieved's official District personnel file.

11.4.10. When it is necessary for a representative designated by the Association to attend a hearing during the day, the representative will, upon notice to the representative's principal or immediate supervisor by the President or designee of the Association, be released without loss of pay to participate in the foregoing activities. Any member of the unit who is requested to appear in such hearings as a witness shall be accorded the same right.

11.4.11. If the Association and the Superintendent or the Superintendent's designee agree in writing, the grievance may be brought directly to arbitration.

ARTICLE 12: EVALUATIONS (See Evaluation Handbook for additional information and forms)

12.1. **Philosophy**

The Evaluation Process is a collaborative endeavor between unit members and administrators designed to provide goal setting and self-reflection in order to facilitate growth, improvement and risk taking in educational practices. Effective, meaningful evaluation enhances student learning as measured by professional standards. Evaluation must be acknowledged as a continual process to encourage life-long learning, promote professional growth and foster student success.

12.2. **Evaluation Process**

12.2.1. A "day" for purposes of this Article means a work day that the unit member is required to report to work.

12.2.2. The evaluator shall be the unit member's immediate supervisor and/or any other management employee designated by the District who supervises the unit member and has knowledge of the Standards or Framework of Skills and Abilities applicable to the unit member being evaluated.

12.2.2.1. A non-permanent secondary unit member teaching an elective class they have not previously taught shall not be evaluated on CSTP Domain 3 (Understanding and Organizing Subject Matter for Student Learning) nor CSTP Domain 4.5 (Planning and Instruction, specifically: "adapting instructional plans and curricular materials to meet the assessed learning needs of all students") with regard to that elective class.

12.2.3. All bargaining unit members shall receive notice identifying the evaluation cycle and evaluator, not later than September 15 of the year in which the member is to be evaluated.

12.2.4. By October 1 for temporary and probationary unit members, and October 15 for permanent unit members, the evaluator and unit member will meet to set goals, determine needs to successfully complete these goals and set a tentative schedule for formal observations or components of the alternative evaluation.

12.2.5. Permanent unit members whose previous evaluation was deemed "meets standards," may, with the agreement of the evaluator, elect to participate in an Alternative Evaluation.

12.2.6. Each permanent unit member shall be evaluated on a continuing basis. Permanent unit members performing satisfactorily shall be formally evaluated at least once every two years, unless qualifying for and participating in the up to five year evaluation cycle.

12.2.6.1. Permanent unit members who have been employed for at least ten (10) years with the school district, and whose most recent evaluation was deemed "meets standards," may, with mutual agreement of the supervisor, be evaluated at least every five years. Either party may withdraw their consent and require a return to the "at least once every two years" evaluation cycle. An agreement to extend the evaluation cycle must be documented on the District form and submitted to the Human Resources Department to be placed in the unit member's personnel file.

12.2.7. Permanent unit members shall be formally observed at least once during the evaluation year, but not later than January 15.

12.2.8. Probationary and temporary unit members shall be formally observed at least twice a year, the first by November 15, and the second by February 1.

12.2.9. The formal observation shall include a pre-observation meeting, within five (5) days of the observation, the actual observation, and a post-observation meeting, occurring not later than five (5) days after the observation. These dates and meetings shall only be changed by mutual agreement.

12.2.10. Informal observations shall occur at least once each evaluation year for permanent unit members and twice for temporary and probationary employees.

12.3. **Areas of Evaluation**

The District shall evaluate and assess certificated unit members' performance as it reasonably relates to the California Standards for the Teaching Profession.

12.4. **Final Evaluation Summary**

Temporary and Probationary unit members shall receive their Final Evaluation Summary by February 15. Permanent unit members shall receive their Final Evaluation Summary not later than thirty (30) calendar days before the last school day scheduled on the school calendar adopted by the governing board for the school year in which the evaluation takes place.

12.5. **"Progress Not Satisfactory" Evaluation in a Domain, with an overall satisfactory evaluation—Permanent Unit Members**

If a permanent unit member receives "Progress Not Satisfactory" in any domain on the Final Evaluation Summary, the evaluator shall develop a Performance Assistance Plan in that domain for the subsequent year. The unit member shall have the opportunity to participate in the development of the Performance Assistance Plan.

12.6. **Overall "Unsatisfactory" Evaluation - Permanent**

12.6.1. A permanent unit member who receives an overall "Unsatisfactory" rating on their Final Evaluation Summary shall be given an "improvement" plan, by their evaluator, that specifically addresses the areas which have been assessed to be unsatisfactory.

12.6.2. If the evaluator determines that the unit member's overall performance is unsatisfactory, the evaluator shall notify the unit member by April 15. The unit member may request that another administrator conduct an observation before the final evaluation is issued. A permanent bargaining unit member who receives an overall "unsatisfactory" rating on their Final Evaluation Summary shall be referred to the Professional Support Program, for peer assistance in the subsequent year (see Article 13 -Professional Support Program). The member shall be formally evaluated in the subsequent year.

12.6.2.1. A member who receives an overall unsatisfactory rating on their Final Evaluation Summary may request additional observations by someone other than the designated evaluator as part of the subsequent year evaluation process.

12.6.3. Upon receiving a "meets standards" evaluation during the Professional Support Program year, the unit member will return to the at least every two years evaluation cycle.

12.7. All bargaining unit members may respond in writing to any evaluation documents placed in their personnel files. These responses shall become a permanent attachment to the evaluation in the file.

UTSC and the District agree to create a subcommittee of UTSC members designated by UTSC leadership and District administration to review and update the Certificated Evaluation Handbook. The updated Certificated Evaluation Handbook shall be completed no later than May 30, 2025.

ARTICLE 13: PROFESSIONAL SUPPORT PROGRAM

Philosophy

Along with the Induction program for new hires, the Professional Support Program (PSP), provides access for permanent and probationary unit members who are not eligible for the Induction programs to peer support and other types of professional support. The PSP is available to unit members who request to participate as well as those who are referred. In all cases, the PSP is aimed at enhancing the member's skills, proficiencies and talents.

13.1. **Types of Support**

13.1.1. New (to the Profession) Teacher—support is automatically provided through the Induction programs (see Article 14).

13.1.2. Self-referred/Voluntary—specific professional support is requested by a unit member.

13.1.3. Recommended/Voluntary—support is recommended by the evaluator, or if the unit member is not on the evaluation cycle, by the unit member's supervisor, based upon their belief that the unit member would benefit from participation in the program. The unit member has the right to decline the recommendation.

13.1.4. Referred—support is required as a result of receiving an overall unsatisfactory rating on the Final Evaluation and will include a Support coach.

13.2. Elements of Support—The Program Participant and Evaluator/Supervisor, and Coach if appropriate, shall develop a Support Plan that shall be based on the participant's self-assessment and reflection, and may include, but is not limited to, the following:

13.2.1. Goal setting

13.2.2. Support Coach

13.2.3. Demonstration teaching

13.2.4. Calendar of support/timelines

13.2.5. Observation, professional development, team-teaching

13.2.6. Informal feedback

13.2.7. Reflection journal

13.3. **Professional Support Program Committee**

13.3.1. The PSP committee shall include the Assistant Superintendent of Human Resources or designee and the UTSC President or designee, and a third party if

the Assistant Superintendent and President agree this is necessary. The PSP's responsibilities are as follows:

13.3.1.1. Establish a list of qualified support coaches, to include individuals who have been trained in the designated coaching program.

13.3.1.2. Review and approve, deny or require modifications to Referred Participants' Support Plan, and assign support coaches to Referred Participants. This committee shall meet as needed to allow for plans to be approved and implemented quickly and efficiently.

13.3.1.3. Designate a support coach training program.

13.3.2. Decisions of the PSP committee shall not be subject to the grievance procedure.

13.4. **Support Coaches**

13.4.1. Permanent unit members and retirees who have at least five years of teaching experience and who have been designated by a District administrator as having expertise sufficient to provide support for unit members, and who agree to serve as such, shall be placed in the pool of potential Support Coaches.

13.4.2. If selected to support a self-referred or recommended Voluntary participant, the Support Coach shall be eligible to receive the instructional hourly rate, identified in App. B, for all extra hours of support. A support coach may support up to two self-referred or recommended participants at a time.

13.4.3. Support coaches who are selected to support a referred participant must have completed the designated coach training program. These Support Coaches shall be eligible to receive the PSP stipend in App. B. Generally, a support coach will support one referred participant at a time.

13.5. **Self-referred and Recommended Voluntary Participants**

13.5.1. Self-referred participants may access the PSP by submitting a request to the principal on the Request for PSP form. The supervisor or evaluator may recommend that a unit member volunteer to participate in the PSP.

13.5.1.1. In either case, both the unit member and the evaluator or supervisor must indicate their agreement to participate on the PSP form. If both agree, they shall develop a written Voluntary Support Plan. (See below.) The Voluntary Support Plan is not subject to other approval.

13.5.1.2. If the Support Plan includes a support coach, the Principal shall submit the request to the Assistant Superintendent of Human Resources. If the Support Plan requests a specific support coach, the Assistant Superintendent shall consider the request and notify the principal/supervisor and participant of the assigned coach as soon as practical, generally within 10 workdays of the application. If a support coach is part of the Support Plan but a specific coach was not requested, the Assistant Superintendent shall consider the list of qualified coaches and recommend a pairing.

13.5.2. Voluntary Support Plan: The participant, principal/supervisor, and support coach if one has been requested, shall complete the elements of the support plan, activities, observations and timelines. An estimate of costs shall be submitted to the principal for any activities that involve a cost to the district, such as extra time for the coach, professional development opportunities, release time, sub coverage and materials. The principal must give written approval for the cost-related elements before any costs are incurred.

13.5.3. The final Voluntary Support Plan must be agreed upon by the participant, evaluator/supervisor, and support coach if one is assigned, and in no case shall the plan continue longer or cost more than originally approved without the express written agreement of all parties - participant, support coach and evaluator/supervisor.

13.6. **Referred Participant**

Unit members who have received an overall "unsatisfactory" rating on their final evaluation shall participate in the Professional Support Program in the subsequent year.

13.6.1. Upon receipt of an overall unsatisfactory final evaluation, the evaluator shall develop an "improvement" plan pursuant to Article 12, and refer the unit member to the PSP committee for assignment of a support coach for the unit member/participant. As soon thereafter as possible, but not later than the beginning of the subsequent school year, the participant, coach and evaluator shall create a support plan that meets the identified areas of need from the improvement plan. The improvement plan and the Support Plan shall be logically related and reflective of one another, and include periodic opportunities for the parties to confer regarding progress on each plan. The

Referred Support Plan shall be submitted to the PSP committee for final approval of the elements of the Support Plan, including costs, not later than October 15.

13.6.1.1. The participant shall have input into the selection of the support coach in order to facilitate the greatest opportunities for a successful relationship between the participant and the support coach.

13.6.2. The coach and participant must obtain the evaluator's written approval before incurring any costs related to the Support Plan.

13.6.3. At the completion of the subsequent year's evaluation cycle, the evaluator may determine to return the participant to the regular evaluation cycle, implement a second year of support, or simply submit the results of the improvement plan performance to the District.

ARTICLE 14: INDUCTION

14.1. **Induction**

14.1.1. Is a program for training beginning teachers on the requisite skills, knowledge, and abilities for good teaching.

14.1.2. Supports participating teachers to enable them to meet the competencies described in the California Standards for the Teaching Profession.

14.1.3. Uses embedded performance assessments to provide helpful feedback to beginning teachers and their Support Providers.

14.1.4. Is not to be used for employment related-evaluation, as condition of employment, or as a basis for terminating employment.

14.1.5. Is required for certification.

14.2. **Definitions**

14.2.1. **"Induction Coordinator"** — A unit member, assigned by the District, to coordinate the Induction Program.

14.2.2. **"Induction Advisory Committee"** — The Induction Advisory Committee will consist of the Induction Coordinators and others approved by the PSP Committee.

14.2.3. **"Beginning Teacher"** - Any unit member having probationary or temporary status, or any teaching intern participating in a program established according to Education Code Sections 44279.1 et seq.

14.2.4. **"Participating Teacher" (PT)** - A unit member who participates in the Induction Program.

14.2.5. **"Support Provider" (SP)** — A permanent or retired unit member who is selected by the Induction Committee to provide beginning/induction support to any beginning teacher having probationary or temporary status, or any District intern following the intern's having earned a preliminary credential and fewer than two years teaching experience.

14.3. **The Induction Advisory Committee**

The Induction Advisory Committee shall be responsible for:

14.3.1. Establishing a job description for the Support Providers.

14.3.2. Establishing procedures for selecting Support Providers.

14.3.3. Establishing procedures for posting openings for Support Providers in the Department of Human Resources.

14.3.4. Selecting Support Providers after interviews and when appropriate, classroom observations of candidates,

14.3.5. Reviewing of assignments of Support Providers where needed.

14.3.6. Forwarding the candidates' names to the Association and the Superintendent.

14.3.7. Assuring that all applications and references shall be treated with confidentiality.

14.3.8. Assuring the training for Support Providers, committee members and participating teachers.

14.3.8.1. Training will consist of but may not be limited to:

- Mentoring
- Adult Learning Theory
- Induction Standards
- California Standards for the Teaching Profession (CSTPs)
- Appropriate use of Formative Assessment

14.3.9. Establishing procedures for reviewing the effectiveness of the Support Providers.

14.4. **Support Providers**

14.4.1. The qualifications for a Support Provider are:

14.4.1.1. To be a permanent or retired unit member with at least five (5) years of relevant experience within the preceding ten (10) years.

14.4.1.2. To be exemplary in teaching ability in the areas of subject matter knowledge, teaching strategies and classroom management, (Domains One (1) through Five (5)).

14.4.1.3. To be able to demonstrate the ability to work cooperatively and effectively with other teachers and administrators.

14.4.2. Each applicant for a Support Provider position shall be required to submit a completed application, which shall include at least three (3) names of individuals who have direct knowledge of the applicant's abilities for the position. A reference from a current or former supervisor is preferred but not required.

14.4.3. The Support Providers shall be required to attend training programs designed to prepare them for their role. This training will take place in a combination of released time and after-school time.

14.4.4. The Support Provider's term shall be two (2) years, and they may reapply.

14.4.5. The Support Provider may also be provided release time to work with participating unit members.

14.4.6. The Support Provider shall follow the established procedures of BTSA in requesting an assignment change.

14.4.7. The Support Provider may apply to the Induction Advisory Committee for funds for their consultee.

14.4.8. The Support Provider shall be paid a stipend (Appendix B).

14.5. **Support Provider Case Load**

The case load for Support Providers shall be no more than:

14.5.1. Three (3) Induction Participants, if the Support Provider is a full-time classroom unit member.

14.5.2. Four (4) Induction Participants, if the Support Provider is a part-time classroom unit member and/or TOSA or retiree.

14.6. **Participating Unit Members**

14.6.1. A Support Provider shall be assigned to provide assistance for unit members who are eligible only during their first two years in the District.

14.6.2. The Support Provider and the Evaluator(s) shall coordinate the assistance plan that will be provided to the participating bargaining unit member.

14.7. **Records**

14.7.1. All documents and information relating to the participation in this Program will be regarded as a personnel matter and subject to the personnel record exemption of the California Public Records Act. (Government Code Section 6250, et seq.)

14.7.2. The annual evaluation of the Program's impact, excluding any information on identifiable individuals, shall be subject to disclosure under the Public Records Act.

14.7.3. All parts of the selection process for Support Providers will be treated as confidential and will not be disclosed except as required by law.

14.7.4. All the documents for the Program will be filed by the Human Resources Department separately from the individual personnel records.

14.8. **Other Provisions**

14.8.1. Unit members who function as Induction Advisory Committee members or Support Providers under this document shall not be considered either management or supervisory employees as defined by Government Code Section 3540.1(g) and (m).

14.8.2. Unit members who perform functions as Induction Advisory Committee members or Support Providers under this document shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to Division 3.6 (commencing with Section 810) of Title 1 of the California Government Code.

ARTICLE 15: DISCIPLINE

15.1. Unit members may be disciplined only for just cause. For reference only, see Appendix E, Progressive Discipline.

15.2. The District may discipline the unit member, up to suspension without pay of up to 15 working days.

15.3. Should the District believe the infraction may warrant a suspension without pay, the District shall notify the Association within two (2) working days after the notification to the unit member of the recommended suspension without pay. The unit member may opt out of this notification.

15.4. Prior to imposing a suspension without pay, the Superintendent of Designee shall provide the unit member a written statement containing the following:

a) The act(s) or infraction(s) upon which the recommended suspension is based;

b) Where applicable, a statement of the rules, regulations or statutes which the bargaining unit member is alleged to have violated; and

c) The proposed length of the unpaid suspension.

15.4.1 The Superintendent or Designee shall request a meeting with the unit member, and, where appropriate, the Association representative. The purpose of the meeting is to discuss the recommendation, and reasons therein, and provide the unit member an opportunity to respond. The Superintendent or Designee may conduct further inquiry and schedule additional meetings regarding the reason for suspension based on the unit member's response.

15.5. Should the Superintendent or designee determine the facts warrant a suspension, the unit member may be suspended without pay for up to fifteen (15) days.

15.6. Any dispute concerning a suspension without pay is subject to the provisions of Article 11, Grievance Procedure. Otherwise the Article is not subject to the Grievance Procedure.

15.7. Information or proceedings regarding discipline shall be kept as confidential as possible.

ARTICLE 16: PERSONNEL FILES

16.1. The District shall maintain unit members' official personnel files in the Human Resources Department.

16.2. Material in a unit member's personnel file, except as mandated by law, shall be made available for inspection by the unit member and appropriate management personnel of the district and designees to review and/or copy. Unit members may provide written authorization for a designee to review the unit member's file, and/or may have a representative accompany the unit member in his/her review of the file.

16.3. Information of a derogatory nature, shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. A unit member shall have the right to enter and have attached to any such derogatory statement his/her own comments thereon. Such review shall take place during the normal business hours of the district.

16.4. Material of a derogatory nature placed in a unit member's personnel file shall be dated and signed by the person who wrote it. Material of a derogatory nature shall not be placed in a unit member's file unless it is supported by a dated document which was issued to the unit member within thirty (30) days after the completion of the investigation into the incident or after a post-investigation meeting with the unit member, whichever is later.

16.5. The contents of all personnel files shall be kept in strictest confidence. Access authorization shall be limited by section 16.2 above. The district shall keep an electronic log indicating the person(s) who examine a personnel file as well as the date(s) of the examination. Excluded from the electronic log requirement are Human Resources Office staff, an individual who has access pursuant to a privileged relationship, and an individual with whom the District has contracted to investigate a complaint, unfair labor practice or other charge filed by the unit member. The log shall be available for examination by the unit member or his/her authorized association representative.

16.6. Previous behavior may only be referenced if it is documented in the personnel file as indicated above in 16.4.

ARTICLE 17: WORK DAY/WORK YEAR

17.1. **Contractual Work Days (Calendar)**

The calendar for the following year shall be mutually agreed to by the District and the Association by January of each year. Except provided for herein, the unit member work year shall be 188 days.

17.1.1. 180 student instructional days

17.1.2. One (1) day at the beginning of each school year shall be for the District orientation, site staff meetings and/or staff development training.

17.1.3. Two (2) days at the beginning of each school year shall be the unit member workdays. These workdays shall be for the unit member to work in their classroom to prepare for the opening of school. Meetings shall not be called on these workdays.

17.1.4. Unit members shall not be required to meet with students on the two workdays, with the exception of Counselors, Nurses, Psychologists, Speech-Language Pathologists and unit members assigned to the Continuation High School.

17.1.5. Five (5) days are for staff development/training. One of those days shall be for site based staff development/training.

17.2. **Additional Work Days**

17.2.1. New Certificated Staff – two (2) additional workdays at the beginning of the school year shall be for unit members in their first year of employment in a certificated position in the District.

17.2.1.1. These days shall be used for the following purposes: orientation and training on current programs, including but not limited to, curriculum, classroom management, Specialist onboarding, and essential systems (e.g.: Aeries, SIRAS).

17.2.1.2. For purposes of this section, "first year of employment" includes unit members returning to a classroom teaching position after serving in a non-classroom teaching position.

17.2.1.3. All unit members described in this section 17.2.1 shall receive their per diem rate of pay for each full Certificated Staff Day they attend.

17.2.2. Middle and High School Counselors work year shall be 198 days (See attached schedule). In addition, by mutual agreement between the Counselor and site

administrator, a counselor may exchange up to five (5) days during the regular work year for days worked beyond their regular work year.

17.2.3. Librarians work year shall be 190 days (See Salary Schedule). In addition, by mutual agreement between the Librarian and the site administrator, a librarian may exchange up to one (1) day during the regular work year for a day worked beyond their regular work year.

17.2.4. Psychologists' work year shall be 198 days (See Salary Schedule).

17.2.5. Nurses may work up to five (5) additional days beyond their contracted work year at their per diem rate. These days shall be mutually agreed upon with their affected supervisor(s).

17.2.6. Teachers on Special Assignment (TOSA) who work three (3) full non-contractual days may exchange those three (3) days during the regular contractual work year. These days shall be mutually agreed upon with their affected supervisor(s).

17.2.7. The Health Specialist may work ten (10) additional days beyond their contracted work year at their per diem rate. These days shall be mutually agreed upon with the affected supervisor(s).

17.2.8. New Teacher Coordinator(s) may work ten (10) days beyond their contracted work year at their per diem rate. These days shall be mutually agreed upon with their affected supervisor(s). The hours which are mutually agreed to be worked beyond the ten (10) contracted days shall be compensated at the non-instructional rate specified in Appendix B.

17.2.9. Vocational Specialists may work ten (10) days beyond their contracted work year at their per diem rate. These days shall be mutually agreed upon with the affected supervisor(s).

17.3. **Work Day**

17.3.1. Elementary unit members shall be present on site twenty (20) minutes before and after the site instructional day.

17.3.2. Secondary unit members shall be present on site twenty (20) minutes before and after their assigned instructional day.

17.3.3. Consistent with 17.3.1 & 17.3.2, unit members are required to be present in their respective room or office and to open it for admission of the pupils at such time as directed by the principal of the school to which they are assigned.

The requirement for unit members to be at school twenty (20) minutes before or after class may be fully or partially allocated to the beginning or end of the unit member's workday with the agreement of the unit member and site administrator.

17.4. **District Meetings/Trainings**

17.4.1. Agendas for regularly scheduled meetings shall be provided to all unit members no later than twenty-four (24) hours prior to the meeting. Opportunity shall be provided for unit members to give input.

17.4.2. District meetings/trainings shall not exceed ninety (90) minutes per meeting.

17.4.3. Unit members who are pre-approved by district or site administration to attend District meetings/trainings that are held outside of their work day/work year shall be compensated at the non-instructional rate. Specific invitations sent to members from any District Office department shall be considered pre-approved.

17.4.4. Any voluntary meetings held by the District or site administration during unit members weekend or holiday shall be compensated at the non-instructional rate. Attendance is at the sole discretion of the member.

17.4.5. District meetings/trainings that are outside the unit member's work day shall be voluntary unless they are part of the unit member's adjunct duties. This does not include the three District wide Wednesday elementary professional development days and the three common Middle School professional development days.

17.4.6. Unit members shall be excused from District and site meetings held on Monday if they are representatives to professional association meetings (UTSC Board of Directors or Representative Council). Site administrators shall not call meetings beyond the workday on Monday (except in the case of emergencies) so that UTSC representatives or board members do not miss out on important school business. Site and District administrators shall provide UTSC with a schedule of planned meetings no later than the first instructional day of the regular school year. The District shall not call meetings beyond the work day on Mondays except in the case of emergencies. UTSC shall provide a calendar of its meetings no later than July 1 preceding the new school year.

17.5. **Professional Responsibilities**

17.5.1. The following duties shall be deemed professional responsibilities: Faculty Meetings, Back to School nights, Open House, parent conferences and meetings regarding specific students. Faculty meetings, collaborative student data analysis, and district meetings/trainings that take place within the workday shall be included as professional responsibilities.

17.5.1.1. General education teachers shall be paid at the non-instructional rate for attendance at IEP and 504 meetings that extend beyond one hour after the teacher workday. A teacher shall notify the site administrator within 24 hours of when the notice of the meeting was issued if they have an unavoidable conflict and are unable to attend the meeting after the workday. The teacher and site administrator shall attempt to resolve the conflict or reschedule the meeting. If neither is possible, then the teacher shall be relieved of attending the meeting.

17.5.2. The District shall make a conscientious effort to avoid scheduling after-school activities (such as dances, athletic contests, back-to-school nights, open house, etc.) on afternoons and/or evenings of major religious observances. If such an event is scheduled on such a date, no bargaining unit member will be required either to attend or to perform any duties related to the event, if the religious observance is part of their personal religious commitment and affiliation, and such requirement interferes or conflicts with their participation in activities directly related to the religious observance.

17.5.3. Secondary certificated teachers shall be required to update their grades at least every twenty (20) school days via the District approved gradebook program. Extenuating circumstances (including, but not limited to, technological malfunctions, extended illness, leaves of absence, etc.) which prevent timely compliance, shall not constitute a violation of this section (17.5.3).

17.6. **Collaboration Pilot Program**

The additions and changes to Article 17 are part of a Pilot Program to promote formalized collaboration between unit members. The changes are effective for the 2025-2026 school year and expire on June 30, 2026, unless the parties agree to continue.

17.6.1. For purposes of this section,

- "Schedule" shall include
  - dates,
  - start/end times,
  - early release days, late start days, Wednesdays,
  - days used for Collaboration or staff meetings.
- "Focus" refers to the overall themes and topics of the meeting agendas. For example, math, literacy, and/or student engagement. First priority will be given to district-directed focus and thereafter site-directed focus.
- "Collaboration" includes but is not limited to: collaborative curriculum/instructional planning time; goal setting; collaborative data analysis; assessment development; professional learning, in a variety of configurations: team, department, grade level and staff, problem solving teams /cycle of inquiry, PLCs.

17.6.2. **Elementary, Middle, High School Collaboration/Minimum Days/Late Start Voting Process**

17.6.2.1. Site Leadership Teams shall meet to discuss and agree upon the schedule and focus.

17.6.2.1.1. For middle schools, Department Chair/Team Leaders/Committee Leaders will also participate in this meeting.

17.6.2.1.2. For high schools, the Department Chairs shall participate in this meeting(s).

17.6.2.2. By May 1 of the preceding school year, the Site Representative(s) shall conduct a vote for the proposed Collaboration/Minimum Days/Late Start schedule for the subsequent school year. The proposed schedule shall be reviewed and approved by 75% of the affected unit members at the site who participate in the vote. The details of the agreement shall be documented in a one-page summary signed by Site Administration and the Site Representative(s) and sent to Human Resources and the Association within 2 weeks of the completion of the vote.

17.6.2.3. By May 1 of the preceding school year, the Site Representative(s) shall conduct a vote for the proposed focus of Collaboration/Minimum Days/Late Start for the subsequent school year. The proposed focus shall be reviewed and approved by 75% of the affected unit members at the site who participate in the vote. The details of the agreement shall be documented in a one-page summary signed by Site Administration and the Site Representative(s) and sent to Human Resources and the Association within 2 weeks of the completion of the vote.

17.6.2.4. Any changes to the schedule or focus shall be reviewed and approved by 75% of the affected unit members at the site who participate in the vote. This vote shall take place at least a week before the change is to be scheduled. The details of the agreement shall be documented in a one-page summary signed by Site Administration and the Site Representative(s) and sent to Human Resources and the Association within 2 weeks of the completion of the vote.

17.6.2.4.1. In the event that a District mandatory training must be scheduled, and an outside trainer is unable to accommodate the agreed-upon schedule, in consultation with the Site Representative(s) the administrator may switch one type of meeting for another, without the requirement of a vote.

17.6.2.5. If 75% approval vote is not secured by the end of the first full week of school, the Site Leadership team shall meet and agree upon the schedule and/or focus. Following this agreement, an alternate plan shall be submitted and a revote taken with a 60% approval of affected unit members at the site participating in the vote. This cycle shall continue until a 60% approval is reached. The details of the agreement shall be documented in a one-page summary signed by Site Administration and Site Representative(s) and sent to Human Resources and the Association within 2 weeks of the completion of the vote.

17.6.2.6. The collaboration schedule and focus shall be shared with the staff by the end of the third full week of school.

17.6.3. **<u>Elementary Instructional Day (part of pilot)</u>**

17.6.3.1. The maximum length of the instructional day for grade TK shall not exceed 256 minutes on regular days and 231 minutes on minimum days.

17.6.3.2. The maximum length of the instructional day for grades K-2 shall not exceed 296 minutes on regular days and 247 minutes on minimum days.

17.6.3.3. For Transition Kindergarten and Kindergarten, the first three (3) calendar weeks of the school year shall be approximately 200 minutes each day.

17.6.3.4. The length of the instructional days for grades 3-5 shall not exceed 321 minutes on regular days and 247 minutes on minimum days.

17.6.3.5. Collaboration time shall be provided to allow for a systematic process, in which people work together, interdependently, to analyze and impact professional practice in order to improve student learning.

17.6.3.6. Each elementary school shall have a short Wednesday schedule.

17.6.3.6.1. Ten (10) Wednesdays per year shall be used for site staff meetings/professional development;

17.6.3.6.2. Five (5) Wednesdays per year shall be used as site directed collaboration days (school level, grade level, cross grade level);

17.6.3.6.3. Three (3) Wednesdays per year shall be used as teacher directed (teacher led) collaboration (grade level, cross grade level, staff).

17.6.3.6.4. These 18 days (referenced above) shall end at the regularly scheduled work day (20 minutes after the last bell on a regular school day), except in the case of staff meetings in which they shall not exceed ninety (90) minutes according to 17.9.1. Staff meetings shall end no later than 3:30 p.m.

17.6.3.6.5. Three of the ten (10) site staff meetings/professional development Wednesdays may be used for district grade level meetings, professional development and growth, collaboration, and scoring PBAs. These three district meetings shall be scheduled for ninety (90) minutes and end by 3:30 p.m.

17.6.3.6.6. Site Leadership Teams shall meet to discuss and agree upon the schedule and focus of the five (5) Collaboration Wednesdays in accordance with Article 17.6. Collaboration Pilot Program. The Collaboration Wednesday schedule for the subsequent school year shall be reviewed and agreed upon by 75% of the affected unit members at the site by May 1 of the preceding school year. The details of the agreement shall be documented in a one-page summary signed by the site

administration and site representative(s) after the completion of the vote and sent to Human Resources and the Association.

17.6.3.6.7. The time on other Wednesdays between the end of the site instructional day and regularly scheduled work days are planning/preparation periods or may be spent voluntarily on other activities, including but not limited to, IEPs, 504s, collaboration, etc. During the planning/preparation period, unit members shall be required to participate in school-related work as determined by the unit member.

17.6.3.6.8. Wednesdays not designated for staff meetings or district PD shall end at the site work day.

17.6.3.6.9. Each elementary classroom teacher grades K-5, shall be provided one (1) 50 minute period of site directed collaboration time (school level, grade level, cross grade level); per month during the instructional day.

17.7. **Elementary Minimum/Late Start Days**

17.7.1. Elementary schools shall have up to twelve (12) minimum/late start days in addition to the short Wednesdays. Five (5) minimum days shall be used for parent-teacher conferences. The remaining seven (7) days shall be used for other school events and/or staff development/collaboration time as follows:

17.7.1.1. Two (2) days shall be for report cards

17.7.1.2. One (1) day before the December break

17.7.1.3. One (1) day for the last day of school

17.7.1.4. Three (3) days to be determined by the staff

17.7.2 If there are no scheduled meetings on these days, teachers may leave at the end of the site's instructional day. The dates for minimum/late start days shall be approved by 75% of the affected unit members. Voting shall be by secret ballot. The details of the agreement shall be documented in a one-page summary signed by site administration and site representative(s) after the completion of the vote, and sent to Human Resources and the Association.

17.8. **Elementary Preparation Time**

17.8.1. Each primary grade elementary classroom teacher grades TK-2, shall be provided a minimum of one hundred (100) minutes preparation time during the school week.

17.8.1.1. At least fifty (50) minutes of this time shall be scheduled within the unit members' site workday, which includes twenty (20) minutes before school, twenty-five (25) minutes after the primary grade dismissal bell, and twenty (20) minutes after the upper grade dismissal bell. Unit members shall not be assigned any instructional or supervision duties during the planning/preparation time.

17.8.1.2. For at least 32 weeks per year, the District shall provide each elementary school teacher K-2, fifty (50) minutes of prep, per week, unless adjusted for field trips, minimum days and testing schedules. This prep time shall be scheduled within the instructional day for students. Unit members shall not be assigned any instructional or supervision duties during this planning/preparation time.

17.8.1.3. The time after TK dismissal constitutes TK preparation time and shall not be used for any additional duties aside from collaboration, planning, preparation, student cycle of inquiry, SST, IEPs or 504s, except for regular student dismissal (effective August 1, 2025).

17.8.2. For any week in which there are at least four (4) student instructional days, the District shall provide each upper grade, 3-5, elementary classroom teacher an average of one hundred (100) minutes per week of preparation time during the school year, unless adjusted for field trips, minimum days and testing schedules. This preparation time shall be scheduled within the instructional day for students. Unit members shall not be assigned any instructional or supervision duties during their planning/preparation time.

17.8.2.1. In order to meet the commitment to provide the elementary preparation time provided for herein, if the elementary preparation time is provided by physical education (P.E.) teachers, those P.E. prep teachers shall receive two (2) fifty (50) minute preparation periods per five day week.

17.8.2.2. If assigned to one school, elementary P.E. prep teachers shall perform other duties required of classroom teachers at the school such as supervision and adjunct duties.

17.8.3. Classroom teachers grades 1 to 5 shall ensure that students receive 200 minutes of physical education instruction every 10 consecutive school days. If some

physical education instruction is provided by a credentialed physical education teacher, the regular classroom teacher shall provide the remainder.

17.9. **Elementary Faculty Meetings (part of pilot)**

17.9.1. Faculty meetings shall not exceed fifteen (15) hours per year, inclusive of the meetings in 17.6.3.5.4. Each faculty meeting shall not exceed ninety (90) minutes.

17.9.2. Agendas for regularly scheduled meetings shall be provided to all unit members no later than twenty-four (24) hours prior to the meeting. Opportunity shall be provided at each faculty meeting for unit members to give input.

17.10. **Elementary Adjunct Duties**

17.10.1. The site administrator and unit members representing each grade level shall prepare a master list of all adjunct duties and the estimated time required to perform each duty by the end of the second full week of school.

17.10.2. The adjunct duties shall be weighted and equitably apportioned among unit members at the site. Unit members who are assigned to more than one site shall not be assigned adjunct duties.

17.10.3. Teachers shall not be required to participate in more than ten (10) hours of adjunct duties per school year.

17.10.4. Nothing in this Article shall preclude any bargaining unit member from voluntary participation in school-related activities that they deem appropriate.

17.11. **Elementary Adjunct Duty Assignment Procedure**

17.11.1. By the end of the third full week of school, the unit members shall sign up for their ten (10) hours of duties from the master list.

17.11.2. After this initial sign-up period, the site administrator may assign, on an equitable basis, duties to those unit members who have not selected their ten (10) hours of duties.

17.11.3. The proposed schedule of duties for the year shall be published and distributed to each unit member. Hours shall be scheduled and so arranged as to be equitable between unit members.

17.11.4. A unit member absent from their assigned duty may be reassigned to another duty.

17.11.5. Unit members who perform only those responsibilities that are required shall not be retaliated against in the evaluation process.

17.12. **Elementary Yard Duty**

17.12.1. Yard duty shall be distributed equitably on a rotating basis for all full time unit members.

17.12.1.1. Unit members sharing a teaching position (job share) shall divide the weekly yard duty responsibilities by the same percentage ratio by which they split the position.

17.12.1.2. Unit members assigned to a site shall divide the weekly yard duty responsibilities by the same percentage ratio by which they are assigned to the site. This excludes elementary LITs not paid through site funds.

17.12.1.3. Unit members who rotate sites daily shall be exempt from yard duty.

17.12.1.4. SLPs and Psychologists assigned to more than one site shall be exempt from yard duty.

17.12.1.5. RSPs shall be assigned yard duty by the same percentage ratio in which they are assigned to their sites.

17.13. **Elementary Emergency Coverage**

17.13.1. Elementary unit members who voluntarily receive students from an absent teacher's class shall be compensated per Elementary Emergency Coverage Stipend (See Appendix B). The rates vary depending on whether students are with the teacher for more or less than 50% of the day.

17.13.2. TOSAs and other unit members not assigned to regular classroom teaching positions or daily student contacts shall not be required to cover regular elementary school classes in the absence of an available regular substitute teacher.

17.13.3. TOSAs and other unit members not assigned to regular classroom teaching positions or daily student contacts who volunteer to cover regular elementary school classes (in the absence of an available regular substitute teacher) shall be compensated per Elementary Emergency Coverage Stipend (Appendix B). In the absence of an available substitute teacher, TOSAs and other unit members not assigned to regular classroom teaching positions shall not volunteer to cover classes more than two (2) days per month. Unless there is

an emergency lack of substitutes in the District, TOSAs will only substitute at the school sites to which they have been assigned.

17.14. **Middle School Instructional Day (part of pilot)**

17.14.1. The length of the instructional day for grades 6-8 shall be no longer than 334 minutes (includes a 5 minute homeroom activity) on regular days and 264 minutes (includes a 5 minute homeroom activity) on Wednesdays.

17.14.2. At grade levels 6-8, a classroom teacher's regular workday shall consist of six (6) consecutive periods, and shall have a preparation period scheduled within the unit member's instructional day.

17.14.3. Full-time classroom teachers at grade levels 6-8 shall be scheduled to teach five (5) periods.

17.14.4. Periods of instruction for grades 6-8 shall not exceed fifty-five (55) minutes in an instructional day with the exception of a period to which SSR/Tutorial is attached.

17.14.5. SSR/Tutorial is part of the Contractual Workday. If SSR/Tutorial is included as part of the site voted bell schedule, unit members may be asked to perform work-related tasks relating to students for which they are the designated teacher of record during this time; including but not limited to tutoring students, administering makeup assignments/quizzes/tests to students, administering student-surveys, disseminating school-wide announcements, sharing content on schoolwide issues or other information. These responsibilities shall not be regularly or consistently scheduled by administrators, shall not constitute teaching extra classes (i.e. members shall not have an additional class roster, plan or prepare content, grade assignments or provide grades), and shall not push members over their TPCR.

17.14.6. Each middle school shall have a short Wednesday schedule.

17.14.6.1. The three (3) Wednesday schedule includes but is not limited to one department collaboration, one grade level team/committee collaboration, one staff/site meeting, Wednesdays not designated for staff meetings or district PD shall end at the site work day.

17.14.6.2. Site Leadership Teams/Department Chair/Team Leaders/Committee Leaders shall meet to discuss and agree upon the schedule of the Collaboration Wednesdays in accordance with Article 17.6 Collaboration

Pilot Program. The Collaboration Wednesday schedule for the subsequent school year shall be reviewed and agreed upon by 75% of the affected unit members at the site by May 1 of the preceding school year, the end of the third full week of school. The details of the agreement shall be documented in a one-page summary signed by site administration and site representative(s) after the completion of the vote and sent to Human Resources and the Association.

17.14.6.3. Prior to the beginning of each school year, three (3) of these Wednesdays shall be commonly set for all middle schools and shall be scheduled for 90 minutes and end no later than 3:45.

17.14.6.4. When a month has five (5) Wednesdays that are work days, the time on the fifth Wednesday between the end of the instruction day and the time the instruction day ends on other days is a meeting/planning period or may be voluntarily used for collaboration. During the meeting/planning period, classroom teachers shall be required to participate in school-related work as determined by the unit member. Meetings may be scheduled on these days with a 75% approval vote of the affected staff. This vote shall take place by secret ballot at least a week before the proposed meeting is to be scheduled. The details of the agreement shall be documented in a one-page summary signed by site administration and site representative(s) after the completion of the vote and sent to Human Resources and the Association.

17.14.6.5. The time on other Wednesdays between the end of the site instructional day and regularly scheduled work days are planning/preparation periods or may be spent voluntarily on other activities, including but not limited to, IEPs, 504s, collaboration, etc.

17.14.7. Periods of instruction for grades 6-8 shall not exceed fifty-five (55) minutes in an instructional day with the exception of a period to which SSR/Tutorial is attached.

17.14.8. Unit members in grades 6-8 shall not be assigned any instructional or supervision duties during their preparation period. SSR/Tutorial that is attached to a 6-8 grade teachers' preparation period is not an extension of the preparation period, nor is it an additional class preparation.

17.14.9. During state-mandated testing, alternate schedules shall be allowed, including longer test periods, shorter class periods or dropping of one (1) or more periods per day. Any changes shall affect unit members equitably.

17.14.10. Any changes to the number of minutes in a period at any middle school site shall be approved by 75% of the affected unit members by a secret ballot vote. The details of the agreement shall be documented in a one-page summary signed by site administration and site representative(s) after the completion of the vote and sent to Human Resources and the Association.

17.14.11. At grade levels 7 and 8, classroom teachers shall be limited to three 3 teaching preparations in a semester. A teaching preparation is a subject content area course taught by a unit member. Classes designated as ELL will be considered as a separate preparation.

17.14.12. Upon mutual consent between the unit member and the site administrator, a unit member may be assigned more than three (3) teaching preparations.

17.14.13. By mutual consent of the site administrator and a unit member, a unit member at grade levels 6-8 may be assigned to teach six (6) periods during one semester and four (4) periods in the other semester during one school year. When a unit member is assigned to a four- (4) period day, the four (4) periods shall be scheduled by mutual consent between the unit member and the site administrator.

17.15. **Middle School Grades 6-8 Early Release Collaboration (part of pilot)**

17.15.1. In addition to the regular short Wednesday schedule, there shall be five (5) site directed Early Release Collaboration Thursdays. The intent of the collaboration time is to provide time for a combination of collaborative staff activities, to include: collaborative curriculum/instructional planning time; goal setting; collaborative data analysis; assessment development; professional learning, in a variety of configurations: team, department, grade level and staff, problem solving teams / cycle of inquiry, PLCs. These days shall end at the same time as the end of the workday on non-early release days. The time on other Thursdays between the end of the site instructional day and regularly scheduled work days are planning/preparation periods or may be spent voluntarily on other activities, including but not limited to, IEPs, 504s, collaboration, etc.

17.15.2. Site Leadership Teams shall meet to discuss the schedule of the five (5) Collaboration Thursdays in accordance with Article 17.6 Collaboration Pilot Program. The Collaboration Thursday schedule shall be voted on by the entire school site with a 75% approval vote of the affected unit members. The details of the agreement shall be documented in a one-page summary signed by site administration and site representative(s) after the completion of the vote and sent to Human Resources and the Association. The Collaboration Thursday schedule shall be shared with the staff by the end of the third full week of school.

17.15.3. Any changes to the schedule or focus shall be reviewed and agreed upon by 75% of the affected unit members. This vote shall take place by secret ballot at least a week before the change is to be scheduled. The details of the agreement shall be documented in a one-page summary signed by site administration and the representative(s) after the completion of the vote and sent to Human Resources and the Association.

17.15.4. If 75% approval vote is not secured by the end of the first full week of school, the Site Leadership team shall meet and agree upon the schedule. Following this agreement, an alternate plan shall be submitted and a revote taken by the entire school site with a 60% approval of affected unit members. This cycle shall continue until a 60% approval is reached. The details of the agreement shall be documented in a one-page summary signed by site administration and site representative(s) after the completion of the vote and sent to Human Resources and the Association.

17.15.5. Early Release Collaboration days at each middle school shall begin no earlier and end no later than on other regular workdays and shall not exceed ninety (90) minutes.

17.16. **Middle School Faculty Meetings**

17.16.1. Faculty meetings shall not exceed fifteen (15) hours a year. Each faculty meeting shall not exceed ninety (90) minutes.

17.16.2. Agendas for regularly scheduled meetings shall be provided to all unit members no later than twenty-four (24) hours prior to the meeting. Opportunity shall be provided at each faculty meeting for unit members to give input.

17.17. **Middle School Adjunct Duties**

17.17.1. The site administrator and unit member representatives shall prepare a master list of all adjunct duties and the estimated time required to perform each duty by the end of the second full week of school.

17.17.2. Adjunct duties shall be weighted and equitably apportioned among unit members at the site. Site administrators may require the attendance and supervision by certificated staff unit members up to ten (10) hours. Unit members who are assigned to more than one site shall not be assigned adjunct duties.

17.17.3. These duties or activities shall include extracurricular, athletic or other non-teaching duties and activities.

17.17.4. Supervision shall not exceed three (3) hours per duty or activity. Sponsorship and supervision of a school-sanctioned club is to be considered equivalent to the supervision of ten (10) hours.

17.17.5. The administrator at each building site shall meet with their faculty to work out as accurately as possible the schedule of duties and attendance as needed. The proposed schedule of duties for the year shall be published and distributed to each member.

17.17.6. Hours shall be scheduled and so arranged as to be equitable between each member of the bargaining unit at a given building site.

17.18. **Middle School Adjunct Duty Assignment Procedure**

17.18.1. By the end of the third full week of school, unit members shall sign up for up to ten (10) hours from the master list.

17.18.2. After this initial sign-up period, the site administrator may assign, on an equitable basis, duties to those unit members who have not selected their ten (10) hours.

17.18.3. The proposed schedule of duties for the year shall be published and distributed to each unit member. Duties shall be scheduled and so arranged as to be approximately equal for each unit member.

17.18.4. A unit member absent from an assigned duty may be assigned to another duty.

17.19. **High School Default Instructional Day**

17.19.1. The length of the instructional day for grades 9-12 shall be no longer than 365 minutes.

17.19.2. At grade levels 9-12, a classroom teacher's regular workday shall consist of six (6) consecutive periods, and shall have a preparation period scheduled within the unit member's instructional day.

17.19.3. Full-time classroom teachers at grade levels 9-12 shall be scheduled to teach five (5) periods.

17.19.4. Periods of instruction for grades 9-12 shall not exceed fifty-five (55) minutes in an instructional day with the exception of a period to which SSR/Tutorial is attached.

17.19.5. Full-time classroom teachers, 9-12, shall have at least 500 minutes of preparation time during any regular 10-day period. Full-time classroom teachers, 9-12, shall have at least 450 minutes of preparation time during a 10-day period to accommodate alternative schedules. Teacher preparation time shall be used to conference with parents, staff, students, and to perform other professional responsibilities.

17.19.6. Unit members in grades 9-12 shall not be assigned any instructional or supervision duties during their preparation period. SSR/Tutorial that is attached to a 9-12 teacher's preparation period is not an extension of the preparation period, nor is it an additional class preparation.

17.19.6.1. SSR/Tutorial is part of the Contractual Workday. If SSR/Tutorial is included as part of the site voted bell schedule, unit members may be asked to perform work-related tasks relating to students for which they are the designated teacher of record during this time; including but not limited to tutoring students, administering makeup assignments/quizzes/tests to students, administering student-surveys, disseminating school-wide announcements, sharing content on schoolwide issues or other information. These responsibilities shall not be regularly or consistently scheduled by administrators, shall not constitute teaching extra classes (i.e. members shall not have an additional class roster, plan or prepare content, grade assignments or provide grades), and shall not push members over their TPCR.

17.19.7. The only other exception to preparation period minutes shall be during finals week when a maximum of four (4) minimum days shall be provided for testing at the end of each semester.

17.19.8. During state-mandated testing, alternate schedules shall be allowed, including longer test periods, shorter class periods or dropping of one (1) or more periods per day. Any changes shall affect unit members equitably.

17.19.9. Any changes to the number of minutes in a period at any high school site/creation of alternate bell schedules shall be proposed by the site administrator based on the work of a collaborative committee made up of site administration and volunteer unit members.

17.19.9.1. Any changes to the number of minutes in a period/adoption of alternate bell schedules at any high school shall be approved by 75% of the affected unit members who participate in the secret ballot vote. The details of the agreement shall be documented in a one-page summary signed by site administration and site representative(s) after the completion of the vote and sent to Human Resources and the Association no later than the last week of school for implementation the following school year.

17.19.10. At grade levels 9-12, classroom teachers shall be limited to three (3) teaching preparations in a semester. A teaching preparation is a subject content area course taught by a unit member.

17.19.11. Advanced Placement and EL classes shall be considered as additional preparations.

17.19.12. Upon mutual consent between the unit member and the site administrator, a unit member may be assigned more than three (3) teaching preparations.

17.19.13. By mutual consent of site administrator and unit member, unit members at grade levels 9-12 may be assigned to teach six (6) periods during one semester and four (4) periods in the other semester during one school year. When a unit member is assigned to a four- (4) period day, the four (4) periods will be scheduled by mutual consent between the unit member and the site administrator.

17.20. **Member Voted and Approved Alternate Schedule**

17.20.1. Should members at a site choose to adopt a modified block schedule or double block schedule all provisions below shall apply.

17.20.1.1. The total teaching hours shall be equal in any one week to the time allotted in Section 17.19.1.

17.20.1.2. All members' daily scheduled periods (teaching and preparation period) shall be consecutive.

17.20.1.3. Periods of instruction for grades 9-12 under an approved alternate schedule shall not exceed ninety (90) minutes with the exception of a period to which SSR/Tutorial is attached.

17.20.1.4. Members shall have a specific Prep period at least once every two work days and total preparation time shall be equal in any one week, to the time allotted in Section 17.19.5.

17.20.2. All other provisions under article 17.19, except those specifically modified under 17.20, shall remain in full force and effect.

17.21. **High School Late Start Collaboration Days (part of pilot)**

17.21.1. Collaboration time is provided to allow for a systematic process, in which people work together, interdependently, to analyze and impact professional practice in order to improve student learning.

17.21.2. This collaboration time is to provide time for a combination of collaborative staff activities, to include: collaborative curriculum/instructional planning time; goal setting; collaborative data analysis; assessment development; professional learning, in a variety of configurations: team, department, grade level and staff, problem solving teams / cycle of inquiry, PLCs.

17.21.3. Site administration shall meet with Departments Chairs and the Site Leadership Team to discuss the schedule of the collaboration activities in accordance with Article 17.6 Collaboration Pilot Program. The collaboration scheduled shall be voted on by the affected unit members at the site with a 75% approval required. The Collaboration Wednesday schedule for the subsequent school year shall be reviewed and agreed upon by 75% of the affected unit members at the site by May 1 of the preceding school year. The collaboration schedule shall be shared with the staff by the end of the third full week of school. Any changes to the schedule shall be reviewed and agreed upon by 75% of the affected unit members. This vote shall take place by secret ballot at least a week before the change is to be scheduled. The details of the agreement shall be documented in a one-page summary signed by site administration and site representative(s) after the completion of the vote and sent to Human Resources and the Association.

17.21.4. If a 75% approval vote is not secured by the end of the first full week of school. The Site Administration shall meet with Department Chairs and Site Leadership Teams in order to agree upon the schedule. Following this agreement, an alternate plan shall be submitted and a revote taken with a 60% approval of affected unit members. The cycle shall continue until a 60% approval is reached. The details of the agreement shall be documented in a one-page summary signed by site administration and site representative(s) after the completion of the vote and sent to Human Resources and the Association.

17.21.5. Late start/early release collaboration days may be initiated by the site administrator. Late start/early release days may be scheduled weekly at the High School.

17.21.6. Late start/early release schedules for the following year at each high school shall be voted on by the end of April of the current school year in preparation to present to the UTSC Executive Board in May for implementation the following year. If a vote in April does not pass with 75% approval, site administration shall work with Department Chairs and the Site Leadership Team to propose another schedule. The re-vote by the affected unit members shall require a 60% approval to pass and shall be taken no later than May 15th with the results then going to the UTSC Executive Board.

17.21.7. The late start/early release schedule vote (including the use per 17.20.2 and length of the collaboration time) shall be approved by 75% of the affected unit members. Voting shall be by secret ballot. The vote shall be sent to UTSC Executive Board for approval. These collaboration period(s) shall be between 90 and 120 minutes per week.

17.22. **High School Faculty Meetings**

17.22.1. Faculty meetings shall not exceed fifteen (15) hours per year. Each faculty meeting shall not exceed ninety (90) minutes.

17.22.2. Agendas for regularly scheduled meetings shall be provided to all unit members no later than twenty-four (24) hours prior to the meeting. Opportunity shall be provided at each faculty meeting for unit members to give input.

17.23. **High School Adjunct Duties**

17.23.1. The site administrator with input from unit member representatives shall prepare a master list of all adjunct duties and the estimated time required to perform each duty by the end of the second full week of school.

17.23.2. Adjunct duties shall be weighted and equitably apportioned among unit members at the site.

17.23.3. Site administrators may require the attendance and supervision by unit members at up to ten (10) hours per school year.

17.23.4. These duties or activities include extracurricular, athletic or other non-teaching duties and activities. Sponsorship and supervision of a school-sanctioned club is to be considered equivalent to the supervision of ten (10) hours.

17.23.5. The administrator at each building site shall meet with their faculty to work out as accurately as possible the schedule of duties and attendance as needed. The proposed schedule of duties for the year shall be published and distributed to each unit member. Hours shall be scheduled and so arranged as to be approximately equal for each member of the bargaining unit at a given building site.

17.24. **High School Adjunct Duties Assignment Procedure**

17.24.1. By the end of the third full week of school, the unit members shall sign up for up to ten (10) hours of duties from the master list.

17.24.2. After this initial sign-up period, the site administrator may assign, on an equitable basis, duties to those unit members who have not selected their ten (10) hours of duties. Unit members who are assigned to more than one site shall not be assigned adjunct duties.

17.24.3. The proposed schedule of duties for the year shall be published and distributed to each unit member. Hours shall be scheduled and so arranged as to be equitable between unit members.

17.24.4. A unit member absent from an assigned duty may be assigned to another duty.

17.25. **New Valley High School**

17.25.1. **Regular Schedule**

17.25.1.1. Unit members' workday shall consist of five (5) instructional periods, one (1) advisory period, a 30- minute duty free lunch and a 45-minute preparation period.

17.25.1.2. The instructional periods and the advisory period shall be consecutive.

17.25.1.3. Unit members' 45-minute preparation period shall be scheduled at the end of their instructional day.

17.25.1.4. Periods of instruction shall not exceed 45-minutes.

17.25.1.5. Unit members shall not be assigned any instructional or supervision duties during their preparation period.

17.25.1.6. Unit members shall be limited to three (3) teaching preparations in a semester. A teaching preparation is a subject content area course taught by a unit member.

17.25.1.7. Any changes to the workday schedule shall be approved by 75% of the affected unit members by a secret ballot vote. The details of the agreement shall be documented in a one-page summary signed by site administration and site representative(s) after the completion of the vote and sent to Human Resources and the Association.

17.25.2. **Block Schedule**

Unit members' workday shall consist of three (3) instructional periods, one (1) 15-minute advisory period, a 30-minute duty free lunch and a 45-minute preparation period.

17.25.3. **Late Start/Collaboration Days**

17.25.3.1. Late start/collaboration days shall begin and end no earlier than on other regular workdays. The collaboration period shall not exceed 50 minutes.

17.25.3.2. Late start/collaboration days may be initiated by the site administrator. Late start days may be scheduled weekly.

17.25.3.3. Late start schedules shall be voted on at the end of each school year for the following school year.

17.25.3.4. The late start schedule vote shall be approved by 75% of the affected unit members. Voting shall be by secret ballot. The details of the agreement shall be documented in a one-page summary signed by site administration and site representative(s) after the completion of the vote and sent to Human Resources and the Association.

17.25.4. **Student Intake Days**

Unit members' student intake shall not exceed ten (10) hours each school year.

17.26. **Unit Members Who Teach at New Valley High School**

A full-time unit members' workday shall consist of a combination of five (5) instructional periods and one (1) preparations period at New Valley.

17.27. **Unit Members Who Teach at Another School**

Full time unit members who teach at another school site shall have a preparation period within their workday.

17.28. **Secondary Schools Emergency Coverage Preparation Period Substituting**

17.28.1. Secondary classroom teachers who voluntarily substitute for an absent teacher during their preparation period shall receive compensation per Secondary Emergency Coverage Stipend (See Appendix B). The rates vary depending on whether a member substitutes for 30 minutes or more, or less than 30 minutes.

Teachers must submit time cards to the site administrator for authorization and will receive pay for substituting on their next pay period. Participation in this Article is purely voluntary and is not subject to reference for non-participation.

17.29. **Unassigned Classes**

17.29.1. An unassigned class may be offered to permanent full-time classroom teachers with the appropriate credentials after the following process:

17.29.1.1. The position has been offered to qualified part time teachers at the same site;

17.29.1.2. The position has been offered to qualified part time teachers at other sites;

17.29.1.3. The vacancy has been posted and remains open; Full time teachers may teach an additional class during their preparation periods.

17.29.2. If two (2) or more permanent unit members volunteer to teach the same class, seniority in the District controls unless that unit member taught an additional class the previous year. If there are no volunteers except for a unit member who taught an additional class the previous year, the site administrator shall notify the UTSC site representative of the situation and the process the site administrator followed to offer the class to other teachers. The unit member who volunteered shall be allowed to teach the class.

17.29.3. Permanent full-time unit members, who agree to teach an additional class, must submit a Letter of Agreement to the site administrator and the Human Resources department.

17.29.4. Five (5) unit members may accept an additional teaching period at each comprehensive High School and New Valley. Additional classes shall not exceed ten (10) for all High Schools.

17.29.5. Three (3) unit members may accept an additional teaching period at each Middle School. Additional classes shall not exceed ten (10) for all Middle Schools.

17.29.6. One (1) unit member may accept an additional teaching period at each Elementary School. Additional classes shall not exceed ten (10) for all Elementary Schools.

17.29.7. Full-time unit members teaching an additional class shall be compensated an additional 20% of their salary, receive one (1) additional sick day per semester and fully paid medical benefits at the highest HMO rate for each semester they teach an additional class. Part-time unit members who add a class to their FTE will be compensated at their pro rata per diem rate.

ARTICLE 18: SUMMER SCHOOL

18.1. The District will post summer school positions. Interested bargaining unit members shall submit an application to Human Resources as required by the posting. Qualified Bargaining unit members shall be given preference over applicants from outside the District for summer school positions.

18.2. The following criteria shall be considered when making specific teaching assignments: (1) credential; (2) major, minor; (3) teacher competency or recent experience in the area to be taught; and (4) most recent evaluation.

18.3. Prior to appointment of summer school teaching positions, the District may designate up to five (5) summer school teaching positions for special assignments. The District will notify and consult with UTSC prior to designating a special assignment position.

18.4. Process for Selection

18.4.1. If there are more qualified applicants internally than positions available, the District will submit qualified applications to a three-person screening committee, comprised of District and UTSC representatives. UTSC will designate representatives from elementary, middle school, high school and special education, one of which will serve on the committee, depending on the position begin filled. The committee will review the applications and recommend applicants to Human Resources. Consideration shall be given to bargaining unit members who have not taught Summer School the previous year.

18.4.2. **Extended School Year**

Special Education teachers shall follow the application process. Notwithstanding the section above, every effort shall be made to allow Special Education teachers to continue with their students if they elect to work during summer school.

18.5. Summer School Hourly Compensation

Teachers shall be paid the Summer School Hourly Rate for any required hours worked in relation to a Summer School assignment. Additionally, teachers will be paid the summer school rate for any training required, 30 minutes of duty before or after school (yard, bus), and four (4) hours to prepare their rooms before summer school starts.

18.5.1. Teachers who are required to attend a summer workshop and are required to implement the materials from the workshop into their summer school classes shall receive the pay for the workshop and an additional four (4) hours of planning time pay at the summer school hourly rate.

18.6. Summer School Hourly Rate - See Appendix B.

ARTICLE 19: EMPLOYEE SAFETY

19.1. The District shall provide and maintain a safe workplace.

19.2. Each school site shall develop a written emergency plan and establish codes to alert unit members of any unsafe conditions or danger by the first month of the beginning of each school year. Copies of each school's emergency plan shall be posted at the school site and one (1) copy shall be sent to the UTSC Office and the District.

19.3. When a unit member is attacked, assaulted, or is the subject of a credible threat, it shall be the duty of the unit member, and their immediate supervisor to promptly report the incident to the appropriate law enforcement authorities. (Ed Code 44014).

19.3.1. A creditable threat means a threat made with the intent or the apparent ability to carry out the threat so as to cause the person who is the target of the threat to reasonably fear for their safety. The threat must be against the life of, or a threat to cause great bodily injury to a person.

19.3.1.1. Possession of any weapon while on campus will be investigated by district administrative personnel to determine whether this constitutes a credible threat.

19.4. Unit members may use reasonable force to protect themselves from attack or any other action which threatens physical injury, or to obtain possession of weapons or other dangerous objects.

19.5. All classrooms will be equipped with telephones that have direct access to an outside line.

19.6. As classrooms are modernized, they all shall have doors that can be locked from the inside as well as the outside.

19.7. Any unit member requesting a locking cabinet or drawer within the classroom will be provided one. If the classroom is not compatible to such space, one will be granted elsewhere on the site.

19.8. Unit members shall not be required to work under unsafe or hazardous conditions as determined by CAL-OSHA or to perform tasks which endanger their health and safety. All unit members shall endeavor, in the course of performing the duties associated with their employment, to be alert to unsafe practices, equipment or conditions and report any such unsafe practices, equipment or conditions to their immediate supervisor.

19.9. Conditions which present an imminent hazard shall be reported to the District and then to CAL-OSHA. Unit members shall not be required to work under conditions that meet the CAL-OSHA definition of imminent hazard. The District agrees to follow CAL-OSHA requirements concerning training of unit members and notification of unit members whom by nature of their assignment/work are exposed to hazardous chemicals, toxic materials, or molds.

19.10. The District will notify unit members if there is a presence of asbestos in the work place. In addition, the District will comply with all provisions of the Asbestos Emergency Response Act (AERA) including maintaining a file in each school that includes the current status of inspections, results of all inspections and plans for rectifying any unsafe conditions.

19.11. A unit member is responsible to report, in writing, unsafe facility conditions to their immediate supervisor. The supervisor shall respond within five (5) working days, in writing, what steps will be taken to ameliorate the unsafe condition.

19.12. In the event that a school site loses its electricity, water, heat, or use of its restrooms, and the building principal or designee, in consultation with the area administrator, determines after investigation that an unsafe condition exists, appropriate action shall be taken, which will include notification of staff, and which may include dismissal of students. This determination shall be made and reported to staff within the same school day that it occurs.

19.13. If a credible threat (section 19.3.1) is made to a District site or staff member at that site, by either a staff member, student or community member, the appropriate District administrator(s) will inform unit members at that site as soon as reasonably possible in consultation with law enforcement.

19.14. **<u>Student Discipline</u>**

19.14.1. A bargaining unit representative at each school site shall be a member of the committee that develops a policy regarding campus security.

19.14.2. By the first day of school each year, and whenever the laws on student discipline change, the site administrator should present to each unit member a written description of the school discipline and campus security policies and procedures and of the rights and duties of the unit members with respect to student discipline including the use of reasonable force.

19.14.3. Pursuant to Section 49079 of the Education Code, the District shall inform bargaining unit members of pupils who have engaged in, or are reasonably suspected of engaging in, the suspendable or expellable acts listed in Section 4890 of the Education Code.

19.14.4. Pursuant to Section 48910 of the Education Code, a unit member may suspend a student from his or her class for two (2) days (the day of suspension and the following day) for causes specified in the Ed Code, Section 4890. The unit member shall send the student for appropriate action to the principal or designee. When a teacher suspends a student, he/she shall notify the parent of the suspension and reasons for it, along with a notification of a meeting to discuss the suspension. Any student suspended by a teacher shall not be placed in another regular classroom during the period of suspension.

Package: MOU with Article 20 (this MOU is not in effect for the 2025-2026 school year)

This Memorandum of Understanding (MOU) modifies Article 20: Class Size for two years by reducing the hard cap on class sizes for Elementary, Middle, and High School as described below. The provisions of Article 20 and the rest of parties' collective bargaining agreement remain in full force and effect except as specifically modified by this MOU.

The term of this MOU is July 1, 2023 through June 30, 2025. Unless mutually agreed upon by the parties to the MOU, it will expire on June 30, 2025. Modifications to this MOU and Article shall be effective July 1, 2024.

Elementary School:

1. Class sizes in grades TK-3 shall not exceed: 22:1 effective 2023-2024, and 2024-2025, or any applicable statutory maximum, whichever is lower.

2. Class size in grades 4-5 (upper grades) shall not exceed 27 effective 2023-2024 and 2024-2025.

3. For the purposes of this MOU, which expires June 30, 2025: Elementary School Class size may exceed the class size maximum in section one (1) and section two (2) accordingly by up to two (2) students with the consent of the teacher.

   3.1. For the purposes of this MOU, which expires June 30, 2025: For each class exceeding the limits in section one (1) and section two (2) shall be paid $20 per student per day. Overage limits and compensation do not apply during the initial class balancing period of 15 days at the start of the school year.

Middle School:

4. Middle School Class size shall not exceed 31 effective 2023-2024 and 2024-2025.

5. Class size for Physical Education shall not exceed forty-two (42) effective 2023-2024 and 2024-2025.

6. EL class size shall not exceed 27 students effective 2023-2024 and 2024-2025.

7. For the purposes of this MOU, which expires June 30, 2025: Middle School Class size may exceed the class size maximum in section four (4) by up to two (2) students per section per day not to exceed TPCR provided in Article §20.2.1 with the consent of the teacher.

   7.1. For the purposes of this MOU, which expires June 30, 2025: For each class exceeding the limits in section four (4) shall be paid $10 per student, per section, per day. Overage limits and compensation do not apply during the initial class balancing period of 15 days at the start of the school year and 10 days at the start of the second semester.

8. The Teacher/Pupil Contact Ratio (TPCR) (the number of students an individual teacher contacts in a day) for grades 6-8 shall not exceed 160:1

High School:

9. Class size shall not exceed 32 effective 2023-2024 and 2024-2025.

10. Class size for Physical Education shall not exceed forty-two (42) effective 2023-2024 and 2024-2025.

11. Physical Education Health class size shall not exceed 32 effective 2023-2024 and 2024-2025.

12. EL class size shall not exceed 27 students effective 2023-2024 and 2024-2025.

13. The District shall provide a monthly report via email to the Association President with every instance of requested and actual class size overage with the reason for the overage, the number of students added to the class, the impacted site teacher, grade level and/or subject/section.

14. For the purposes of this MOU, which expires June 30, 2025: High School Class size in section nine (9) may exceed the class size maximum in section nine (9) by up to two (2) students with consent of the teacher per section per day not to exceed TPCR provided in Article §20.3.1.

14.1. For the purposes of this MOU, which expires June 30, 2025: For each class exceeding the limits in section nine (9) shall be paid $10 per student, per section, per day. Overage limits and compensation do not apply during the initial class balancing period of 15 days at the start of the school year and 10 days at the start of the second semester.

15. The Teacher/Pupil Contact Ratio (TPCR) (the number of students an individual teacher contacts in a day) for grades 9-12 shall not exceed 165:1.

16. If a teacher does not consent, the Enrollment Center or site administrator shall communicate to the parent/guardian that the class is full.

ARTICLE 20: CLASS SIZE

20.1. Elementary School

20.1.1. Class size in grades TK-3 shall not exceed: 24:1 or any applicable statutory maximum, whichever is lower.

20.1.2. Class size in grades 4-5 (upper grades) shall not exceed 29:1.

20.1.3. Class size in combination classes will be at least two (2) less than the TK-5 class size limits as stated above.

20.1.4. Class size adjustments shall be completed no later than the 15th student contact day after the beginning of each semester.

20.1.5. Class size for elementary preparation classes (see Ar. 17 § 17.8) shall not exceed two general education classes or one general and one Self-Contained class. An instructional assistant shall be assigned to each elementary preparation class when two classes are assigned.

20.1.5.1. In the event that elementary P.E. is used to provide the additional 50 minutes of collaboration (Article §17.6.3.5.10) and a Self-Contained class is included with two general education classes, then all instructional assistants assigned to the Self-Contained class shall be present during P.E. instruction subject to compliance with contractual requirements applicable to instructional assistants.

20.1.6. Self-Contained students mainstreamed for 3 or more academic subject areas shall be counted towards the general education class size.

20.2. Middle School

20.2.1. The Teacher/Pupil Contact Ratio (TPCR) (the number of students an individual teacher contacts in a day) for grades 6-8 shall not exceed 160:1.

20.2.2. Class size shall not exceed 33.

20.2.3. The TPCR for Physical Education teachers shall not exceed 200:1. Class size shall not exceed forty-four (44).

20.2.4. Class size adjustments shall be completed no later than the 15th student contact day after the beginning of each semester.

20.2.5. EL class size shall not exceed 29 students.

20.3. High School

20.3.1. The TPCR for grades 9-12 shall not exceed 165:1.

20.3.2. Class size shall not exceed 34.

20.3.3. The TPCR for Physical Education teachers shall not exceed 200:1. Class size shall not exceed forty-four (44).

Physical Education Health class size shall not exceed 34.

20.3.4. Class size for Honors and AP sections may exceed the class size maximum in 20.3.2 by up to three (3) students with the consent of the teacher. For each section exceeding 20.3.2, unit members shall be paid $10 per student per section, per day. Class size adjustments shall be completed no later than the 15th student contact day after the beginning of the first semester and the 10th day of the second semester.

20.3.5. EL class size shall not exceed 29 students.

20.4. Middle School / High School

If a unit member has any class that is designated for "lower class size," their remaining TPCR shall be prorated.

20.5. Music Classes

Music classes shall have no cap.

20.6. Class-Size Committee

When a unit member has a concern regarding the unequal distribution of general or special education students in classes in their grade level or department, the unit member may request a "site class-size committee" meeting. This committee will be composed of the affected unit member, the grade level representative or department chair and the principal.

20.6.1 The committee shall be formed within two (2) weeks of the date of the unit member's request.

20.6.2 The committee shall meet and propose a recommendation to resolve the concerns within one (1) week of being formed (three weeks from the date of the request).

20.6.3 If mutually agreed upon, this recommendation will be immediately implemented.

20.6.4 If this committee is unable to resolve the concerns, the matter will be referred to the Superintendent or designee for resolution within five (5) weeks of the date of the unity member's request.

ARTICLE 21: SHARED-TIME AND PART-TIME ASSIGNMENTS

21.1. Definitions

21.1.1. Full-time: 100% employment

21.1.2. Part-time: Employees hired at less than a full-time contract

21.1.3. Reduced: Full-time employees who have entered into a less than 100% contract and not sharing a single FTE contract

21.1.4. Shared: Teachers sharing a single FTE contract

21.1.5. Reduced Workload Program, "Willie Brown:" Those teachers who participate in the optional pre-retirement part-time contract (see Section 21.5)

21.2. Part-time

21.2.1. Part-time positions will be advertised throughout the district in the same manner and following the same timelines as full-time positions.

21.2.2. In order to enter into, exit from or continue in part-time status for the ensuing school year, a unit member shall file a request by February 15 with the Assistant Superintendent, Human Resources.

21.2.3. Unless otherwise mutually agreed upon by the site administrator, the part-time unit member shall fully participate in the following:

21.2.3.1. School/District orientation days

21.2.3.2. First day of school

21.2.3.3. Back-to-School and Open House

21.2.3.4. Site scheduled parent conferences

21.2.3.5. Staff development activities. (The unit member shall attend Staff Development Days that occur during the time the unit member is assigned to work. The unit member will receive a compensation day or the non-instructional hourly rate, unless another rate is bargained, for participation in each additional required Staff Development Day he/she works beyond his/her contract.)

21.2.3.6. District meetings, site meetings, and adjunct duties shall be prorated, based upon the unit member's percentage of contract.

21.2.4. A unit member's salary and sick leave shall be prorated based upon the percentage of employment. A unit member's benefits shall be prorated based

upon the percentage of employment, subject to the conditions set by the carriers.

21.3. <u>Shared Contracts</u>

21.3.1. All shared contracts, new and continuing, are subject to annual site administrator recommendation and District approval.

21.3.1.1. New: No later than January 20 of the preceding year, new job share partners shall submit to the site administrator where the proposed job share is to be located, a completed Job Share Proposal form. The administrator shall notify the partners of his/her recommendation by February 1. The partners must submit their Job Share Proposal form and site administrator's recommendation to the Assistant Superintendent of Human Resources by February 15.

21.3.1.2. Continuing: Job Share partners wishing to continue a shared contract in subsequent years must submit their Job Share Proposal form (which may be the same as the previous year) and request a recommendation from their site administrator by February 1of the current year, and submit their Job Share Proposal form and site administrator's recommendation to the Assistant Superintendent of Human Resources by February 15.

21.3.1.3. Exiting: Job share partners who wish to end their job share partnership shall notify the site administrator and Assistant Superintendent of Human Resources by January 20.

21.3.2. Unless otherwise mutually agreed upon by the site administrator on the Job Share Proposal form, unit members participating in a job share shall fully participate in the following:

21.3.2.1. School/District orientation days

21.3.2.2. First day of school

21.3.2.3. Back-to-School and Open House

21.3.2.4. Site scheduled parent conferences

21.3.2.5. Staff development activities. The unit member shall attend Staff Development Days that occur during the time the unit member is assigned to work. The unit member will receive a compensation day or the non-instructional hourly rate, unless another rate is bargained, for

participation in each additional required Staff Development Day he/she works beyond his/her contract.

21.3.3. A unit member's salary and sick leave shall be prorated based upon the percentage of employment. A unit member's benefits shall be prorated based upon the percentage of employment, subject to the conditions set by the carriers.

21.3.4. In order to return to the status held prior to the shared position, the following provisions will take effect:

21.3.4.1. If either of the job share partners should vacate a shared position, the other partner will have first priority for the vacated portion of the position (providing he/she had once held a 100% position in the district).

21.3.4.2. Securing a full-time position other than stated above will follow the voluntary transfer procedure.

21.3.5. If the termination of a shared contract is initiated by the District, the partners shall have a one-time option to return to their previous status.

21.3.6. Upon request, the District will send written notification to the employee concerning the reason for the rejection of any job share request.

21.4. <u>Salary Schedule Service Credit</u>

21.4.1. All bargaining unit members who work or are on authorized paid leave under section 23.2 for 75% or more of the school year shall receive one year's credit on the salary schedule. Bargaining unit members who work or are on paid leave under section 23.2 for less than 75% of the school year, shall be eligible to earn one year of service when the cumulative total is at least 1 full year, by June 30 of the previous year, e.g. a 60% employee earns a year of service after completing two years of part-time service. Such movement on the schedule only occurs at the start of a new school year.

21.5. <u>Reduction From Full-Time to Part-Time Employment (Willie Brown)</u>

21.5.1. The school district may enter into an agreement with unit members who are qualified certificated employees and who wish to reduce their workload from full-time to part-time duties to assist in phasing into their retirement.

21.5.2. The unit member shall be paid a salary which is the pro rata share of the salary he/she would be earning had he/she not elected to exercise the option of part-

time employment but shall retain all other rights and benefits for which he/she makes the payments that would be required if he/she remained in full-time employment.

21.5.3. The unit member shall receive health benefits as provided in Section 53201 of the Government Code in the same manner as a full-time unit member. For those individuals accepted into the program, the district and the unit member shall contribute to the Teachers' Retirement Fund the amount that would have been contributed if the unit member was employed on a full-time basis.

21.5.4. In order to participate in this program, the unit member must meet the following criteria:

21.5.4.1. The unit member must tender his/her resignation to be effective at the conclusion of the program but in no case greater than a ten year period for a STRS retiree, and a five-year period for a PERS retiree. The effective date of resignation may be shortened by mutual agreement between the individual and the district superintendent.

21.5.4.2. The option of part-time employment must be exercised at the request of the unit member and can be revoked only with the mutual consent of the District and the unit member. By mutual agreement of the District and the unit member, the provisions of the program can be increased or decreased within the code limitations.

21.5.4.3. The unit member must have reached the age of fifty-five (55) prior to the school year or term in which the reduction in workload starts.

21.5.4.4. The unit member must have been employed full-time in a position requiring certification for at least ten (10) years of which the immediately preceding five (5) years were full-time employment.

21.5.4.5. This program is limited to pre-kindergarten through grade twelve (12) unit members who do not hold positions with salaries above that of a school principal.

21.5.4.6. Unit members who retire into PERS may not participate after age 70. Those individuals who reach age 70 during the school year may continue through the school year.

21.5.4.7. The District and the unit member shall agree to make the appropriate contributions to the applicable Retirement System equal to the amount required of a full-time unit member.

21.5.5. The minimum part-time employment shall be the equivalent of one-half of the number of days of service required by the unit member's contract of employment during his/her final year of service in a full-time position. Except for the reduction of salary corresponding to the reduced work load, the District will provide the part-time unit member the same fringe benefits provided by a regular full-time member, each making whatever payments are required to provide those benefits by the school district's benefits program.

21.5.6. No retirement will be allowed beyond the date of termination for any reason, discharge, death or retirement.

21.5.7. If the Governing Board agrees, the reduced service may be on a daily schedule or full-time for at least one-half year; however, member and employer contributions must be paid monthly to the applicable retirement system.

21.5.8. A member of a retirement system employed on a part-time basis, under the provisions of this policy, shall receive the credit he/she would receive if he/she was employed on a full-time basis and have his/her retirement allowance, as well as any other benefits that he/she is entitled to under the Education Code, based upon the salary that he/she would have received if employed on a full-time basis, if he/she and the District both elect to contribute to the retirement fund the amount that would have been contributed if the member were employed on a full-time basis. This provision shall be applicable only to members of the STRS who have met the criteria provided in Section 44922 of the Education Code, and is limited to a period of ten (10) years of such part-time status. The period of part-time employment for members of PERS shall not extend beyond the end of the school year during which the unit member reaches his or her 70th birthday and is limited to a period of five (5) years.

21.5.9. Full retirement credit is not earned until the end of the full school term or full school year.

21.5.10. Unit members who terminate before the end of the school term or the school year will receive retirement credit based on the salary actually paid in the

proportion that it relates to the annual salary that would have been paid had the employment continued.

21.5.11. Retirement contributions for services not actually performed will be returned to the member and the District.

21.5.12. If a unit member works less than 100% assignment, the amount of sick leave earned is based on the percent of full-time employment. For example, 50% employment would yield sick leave of 50% of ten (10) days or five (5) days of full-time sick leave.

21.5.13. A unit member on less than full-time employment, who must use sick leave, will reduce earned sick leave on the same basis as his/her employment.

21.5.14. Unit members wishing to participate in this program must submit an application to the Human Resources Department by February 15 of the year prior to commencing the program.

21.5.15. The District shall maintain the necessary records to separately identify each employee receiving credit pursuant to this policy.

ARTICLE 22: RETIREMENT BENEFITS

22.1. Bargaining unit members who are at least 55 years of age, have ten (10) or more years of full-time District service, and who currently participate in the District's medical-only benefit plan shall be eligible to receive three years of District paid medical-only coverage equal to Kaiser single party 3-tier HMO floating rate upon retirement, subject to the conditions set by the carriers. Retirees are not entitled to any other health and welfare benefits which the District provides to active unit members.

22.1.1. At such time as the retiree becomes Medicare eligible, unless already enrolled, he or she must enroll in both Medicare Parts A and B and in a senior health insurance plan in order to continue to receive this benefit. The District will reimburse eligible retirees on a semi-annual basis for their contributions to Medicare Plan B, providing that the total cost of medical-only benefits does not exceed the Kaiser single party rate as defined above.

22.2. Bargaining unit members meeting the criteria under 22.1, who submit an irrevocable notice of their retirement to Human Resources by February 15 of the year of their retirement, shall be eligible to receive an additional year, for a total of four (4) years, of District paid medical-only coverage equal to Kaiser single party 3-tier HMO floating rate.

22.3. Retirees who have exhausted their District-paid retiree medical benefit may continue their coverage by submitting the cost of the premium to the District, subject to the conditions set by the carriers.

22.4. The District shall reimburse an eligible retiree who is not participating in a Kaiser plan because of the unavailability of Kaiser in the locale of the retiree's primary residence, and who provides proof of the paid premium, for the retiree's actual cost of employee only medical coverage, and in an amount not to exceed the District contribution for active employees towards Kaiser single party 3-tier HMO coverage for that year.

ARTICLE 23: LEAVES

23.1. Absence Procedures

23.1.1. Reporting Absences

23.1.1.1. Unit members must report all absences to the electronic absence management system, pursuant to District reporting procedures. Absences must be reported as soon as they are known but no later than 6:30 a.m., if possible. In the event that the unit member is unable to report the absence by 6:30 a.m., s/he shall contact his/her supervisor and/or site office.

23.1.1.2. Every absence must be reported, even when no substitute is required to cover the position. Unless the number of days the substitute is to work is specified at the time of the request, the unit member is responsible to call the electronic absence management system each day of absence.

23.1.1.3. Failure to give adequate notice may be grounds for disciplinary action.

23.1.2. Substitute Procedures

23.1.2.1. When practical, if a unit member requests a specific substitute, the District will assign the substitute as requested.

23.1.2.2. Teachers shall provide lesson plans, whenever possible, for day-to-day absences. Each teacher shall make a file available with items such as daily schedules and procedures, seating charts, classroom rules and disciplinary plans, to be used by substitutes.

23.1.3. Non-Approved Absences

23.1.3.1. Non-approved (unauthorized) absences will result in loss of compensation for the time absent. The deduction for such absence shall be the fraction of the annual salary that the number of days of absence is to the total number of days in the school year. A unit member who takes unauthorized absence may be subject to disciplinary action.

23.2. Paid Leave

All leaves described within this section qualify as “paid leaves” for the purpose of Article 28.3.1 and 21.4.1.

23.2.1. Sick Leave

23.2.1.1. A unit member's absence from work due to illness or injury shall be designated as sick leave, and in accordance with policy, shall be paid leave.

23.2.1.2. Each unit member shall accrue one (1) day of sick leave for each month of employment, based upon their percentage of employment. 10.5 month employees shall accrue 10.5 days sick leave. Part time unit members receive a pro rata share.

23.2.1.3. Unused sick leave shall be carried forward to the succeeding year and shall be cumulative.

23.2.1.4. Unused sick leave is transferable within the California Public School System according to law. Unused sick leave will be applied to service credit upon retirement according to law.

23.2.1.5. A doctor's statement may be required from a unit member who is absent for more than three consecutive days as a result of illness.

23.2.1.6. Unit members returning to work from sick leave involving major surgery or illness may be required to present a doctor's release verifying medical permission to return to work.

23.2.2. <u>Extended Sick Leave</u>

23.2.2.1. Upon exhaustion of all accumulated sick leave, a unit member who would otherwise qualify for sick leave under provisions of this Article shall receive, for no more than five months, the difference between his/her pay and the full cost of a substitute, whether or not a substitute is provided.

23.2.2.2. Unless additional days are provided through the Catastrophic Leave Bank, Article 24, a unit member shall be provided not more than five months of extended leave per illness or accident. However, if a school year terminates before the five months are exhausted, the unit member may take the balance of the days in a subsequent school year.

23.2.3. <u>Work Related Accident or Illness Leave</u>

23.2.3.1. Unit members are entitled to a leave of absence for a work related accident or illness arising in the course of his/her assigned duties.

23.2.3.2. For such leave, the unit member shall be granted no more than 60 working days in any one fiscal year for the same work related accident or illness.

23.2.3.3. Allowable work related accident or illness leave shall not be accumulated from year to year.

23.2.3.4. Accidents must be reported immediately.

23.2.3.5. The accident or illness must be accepted by the District workers compensation claims administrator as a bona fide injury or illness arising.

23.2.3.5.1. The leave under these rules and regulations shall commence on the first day of absence.

23.2.3.5.2. When a member is absent from his/her duties on account of work related 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, will result in payment to him/her of not more than his/her full salary. Work related accident or illness leave shall be reduced by one day for each day of authorized absence regardless of temporary disability indemnity award.

23.2.3.5.3. When a work related accident or illness leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due him/her for the same illness or injury.

23.2.3.5.4. During any paid leave of absence, the unit member shall endorse to the District the temporary disability indemnity checks received on account of his/her work related accident or illness. The District, in turn, shall issue the unit member appropriate salary warrants for payment of the member's salary and shall deduct normal retirement and other authorized contributions.

23.2.3.5.5. The benefits provided by these rules and regulations shall be applicable to all members upon completion of one calendar year of service to the District.

23.2.3.5.6. Any member receiving benefits as a result of these rules and regulations shall, during period of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the State.

23.2.3.5.7. Upon termination of the work related accident or illness leave, the unit member shall be entitled to the benefits provided for sick leave and his/her absence for such purpose shall be deemed to have commenced on the date of termination of the work related accident or illness leave, provided that if the member continues to receive

temporary disability indemnity, he/she may elect to take as much of the accumulated sick leave which when added to his/her temporary disability indemnity will result in payment to him/her of not more than his/her full salary.

23.2.4. <u>Pregnancy Leave</u>

23.2.4.1. Absences due to pregnancy, miscarriage, childbirth and recovery there from are covered under sick leave.

23.2.4.2. The length of the leave of absence, including the date on which the leave shall commence and the date on which the unit member shall resume duties, shall be determined by the unit member and her physician.

23.2.4.3. The unit member shall provide written notice and physician verification to Human Resources as soon as possible regarding the expected date on which the leave will commence, and the expected date on which the unit member may resume duties.

23.2.4.4. Available sick leave will be used only during leave which has been authorized by a physician. Extended sick leave/differential pay will be used when the unit member remains on a physician authorized leave but has exhausted all available sick leave.

23.2.5. <u>Child Bonding (Maternity/Paternity) Leave (EC 44977.5)</u>

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

23.2.5.2. For mothers, the 12-week child bonding leave may not commence until the conclusion of any pregnancy disability leave. For non-birthing parents, the 12-week child bonding leave shall commence on the first day of such leave.

23.2.5.3. The leave must be completed within one calendar year of the birth, adoption or placement.

23.2.5.4. Pursuant to Education Code section 44977.5, if the unit member exhausts his/her accumulated sick leave prior to expiration of the 12-week child

bonding leave, s/he shall be entitled to differential pay as defined in Education Code section 44977.5 for the balance of the 12-week period.

23.2.5.5. The unit members must provide the District at least thirty (30) days prior notice of intent to take child bonding leave, except in the case of emergency.

23.2.6. <u>Personal Necessity Leave</u>

23.2.6.1. The District shall grant personal necessity leave to unit members.

23.2.6.2. Personal Necessity Leave may be utilized for reasons which the bargaining unit member cannot reasonably be expected to disregard and which require the attention of the bargaining unit member during assigned working hours of service.

23.2.6.3. Personal Necessity Leave can be used for the diagnosis, care, or treatment of an existing health condition, as well as preventive care, for a family member. For purposes of this section, family member is defined as:

23.2.6.3.1. Child (biological, adoptive, foster, step, legal ward, or to whom employee stands in loco parentis), regardless of age or dependency status.

23.2.6.3.2. Parent (biological, adoptive, foster, step, legal guardian, or person who stood in loco parentis when employee was a minor) of the employee.

23.2.6.3.3. Spouse or registered domestic partner.

23.2.6.3.4. Grandparent or Grandchild

23.2.6.3.5. Sibling

23.2.6.4. Up to three (3) days of authorized Personal Necessity Leave may be utilized without the need to give a reason for the absence.

23.2.6.5. A maximum of seven (7) days of accumulated sick leave may be used in any school year for personal necessity leave.

23.2.6.5.1. Personal Necessity may include participation in “once in a lifetime” events, e.g., parents 50th wedding anniversary, child’s move to college.

23.2.6.5.2. In no case shall personal necessity leave be used for vacation purposes.

23.2.6.6. The district may limit to no more than five percent (5%) of the members of the unit who may use personal necessity at any one time. Misuse of personal necessity leave is subject to disciplinary procedure.

23.2.6.7. For an employee who is a victim of domestic violence, sexual assault, or stalking, personal necessity leave may be used to take time off work for any the following reasons:

23.2.6.7.1. To obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or his or her child.

23.2.6.7.2. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.

23.2.6.7.3. To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.

23.2.6.7.4. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.

23.2.6.7.5. To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

23.2.6.7.6. For purposes of this section, the terms "domestic violence," "sexual assault," and "stalking" are as defined in California Labor Code section 230 and 230.1.

23.2.6.8. The regular procedure of requesting a substitute teacher through the substitute office must be followed for personal necessity leave.

23.2.7. <u>District Business Leave</u>

23.2.7.1. Upon approval of the superintendent or designee, unit members may be absent without loss of pay to conduct District-approved business. The superintendent or designee shall set the time, duration and place of such absences.

23.2.8. <u>Bereavement Leave</u>

23.2.8.1. A leave of absence with pay and without deductions from accumulated sick leave, not to exceed five (5) days, shall be granted to a unit member

due to the death of any member of his/her immediate family or any person who is a member of the immediate household of the member.

23.2.8.2. Immediate family is defined as: brother, sister, father, mother, husband, wife, domestic partner (as identified by the District's affidavit), child, or any grand/in-law/step relationship of those stated in this paragraph.

23.2.8.3. Any additional days requested beyond those provided by the Bereavement Leave section must be handled through the provisions under the section "Personal Necessity Leave."

23.2.8.4. Bereavement Leave must be taken within a year of the death, and need not be taken on consecutive days.

23.2.9. <u>Jury Duty/Legal Witness Leave</u>

23.2.9.1. Every unit member shall be entitled to take leave from his/her regular duties without loss of wages, sick leave, or other employment benefit for the purpose of responding to jury duty to which he/she has been summoned, or as a witness in court other than as a litigant or to respond to an official order from another government jurisdiction for reasons not brought about through the connivance or misconduct of the employee.

23.2.9.2. It shall be the responsibility of each person selected to serve on jury duty to notify his/her immediate supervisor, to make the necessary arrangements for a substitute, and to file the Request for Leave form.

23.2.9.3. Any amount paid for services on a jury or as a witness becomes due and payable to the District, except the unit member may retain any fee paid as a travel allowance.

23.2.10. <u>Association Leave</u>

23.2.10.1. Association representatives shall have no more than a total of twenty-five (25) days of paid leave per calendar year. The Association will reimburse the District for each assigned substitute necessary when such leaves are utilized. The Association will notify the Assistant Superintendent, Human Resources at least two (2) days prior to utilizing such leave.

23.2.10.2. District shall release the President of UTSC for 40% of his/her full time contract, paid for by the District. Included, but not limited to, in the duties the President shall complete during this District paid release time will be grievance problem-solving. The Association shall pay for the release of

the additional 60% of the President's release time, allowing the UTSC President position to be a full-time release assignment from his/her full-time position with the District. All aspects of this person's employment shall continue in full force and effect while he/she is a full-time release president, including, but not limited to, status, seniority, STRS, sick leave and salary schedule movement. The use of leave by the full-time release president shall be reported to the District for record-keeping purposes.

23.2.11. <u>Health Benefits During Paid Leave</u>

23.2.11.1. Unit members on a paid leave of absence shall continue to receive wages, health and welfare benefits, and retirement credit in the same amounts as if they were not on leave. Those unit members who go on an unpaid leave of absence during any pay period shall receive their health and welfare benefits for the balance of that pay period. Thereafter, they shall be allowed continued benefits at their own expense.

23.2.12. <u>Return From Paid Leave</u>

23.2.12.1. Unit members returning from paid leave of one school year or less, shall be entitled to return to the same position and assignment held prior to the leave, providing that position still exists in the District. If the position does not exist, the unit member shall be entitled to a position in the District which is appropriate to his/her credential.

23.2.12.2. The Association shall be notified within 24 hours if a unit member is placed on paid administrative leave.

23.3. <u>Unpaid Leave</u>

All leaves described within this section do not qualify as "paid status" for the purpose of Article 28.3.1 and 21.4.1.

23.3.1. <u>General Personal Leave Without Pay</u>

23.3.1.1. Leaves of Absence under this section may be granted when the District and the unit member may both benefit from the granting of the leave.

23.3.1.2. A unit member shall submit a request for leave without pay of 5 days or less to the immediate supervisor.

23.3.1.3. Requests for leaves in excess of 5 days shall be submitted to the Human Resources Department prior to March 1 to be effective for the ensuing

school year, or 90 days prior to the leave if it is to start during the current school year.

23.3.1.4. Trimester/semester leaves may be granted under this policy if the request is approved three (3) months prior to the beginning of the trimester/semester requested.

23.3.1.5. Trimester/semester leaves will be permitted if a suitable replacement can be found, and it can be demonstrated that students will not be adversely affected by the granting of such a leave.

23.3.1.6. The purpose of a leave must be stated in the letter of request. Evidence to the contrary, such as acceptance of employment with another school district without the explicit permission of the Board, may result in the rescission of the leave agreement and any rights under the collective bargaining agreement.

23.3.1.7. Notification of the unit member's intent to return following a leave of absence shall be on file with the Human Resources Department no later than March 1 or on the date stipulated by the Board of Education if the leave is for a period shorter than one year.

23.3.1.8. Employees shall keep their "leave address" current in the Human Resources Department.

23.3.1.9. Unpaid leave shall not count toward credit for probationary teachers in earning permanent status.

23.3.2. <u>Unpaid Medical Leave</u>

23.3.2.1. If a unit member continues to be medically unable to perform the duties of his or her position after exhausting all available sick leave, including accumulated sick leave and the five month extended period, and is not medically able to resume the duties of his or her position, the District will place the unit member on the reemployment list for 24 months, if probationary, and 39 months, if permanent. Should the unit member become medically able to resume his or her duties while on the reemployment list, he or she shall be returned to employment in a position for which he or she is credentialed and qualified. The 24-month or 39-month period shall commence at the expiration of the five-month period.

23.3.2.2. Any unit member may be granted a leave of absence without pay for reasons of health.

23.3.2.3. A statement of need by a qualified physician will be required by the Board.

23.3.2.4. Before returning to duty, a statement must be furnished from the physician indicating that the returning employee can resume full-time employment without detriment to his/her health, or to the health or welfare of the staff or children.

23.3.2.5. Probationary or tenure status of an employee requesting health leave will not be affected if the provisions for application are fulfilled.

23.3.2.6. Those unit members who go on an unpaid leave of absence during any pay period shall receive their health and welfare benefits for the balance of the pay period. Thereafter, they shall be allowed continued benefits at their own expense within District-sponsored programs at the group rate.

23.3.3. <u>Unpaid Child Rearing Leave</u>

23.3.3.1. Leave without pay or benefits may be granted to a unit member for child rearing.

23.3.3.2. The unit member shall make such a request to the Human Resources Department as soon as practicable during the birth/adoption year, but under no circumstances less than thirty (30) days prior to the date on which the leave is to begin. Such a request shall be in writing and shall include a statement as to the dates the unit member wishes to begin and end the leave.

23.3.3.3. <u>Duration of leave during birth/adoption year</u>

The duration of this leave shall consist of no more than the remainder of the current school year in which the birth or adoption occurs.

23.3.3.4. <u>Duration of leave in year subsequent to birth/adoption year</u>

Unpaid child rearing leave may be extended for the following school year. A request for such an extension must be made to the Human Resources Department by February 15. Should the birth or adoption occur after February 15, the request for the additional year must be made within two (2) calendar weeks of the birth or adoption.

23.3.3.5. <u>Duration of leave in second full year after birth/adoption</u>

The District may renew a leave request for a second year provided the request is being submitted by February 15, and it is within the District's interest to do so.

23.3.4. <u>Family Care and Medical Leave</u>

23.3.4.1. In accordance with state and federal law, eligible unit members are entitled to this leave due to his/her own serious health condition, or to care for a family member (see below) who has a serious health condition.

23.3.4.2. Eligibility: An eligible unit member is one who has worked at least 1250 hours in the preceding 12 months.

23.3.4.3. Family Member: Spouse or domestic partner; child; and parent.

23.3.4.4. Duration, Pay and Health Benefits:

23.3.4.4.1. Leave is limited to twelve weeks in a twelve-month period, and may be as short as half a regular workday except for leave to care for a family member who is a covered service member with a serious injury or illness described in 23.3.4.5.5 below. Such leave provided in 23.3.4.5.5 is limited to twenty-six weeks in a twelve-month period.

23.3.4.4.2. Leave is without compensation unless it is taken under section 23.2.5 or concurrently with other paid leave.

23.3.4.4.3. The District maintains its contribution to unit member health benefits.

23.3.4.5. **<u>Reasons for Leave</u>**

23.3.4.5.1. Care of a child, parent, spouse or domestic partner of the unit member who has a serious health condition.

23.3.4.5.2. Unit member's own serious health condition;

23.3.4.5.3. Unless taken under section 23.2.5, bonding with newborn child or child placed with unit member in connection with adoption or foster care;

23.3.4.5.4. Because of any "qualifying exigency" arising out of the fact that the spouse, domestic partner, son, daughter, or parent of the unit member is on active duty in the Armed Forces in support of a contingency operation or called to active duty status; or

23.3.4.5.5. Care of a spouse, domestic partner, son, daughter, parent or next of kin of the unit member and is a covered service member with a serious injury or illness.

23.3.4.6. **Procedures**

23.3.4.6.1. Leave under this Article shall commence on the date indicated by the unit member in the leave notice provided by the unit member to her/his supervisor.

23.3.4.6.2. The leave notice shall specify: Leave will be taken pursuant to this section, the reason for the leave, the date the leave commences, the anticipated pattern of leave use if the unit member will not be absent continuously, whether the unit member will substitute other paid leave for leave under this Article and if so how much paid leave, and the anticipated date of return to continuous active service, if known to the unit member.

23.3.4.6.3. At the time of the employee's request for leave for his/her own or his/her child's, parent's, spouse's or domestic partner's serious health condition, or within five business days of the request, the Superintendent or designee shall request that the employee provide certification by a health care provider of the need for leave. Upon receiving the district's request, the employee shall provide the certification within 15 days, unless either the Superintendent or designee provides additional time or it is not practicable under the particular circumstances, despite the employee's diligent, good faith efforts.

23.3.4.6.4. If the employee is requesting leave to care for a child, parent, spouse or domestic partner with a serious health condition, both of the following shall be provided:

23.3.4.6.4.1. Statement that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or supervision of the child, parent, spouse, or domestic partner.

23.3.4.6.4.2. Estimated amount of time the health care provider believes the employee needs to care for the child, parent, spouse or domestic partner.

23.3.4.6.5. If the employee is requesting leave because of his/her own serious health condition, a statement shall be provided that due to the serious health condition, he/she is unable to work at all or is unable to perform one or more essential functions of his/her job.

23.3.4.6.6. If the employee is requesting leave for intermittent treatment or is requesting leave on a reduced leave schedule for planned medical treatment, a statement shall be provided of the medical necessity for the leave, the dates on which treatment is expected to be given, the duration of such treatment, and the expected duration of the leave.

23.3.4.6.7. Leave under this Article shall terminate on the next working day following the date indicated by the unit member in the return notice provided by the unit member to her/his supervisor.

23.3.4.6.7.1. The return notice shall specify: That the unit member is on leave pursuant to this Article that the unit member will return to continuous active service, and the date upon which the unit member will return to continuous active service.

23.3.4.6.8. Upon expiration of leave taken for his/her own serious health condition, an employee shall present certification from his/her health care provider that he/she is able to resume work. The certification from the employee's health care provider shall address the employee's ability to perform the essential functions of his/her job.

23.3.4.6.9. Delivery of a leave or return notice shall be by any means reasonably likely to inform the supervisor of the unit member's absence from or return to continuous active service.

23.3.4.7. If a unit member on leave under this Article determines to resign or retire without returning to continuous active service, the unit member shall provide written notice of such determination to the District, designating the last day of employment.

23.3.5. <u>Military Leave</u>

23.3.5.1. The District will comply with applicable state and federal law regarding military leave.

23.3.5.2. Unit members whose service in the District has been interrupted by entry into active military service are entitled to return to the position held by him/her at the time of his/her entrance into such service at a salary to which he/she should have been entitled had he/she not absented himself/herself from the school District.

23.3.5.3. Probationary or permanent unit members who are called to active military service shall be entitled to absent himself/herself from his/her duties as an employee of the District.

23.3.5.4. Such absence shall not affect in any way his/her classification. In the case of a probationary member, the absence shall not be construed as a break in the continuity of the service of an employee for any purpose. The absence, however, shall not count as part of the service required to classify an employee as a permanent employee of the District.

23.3.5.5. Within six (6) months after an employee honorably leaves the service or has been placed on inactive duty, he/she shall be entitled to return to the position held by him/her at the time of his/her entrance into the military service, at the salary which he/she would have been entitled had he/she not absented himself/herself from the service of the school District, providing that position still exists in the District. If the position does not exist, the unit member shall be entitled to a position in the District which is appropriate to his/her credential.

23.3.6. <u>Military Leave – Temporary</u>

23.3.6.1. Unit members who are in the Guard, Reserves, or Naval Militia are entitled to up to 17 days of unpaid leave per year for military training, drills, encampment, naval cruises, special exercises, or similar activities.

23.3.6.2. Unit members employed in the district for a period of one (1) year or more who are required to perform duties arising from reserve status shall have the same rights and privileges he/she would have enjoyed had he/she not absented himself/herself from the District.

23.3.7. <u>Leave for Study, Travel, or Professional Improvement</u>

23.3.7.1. The District may grant unpaid leave for study, travel, and/or professional improvement.

23.3.8. <u>Return from Authorized Unpaid Leave</u>

23.3.8.1. Unit members returning from any type of unpaid leave shall be entitled to a position in the District which is appropriate to their credential and at the same percentage of employment prior to taking the leave.

ARTICLE 24: CATASTROPHIC LEAVE BANK

24.1. Participation

24.1.1. Participation in the Catastrophic Leave Bank, herein referred to as the "Bank," or "CLB" is voluntary.

24.1.2. Unit members with at least one (1) day in sick leave enrolling for the first time shall contribute one (1) day to join the Bank.

24.1.3. "Sick Leave" as referred to in this article is accrued regular sick leave as defined in Article 23.2.1.2 unless otherwise indicated.

24.1.4. Only those who donate may receive contributions from the bank.

24.1.5. Unit members who donate a day to join the Bank, leave the bargaining unit and return to the bargaining unit shall resume membership in the Bank with full access to the Bank, unless additional donations have been required during their absence.

24.1.6. Upon their return to the bargaining unit, it is the unit members' responsibility to verify that their membership in the Bank is current.

24.2. Procedure for Contributing to the Catastrophic Leave Bank

24.2.1. The Association will conduct an open enrollment period annually between the start of school and October 15, in which members will be invited to join the Bank. Employees hired after the first week of school in any school year shall have thirty (30) calendar days from the date of hire to elect to participate. Unit members who do not have one (1) day in sick leave or do not join the Bank when first becoming eligible must wait until the next open enrollment period between the start of school and October 15 to enroll.

24.2.2. Sick leave days may only be contributed during any CLB open enrollment period, except during a special contribution period as designated by the Catastrophic Leave Committee (herein the "Committee").

24.2.3. Voluntary donations of additional days may be made at any time by existing Bank members, but membership in the Bank may only be granted during CLB open enrollment periods.

24.2.4. Contributions to the Bank are irrevocable and shall be in full day increments only.

24.2.5. If the number of days in the Bank at the beginning of a school year exceeds three hundred (300), no contribution shall be required of returning members of the Bank. Those unit members joining the Bank for the first time shall be required to contribute one (1) day to the Bank.

24.2.6. A special contribution period of current Bank members shall be required by the Committee when the bank of days drops to or below two hundred (200) days. This contribution is required to remain in the Bank.

24.2.7. Unit members who are drawing from the Bank at the time of the special contribution will not be required to contribute to remain eligible to draw from the Bank. If a Bank participant has no remaining sick leave at the time of the special contribution, they shall contribute the additional day during CLB open enrollment the following year to remain a participant in the Bank.

24.2.8. Unused days remaining in the Bank shall carry over from year to year.

24.3. <u>Eligibility for a Withdrawal from the Catastrophic Leave Bank</u>

24.3.1. To qualify for Catastrophic Leave Bank days ("CLB days"), the unit member must have suffered an illness or injury that is expected to incapacitate them for an extended period of time and which prevents the unit member from performing their regularly assigned work.

24.3.1.1. A qualified health care provider shall verify the unit member's request. If a healthcare provider's note is not received by the Committee within twenty (20) working days of the submission of the application then the application will be closed and the member will need to reapply.

24.3.2. Unit members shall apply for a withdrawal from the Bank by filling out the application form, available on the UTSC website.

24.3.3. Unit members must have exhausted their sick leave, including any new regular sick leave days provided at the start of the school year, before applying to the Bank.

24.3.4. Leave from the Bank may not be used for illness or disability that qualified a unit member for workers' compensation benefits.

24.3.5. Applications must be received by the Committee no later than thirty (30) calendar days after the first day of the requested leave.

24.3.6. Members have the option to begin the application process from the Bank up to thirty (30) working days in advance of the first day of the requested leave.

24.3.7. Once a unit member has donated a day to the Bank during the enrollment period, they may apply and have access to the Bank regardless of the date of onset of the catastrophic illness or injury.

24.4. <u>Procedure for a Withdrawal Request from the Catastrophic Leave Bank</u>

24.4.1. A unit member who wishes to use Catastrophic Leave shall submit the District's Request for Leave prior to submitting a request on the Catastrophic Leave form to the Committee stating the facts that support their need for catastrophic leave accompanied by a medical verification from a qualified healthcare provider of the need for leave within twenty (20) working days of the submission of the application.

24.4.2. Withdrawal from the Bank shall be granted in increments of no more than thirty (30) working days. Unit members may submit requests for an extension, of up to thirty (30) working days, as their prior grants expire.

24.4.3. Each request for an extension of a withdrawal from the Bank must be accompanied by medical verification from a qualified healthcare provider of the need for the leave.

24.4.4. CLB days need not be taken consecutively.

24.4.5. Catastrophic Leave shall be granted in full and/or half (1/2) day increments. They shall not be granted in smaller or hourly increments.

24.4.6. Unit members using CLB days shall not accrue any other leave provided by this agreement or by law.

24.4.7. Any CLB days granted to but not used by a recipient shall be returned to the Bank (including, in cases where the member retires or leaves the District or bargaining unit). Any CLB days granted to but not used by the recipient shall not be counted towards their total cumulative maximum.

24.4.8. CLB Days granted shall commence after the exhaustion of their regular sick leave provided by the District.

24.4.9. CLB Days granted by the Bank may be used prior to, in combination with, or after the exhaustion of Differential Leave/Extended Sick Leave (in compliance with Article 23.2.2). Employees using CLB days following exhaustion of their regular sick leave but prior to the commencement of Differential Leave/Extended Sick leave shall receive their full regular pay during this time.

24.4.10. Employees on Differential Leave/Extended Sick Leave, regardless of the use or cost of a substitute, shall be awarded days from the Bank at the rate of one-half (1/2) day for every day of absence. They shall receive their full regular pay during this time.

24.4.11. A cumulative maximum of one hundred twenty (120) days may be distributed to any one applicant over the course of their employment with SCUSD after which time a unit member shall no longer be eligible to withdraw CLB days from the Bank. Any half-days used will only be calculated as 0.5 days when the District and Association calculate the unit members' cumulative number of days used. For example, a member who uses thirty (30) half-days, will have fifteen (15) days deducted from their 120 day allotment of CLB day.

24.4.12. CLB half/full days may not be used in combination with a member's private disability policy's wage replacement.

24.4.12.1. Unit members who have a private disability insurance policy may use their private disability benefits at any time they choose, except for wage replacement simultaneously with CLB days, as allowed by their policy. Unit members who have a private disability policy may use their private disability. The District has no authority over members to determine when they may use their private disability policy benefits or responsibility for the consequences of the unit member's decision in this regard.

24.5. <u>Catastrophic Leave Bank Committee</u>

24.5.1. The Catastrophic Leave Bank shall be administered by a three (3) member Catastrophic Leave Bank Committee appointed by UTSC. The terms of the Committee shall be staggered three (3) year terms. Initial appointments shall be for one (1) year, two (2) years, and three (3) years.

24.5.2. The Committee shall designate one (1) of its members as Chairperson.

24.5.3. The Committee shall be responsible for administering the Catastrophic Leave Bank in accordance with this Agreement and applicable state law. The Committee's duties are as follows:

24.5.3.1. Develop an application procedure;

24.5.3.2. Receive leave requests;

24.5.3.3. Verify the validity of requests;

24.5.3.4. Approve or deny requests within ten (10) working days of receipt of the application;

24.5.3.5. Communicate the Committee's decision to affected unit members or their designee, to the Human Resources Department and the District;

24.5.3.6. Approve and distribute appropriate forms for donating and requesting CLB days;

24.5.3.7. Require a current note from a qualified healthcare provider if a participant has drawn thirty (30) CLB days and requests an extension in order to grant additional CLB days.

24.5.3.8. Recommend, if appropriate, that an applicant for Catastrophic Leave apply for STRS/PERS disability allowance in lieu of using the leave provided in this section;

24.5.3.9. Maintain appropriate record-keeping procedures, including the total number of accumulated days in the Bank, the names of donors and participating members, and the number of days used by each recipient;

24.5.3.10. Keep all records confidential and not disclose the nature of any illness except as is necessary to process the request for leave and appeals of denials; and

24.5.3.11. Approve, only by a majority vote of the CLB Committee, requests for withdrawal from the Bank,

24.5.4. It shall be at the sole discretion of the CLB Committee to determine whether unit members qualify for withdrawal from the Bank.

24.5.5. The decision of the CLB Committee to approve or deny a request shall be final and not subject to Article 11, Grievance.

24.5.6. Members whose application for withdrawal of CLB days is denied shall have the right to appeal the Committee's decision to the UTSC Executive Board. Such appeal shall be made within thirty (30) working days of the denial. The appeal can be made in writing or in person at the next regularly occurring leadership team meeting. The decision of the Executive Board shall be final. A denial from the Executive Board shall not affect the member's right to make a subsequent application to withdraw from the Catastrophic Leave Bank should there be a change in circumstances.

24.6. District Responsibilities

24.6.1. The District shall have the following responsibilities:

24.6.1.1. Receive, verify and process all withdrawal awards provided by the Association;

24.6.1.2. Verify the member's regular sick leave balance;

24.6.1.3. Determine the date that a unit members' sick leave runs out, when differential leave will begin, and when differential leave ends;

24.6.1.4. Process the transfer of awarded CLB days to the member's sick leave account, including those retroactively awarded;

24.6.2. Upon receipt of a written request to withdraw half and/or full days from the Bank, the District shall provide an accounting summary to the CLB Chair of the regular sick leave days, and any other paid time off the requestor may be entitled to (related to the circumstances giving rise to the request for CLB) as of the date of the request.

24.6.3. Upon receipt of written instructions from the CLB Committee, the District shall debit the Bank and credit the unit member with CLB days.

24.6.4. The District and the Association will meet in the late spring of every school year and conduct an annual audit of CLB awards and calculations. The Committee Chair will use a District Business day to attend the audit.

24.6.5. The District's responsibilities shall not include determining when or how members apply for or use Catastrophic Leave; However, the District shall notify UTSC as soon as possible if it appears a unit member has not followed the requirements of this Article.

24.7. <u>Meet And Negotiate Related to Potential Changes in Sick Leave Deductions</u>

24.7.1. If or at such time that sick leave is granted by the District on a basis other than as provided in this Article, the Association and the District shall meet and negotiate on all sections in this Article that may be impacted by this change.

ARTICLE 25: CHILDREN CENTER/STATE PRE-SCHOOL PERMIT TEACHERS

25.1. General provisions applicable to Children Center and State Pre-School unit members

25.1.1. **Class Size and Ratio**

Class size and ratio shall be determined by Community Care Licensing, Title 22 and California Department of Education, Title 5 regulations.

25.1.2. **Assignment, Transfer, Reassignment**

Assignment, transfer, reassignment shall be confined to Children's Centers and State Preschools. A permit teacher must submit a transfer request by February 15 to the Human Resources Office and indicate on the transfer form a request for an interview. The permit teacher will be offered at least one interview with an administrator who has the authority to make a recommendation for placement. The offered interview does not guarantee the requested transfer assignment. Unit members requesting a voluntary transfer must have on file in the Human Resources Office a current satisfactory evaluation.

25.1.3. **Leaves**

Unit members shall follow Article 23 of the contract, except for § 23.1.1.1. Children's Centers and State Preschool unit members must report all absences to the electronic absence management system and their supervisor at least 2 hours prior to the start of their work day.

25.1.4. **Class Coverage on non-work day**

25.1.4.1. A unit member who substitutes for an absent unit member on the substitute unit member's non-work day shall be paid the substitute unit member's per diem rate.

25.1.4.2. A unit member who covers a vacancy on the unit member's non-work day, while the District is in the process of hiring a teacher for that position, shall be paid the unit member's per diem rate.

25.1.5. **Adjunct Duties**

25.1.5.1. The Site or Supervisor and the unit members shall prepare a master list of all adjunct duties and the estimated time required to perform each duty at the beginning of each calendar year.

25.1.5.2. Adjunct duties shall include activities that encourage student learning, parent participation, school sponsored events and other extracurricular duties.

25.1.5.3. Unit member shall sign up for four (4) hours of adjunct duties from the master list each calendar year.

25.1.5.4. Nothing in this Article shall preclude any bargaining unit member from voluntary participation in school related activities that they deem appropriate.

25.1.6. **Evaluation**

25.1.6.1. Probationary and temporary permit teachers shall be evaluated annually. Permanent unit members shall be formally evaluated at least once every two years.

25.1.6.2. Unit members shall receive their final evaluation not later than 30 days before the last school day scheduled on the school year calendar.

25.1.6.3. The evaluation criteria and tool shall be mutually developed by the UTSC and the District.

25.1.7. **Compensation**

25.1.7.1. Each year of service (75% or more), will advance the unit member one (1) vertical step in their Class column.

25.1.7.2. Horizontal movement across the schedule requires the securing of approved undergraduate, graduate courses, or a BA degree. Graduate level courses are required to advance beyond the BA Degree Class.

25.1.7.3. A unit member possessing a preliminary or clear California credential authorizing service in pre-school through grade 12, or an out-of-state equivalent, shall qualify for an additional five percent (5%) of Class III, Step I, on the Salary Schedule.

25.1.7.4. Unit members with a Master's degree from an accredited institution shall receive the Master's degree stipend (Appendix B).

25.1.7.5. A newly hired teacher will receive up to six (6) years credit for full-time out of the district experience. 75% of the days in the teachers work year is required to qualify for each year of out of the district credit.

25.1.8. **Budget Review**

The parties will meet to review the current budgets for Children Center and State Pre-School programs by February 15 each year.

25.2. Children Center Teachers

25.2.1. **Work year**

Effective July 1, 2017, the individual unit member's work year shall be 226 days. The Children Center student calendar follows the state required calendar days.

25.2.2. **Work Day**

25.2.2.1. Children Center unit members' contractual day shall not exceed eight (8) hours a day. Unit members will be with children during their entire work day with the exception of preparation time, lunch and breaks. All unit members who work an eight (8) hour day at their site shall have the following: a one (1) hour duty-free lunch; and two (2) 15 minute duty-free breaks within their contractual day.

25.2.2.2. Unit members' workday shall be determined by their teaching assignment.

25.2.3. **Preparation Period**

Full time (8 hour/day) unit members shall receive 75-minutes of preparation time each week. Unit members working fewer than 8 hours and 4 hours or more shall receive a prorated amount of preparation time.

25.2.4. **Benefits**

Unit members whose regular work day is five and one-half (5-1/2) hours or more shall receive the District contribution to medical benefits for full time unit members, pursuant to Article 29, § 29.

25.2.5. **Site Supervisors**

25.2.5.1. The Site Supervisor at each Children's Center, working under the supervision of the Program Administrator, shall be responsible for the operation of the Children's Center.

25.2.5.2. Supervisors shall not evaluate unit members at their sites.

25.2.5.3. Children's Center Site Supervisor shall be compensated $1643 a year. This compensation does not fall under and is exempt from Article 28.4.3.

25.3. State Pre-School Permit Teachers

25.3.1. Work Year

State Pre-School unit members shall follow the District's instructional calendar. The State Pre-School unit members' work year shall include 180 student days, one (1) day for District Orientation, two (2) days for unit members' workdays and enrollment, and two (2) days Staff Development.

25.3.2. Work Day

25.3.2.1. Unit members' work day shall be 5½ hours. In addition, unit members shall have a 30 minute duty free lunch.

25.3.2.2. Unit members' workday shall be determined by their teaching assignment.

25.3.3. Benefits

Unit members whose regular work day is five and one-half (5-1/2) hours or more shall receive the District contribution to medical benefits for full time unit members, pursuant to Article 29, § 29.

ARTICLE 26: SPECIAL EDUCATION

26.1. Unless otherwise specifically modified by this article, all other provisions of this Agreement apply to special education staff.

26.2. **Terms:**

26.2.1. Student: a student who has an active IEP

26.2.2. Specialized Academic Instruction (SAI), Adapted or modified instruction, as appropriate to the needs of the student, and content, methodology, or delivery of instruction, pursuant to the student's IEP, to support the student's access to the general curriculum and while meeting the standards that apply to all District students.

26.2.3. SAI Teacher: A Resource Specialist or a special education teacher with a mild moderate or special education teacher moderate/severe authorization who provides instruction, special education support, and/or educational assessments to students as defined in section 26.2.2 with active IEPs pursuant to this Article as follows:

- In a self-contained special education classroom, or
- In a "push in/pull out" special education model where the majority of the students' day is in General Education classes, or
- An SAI Teacher also includes a teacher who holds a special education and core subject credential or the equivalent and teaches a "basic core curriculum class" at the secondary level.

26.2.4. Caseload: IEP management responsibility.

26.3. **Preparation Time**

26.3.1. SAI teachers in self-contained classrooms and those teaching basic curriculum classes at the secondary level shall have the same amount of preparation time as general education teachers at the corresponding grade level/grade span.

26.3.2. SAI Teachers who work with students with IEPs in Gen Ed for the majority of the day shall arrange their schedules to allow for the same amount of preparation time as general education teachers at the corresponding grade level/grade span, and shall submit the proposed schedule to the principal for approval.

26.3.3. If an elementary SAI teacher's caseload includes any student in grades 3-5, that teacher shall receive the same amount of preparation time as general education teachers in grades 3-5.

26.3.4. Release/extra days

26.3.4.1. SAI Teachers are entitled to 10 release days per year to perform IEP and other student related non-instructional duties; a SAI Teacher may be permitted to use up to five (5) of these days on non-work days to perform such duties. Teachers shall arrange the use of these days with their site administrator. The administrator shall approve release days unless there is no available substitute teacher, or if the requested day conflicts with scheduled meetings or other site or District training activities. To use a non-work day, the SAI Teacher shall submit a written request with an explanation to obtain prior written approval from the Supervisor and shall receive the instructional rate of pay for the extra day(s).

26.3.4.2. SLPs are entitled to 5 release and/or non-work days per year to perform IEP and other student related non-instructional duties. SLPs shall arrange the use of these days with their Supervisor. The Supervisor shall approve release days unless there is no available coverage for the SLPs caseload, or if the requested training activities. To use a non-work day, the SLP shall submit a written request with an explanation to obtain prior written approval from the Supervisor and shall receive the instructional rate of pay for the extra day(s).

26.4. **Class Size/Caseload**

26.4.1. Self-contained Special Education Class Size/Caseload

26.4.1.1. Autism – 8

26.4.1.2. Therapeutic – 10

26.4.1.3. Deaf and Hard of Hearing (HOH) – 10

26.4.1.4. Mild/Moderate elementary – 10

26.4.1.5. Moderate/Severe – 8

26.4.1.6. Moderate/Severe – 8 + 2 typical peers

26.4.1.7. ECSE Autism Specific – 8 + 2 typical peers

26.4.1.8. **Secondary Basic Curriculum Class Size** – Class size of Basic classes shall not exceed 20.

26.4.1.9. **Speech-Language Pathologist (SLP) Caseload:** SLP caseload shall not exceed an average of 50:1 speech students (prorated for part time) in the PREK-12 program and an average of 38:1 speech students (prorated for part time) in the special day class preschool program.

26.4.1.10. If the District is unable to employ a properly credentialed teacher for a self-contained classroom, a SAI teacher's self-contained teacher's class size maximum may be increased by up to 2 students. For each additional student, the teacher will be compensated at the rate of $20 per student, per day, prorated for part-time.

26.4.1.11. Caseload for a SAI self-contained teachers shall be equal to the number of students assigned to the teacher's class.

26.4.2. Caseload for SAI Teachers who work with students with IEPs in Gen Ed for the majority of the day shall be 26:1 (prorated for part time teachers). If the District is unable to employ a properly credentialed teacher, the SAI caseload may be increased to a maximum of 28 if the member voluntarily signs a waiver. For each additional student over 26, the teacher will be compensated at the rate of $20 per student, per day, prorated for part-time. At no time shall the caseload exceed 28.

26.4.3. **Secondary Basic Core Curriculum Class Teacher Caseload**

Assignment	**Caseload**	**Overages**	**With waiver**
4+ basic core classes	**18**	**20**	**22**
3	**21**	**23**	**25**
2	**24**	**26**	**28**
0/1	**26**	**28**	**30**

If the District is unable to employ a properly credentialed teacher, the Secondary Basic Core Curriculum Class Teacher's caseload (above) may be increased by two students, and by another two students if the member

voluntarily signs a waiver. For each additional student over the caseload, the teacher will be compensated at the rate of $20 for each day of overage per student, prorated for part-time.

26.4.4. Caseload adjustments shall be completed no later than the 15th student contact day after the beginning of each semester.

26.5. **SAI Teacher Assignment**

26.5.1. SAI teachers shall not have more preps (distinct curriculum) than they are credentialed/authorized to teach.

26.5.2. SAI teachers shall not be assigned to more than two sites and their caseloads shall be the same as the caseloads defined in this Article.

26.6. **General**

26.6.1. Insofar as appropriate, students with special needs shall be equitably distributed.

26.6.2. All teachers who have concerns about the number and/or needs of special education students assigned to their classroom may submit a request for review to the site principal and the site class size committee (see Article 20). The principal and committee shall review the concerns contained in the request to determine whether the placement(s) are appropriate and whether any changes or support are necessary.

26.6.3. Within five (5) days of placement, the student's case manager shall provide a copy of the student's IEP to the general education teacher(s) to whose class the student is assigned.

26.6.4. Preliminary self-contained class lists shall be developed by June 1st of each school year. Lists shall be provided to the self-contained class teachers prior to the close of school.

26.7. **Coverage for Specialists' (non-classroom teacher) extended absences**

Upon the request of a supervisor, and with the specialist's consent, a specialist may perform services on behalf of another specialist who is on an extended absence. With the prior approval of the supervisor, the specialist may perform such services during non-work time and shall be compensated at the instructional hourly rate for any such non-work time.

26.8. **Additional Compensation for SAI Teachers, Self-Contained Teachers, SLP's and Psychologists**

26.8.1. **Additional Signing Bonus**

26.8.1.1. SAI teachers, Psychologists, and SLPs shall receive a signing bonus of $5,000, phased in over three years: $1,000 in the first year; $2000 in the second year; and $2,000 in the third year. Part-time unit members shall receive a pro-rata share.

26.8.2. **Additional Maintenance Payment**

26.8.2.1. Beginning in the fourth year of employment, SAI teachers, Psychologists, and SLPs shall receive an annual payment of $2,500. Part-time unit members shall receive their pro-rata share. The Special Ed Maintenance payment is for the additional work (e.g. report writing, IEP facilitating/attending that occurs before and after contract hours).

26.8.3. To be eligible for these payments, the SAI teachers or SLP must be assigned to and actively working in special education.

26.8.4. The stipend shall be paid in equal monthly installments.

26.9. **Extended School Year (ESY)**

26.9.1. ESY class lists shall be developed by the last day of school. Lists shall be provided to the ESY teachers prior to the close of school. These lists shall be tentative based on the information known at that time.

26.10. **School Psychologists, SLPs, RSPs, Reassignments/Change in Placements**

26.10.1. Site/District administrators may initiate reassignment/changes in placements for the reason set forth in section 27.5.6.2.1 and 27.5.6.2.2 due to changes in enrollment, openings, staffing shortages or surpluses within a school or schools and or department or verified curricular needs. These assignments which may change at the beginning of the school year due to enrollment, shall be done in writing no later than the last day of instruction and shall be based on information known at that time.

26.10.2. Prior to moving or otherwise changing placements for each new school year, administrators shall provide notice to members as early as possible that a reassignment is needed along with a written rational for the change. Administrators will seek volunteers prior to imposing an involuntary reassignment/change in placement of any unit member.

26.10.3. Unit members required by the District to move into a different classroom/workspace shall be entitled to the packing and unpacking stipends set forth in Appendix B (Moving Classrooms due to Modernization).

26.10.4. If an involuntary reassignment/change in placement is made after the unit member has reported to work, the unit member will have at least two (2) working days without duties to move and prepare or they will be compensated at the non-instructional rate if the use of working days is not feasible. The District is responsible for moving the unit member's personal teaching materials. The unit member is responsible for packing and labeling all personal teaching materials. The receiving school shall prepare and clean the unit member's assigned room before the member is scheduled to occupy the room.

ARTICLE 27: ASSIGNMENT, TRANSFER AND REASSIGNMENT

27.1. The District reserves the right to assign, transfer and reassign personnel to meet the needs of students and the best interests of the school district except as specifically limited by this Article.

27.2. **Definitions**

27.2.1. **"Assignment"** - The grade level or levels and subjects taught or services performed by a unit member at a particular site or in a particular program.

27.2.2. **"Reassignment"** — A change in grade level at the elementary level (grades TK-5), or department at the secondary level (grades 6-12), at the same school site.

27.2.3. **"Transfer"** — A relocation from one site to another.

27.2.4. **"Voluntary Transfer"** - A transfer initiated by the unit member.

27.2.5. **"Involuntary Transfer"** - A transfer initiated by the District.

27.2.6. **"Vacancy"** - Any position the district seeks to fill.

27.2.7. **"Seniority"** — The first day of paid status as a probationary employee.

27.2.8. **"Split-Site Assignment"** - Full-time unit members regularly assigned to teach at more than one (1) school site, in any school day. This does not apply to itinerant positions.

27.3. **Posting of Available Positions**

27.3.1. All known positions for the upcoming school year shall be included in the voluntary and involuntary transfer process, including part and full-time positions.

27.3.2. All currently available positions for the upcoming school year, whether part time or full time, which are not a part of unresolved involuntary transfers, shall be emailed to all certificated members the same day as the posting online. A copy of such notices shall be emailed to the UTSC Office. Technological malfunctions which prevent timely compliance shall not constitute a violation of this section.

27.3.3. All currently available positions created after the start of the school year, whether part time or full time, which are not a part of unresolved involuntary transfers, shall be emailed to all certificated members the same day as publicly

posting the vacancy online. A copy of such notices shall be emailed to the UTSC Office.

27.3.4. A list of currently available positions shall be made available on the district website via a link to an online application platform (currently EdJoin).

27.3.5. Each opening listed shall include the following information: Site location of the vacancy; grade level or subject matter assignment; credential requirements; service requirements; special qualifications that can be objectively and educationally justified; job description and typical responsibilities if other than a classroom teaching assignment.

27.4. **Assignments**

27.4.1. Each unit member shall be given written notice of their next year's tentative assignment no later than the last day of instruction and shall be based on information known at that time. If any change occurs during the summer, the unit member will be informed by District email and the unit member's personal email on file with HR as early as possible.

27.5. **Reassignment — A change in grade level, subject area or discipline at the same school site**

27.5.1. Site/District administrator may initiate reassignment due to changes in enrollment, openings, staffing shortages or surpluses within a school and/or department or verified curricular needs.

27.5.2. Administrators shall ask for volunteers prior to imposing an involuntary reassignment.

27.5.3. If two (2) or more unit members request reassignment to a vacancy and all other considerations are equal, seniority in the District will control.

27.5.4. The administrator shall make every reasonable effort to make reassignments within a grade level of four (4) years. The member's current grade level shall be counted as one (1) year and the span as (3) additional grade level changes. For combination classes, the current higher grade shall be counted as one (1) year for a change in assignment to a lower grade, and the lower grade level shall be counted as one (1) year for a change in assignment to a higher grade. The principal shall also give consideration to keeping the unit member within the same department.

27.5.5. Administrators shall meet with any bargaining unit member if it is necessary to change any assignments. If requested, Administrators shall provide a written rationale for involuntary reassignments.

27.5.6. In the event that involuntary reassignments need to occur after the unit member has reported to work or after classes are in session, every reasonable effort shall be made to initiate the reassignment prior to the 15th contact day (in accordance with Article 20.1.4).

27.5.7. If a reassignment is made after the unit member has reported to work or after classes are in session, the unit member shall have at least two (2) working days without classroom duties to prepare or they shall be compensated at the non-instructional rate if the use of working days is not feasible. The unit member is responsible for packing and labeling all personal teaching materials. The District is responsible for moving the unit member's personal teaching materials.

27.5.8. Any unit member involuntarily reassigned shall not be reassigned again for 2 years inclusive of the current year of reassignment unless requested by the unit member. This does not pertain to grade levels included in the current year's combination class or compliance with current credentialing requirements. For example, this would not apply to an involuntary reassignment from K-1 combination class to either kindergarten or first grade.

27.6. **Transfer — A relocation from one site to another**

27.6.1. Voluntary Transfer - A transfer initiated by the unit member

27.6.1.1. The unit member must submit a transfer request by February 15 to the Human Resources office and indicate on the transfer form a request for an interview.

27.6.1.1.1. Unit members requesting a voluntary transfer must have a current satisfactory evaluation on file in the Human Resources Office.

27.6.1.2. Not later than five (5) working days after the transfer deadline, all members requesting transfer shall be emailed confirmation of their request. Unit members shall be provided the list of known available positions for the following school year by March 15 (subject to staffing needs) and no later than the end of March.

27.6.1.3. The unit member shall select no more than three (3) positions to request an interview with administrators who have the authority to make a recommendation for placement. The offering of an interview does not guarantee placement in the available position

27.6.1.4. If a unit member's voluntary transfer is not granted and the unit member applies the following year, the unit member shall be offered a transfer within one (1) year of the second request, should an opening exist for which the employee is credentialed to teach. regardless of part-time or full-time status.

27.6.1.5. After all interviews have occurred and an offer is made by the District and rejected by the unit member, there is no further obligation on the part of the District for the year the transfer request was submitted. If a unit member rejects an offer, this is not a case of a voluntary transfer "not granted" within the meaning of this section.

27.6.1.6. After April 15th, unit members' voluntary transfer requests will not be given preference over qualified external applicants for the same position(s).

27.6.1.7. A unit member who has been granted a voluntary transfer shall not receive consideration for another voluntary transfer within two (2) years from the date of the transfer.

27.6.1.8. Unit members requesting a transfer may discuss the desired change with their site administrator or request that the transfer request be confidential.

27.6.1.9. If two or more properly credentialed unit members request a transfer to a vacancy and all other considerations are equal, seniority in the District will control.

27.6.1.10. By mutual agreement between two (2) teachers from different sites and the approval of the principals at the sites, the teachers may exchange work location assignments as long as credentials are compatible. Each teacher will be afforded the same opportunities as teachers already at the sites in terms of classroom, grade level, schedule, and subject area assignment.

27.6.1.11. Split-Site Assignment

A unit member who has been in a split-site assignment as defined in section 27.2.8, for at least three (3) years, shall be granted the right of first refusal, if the District is able to accommodate the request, to a vacancy at a

site to which the unit member is currently assigned, and in the subject the Unit member is currently teaching.

27.6.2. **Involuntary Transfer — A transfer initiated by the District, involving relocation from one site to another**

27.6.2.1. An involuntary transfer may be initiated by the District due to: changes in enrollment and/or boundaries, compliance with current credentialing requirements, school closure and/or opening, staffing shortages or surpluses within a school and/or department, and verified curricular needs. The District shall seek volunteers at that school before involuntarily transferring a unit member.

27.6.2.2. An involuntary transfer may also be initiated by the District in an attempt to improve a unit member's performance. Before an involuntary transfer for this reason takes place, unit members shall be informed in writing of the nature of the performance issues and be given the opportunity to improve or correct the situation. No unit member shall be involuntarily transferred for punitive reasons.

27.6.2.3. A unit member who is to be involuntarily transferred shall receive written notice of such action together with the reasons for this action, including why the unit member was selected. This notice shall be given by April 30 except when the reasons necessitating the involuntary transfer occur after April 15. In the event that the individual objects to the transfer after receiving the reasons thereof, they may appeal the decision through the grievance procedure in this Agreement.

27.6.2.4. The District shall provide a list of all known available positions to a unit member who is to be involuntarily transferred for which the unit member is qualified, regardless of part time or full time status. The unit member shall indicate three separate preferences in writing from a list of all available positions or fewer if less than three are available. The Superintendent or designee shall honor such preferences subject to the unit member's teaching experience, major/minor field of study, credential, training, documented strengths or weaknesses, or seniority.

27.6.2.5. If an involuntary transfer is made after the unit member has reported to work, the unit member will have at least two (2) working days without

classroom duties to move and prepare or they will be compensated at the non-instructional rate if the use of working days is not feasible. The District is responsible for moving the unit member's personal teaching materials. The unit member is responsible for packing and labeling all personal teaching materials. The receiving school shall prepare and clean the unit member's assigned rom before the member is scheduled to occupy the room.

27.6.2.6. When a unit member is notified of an involuntary transfer as the result of enrollment projections for the subsequent school year and the transfer is no longer necessary or a vacancy occurs at the original site for which the affected unit member is credentialed, the unit member to be transferred has the right of first refusal to remain at the original site. The right of first refusal shall be exercised with 5 working days of notice of the vacancy and no later than June 30.

27.6.2.7. The UTSC President should be notified prior to any involuntary transfers taking place.

27.6.2.8. **Non-classroom Unit Members (including but not limited to counselors, librarians, nurses, elementary PE teachers, etc.) Involuntary Transfers**

27.6.2.8.1. Site/District administrators may initiate transfers due to changes in enrollment, openings, staffing shortages or surpluses within a school or schools and/or department or verified curricular needs. Written notice of these transfers shall be provided to the unit member no later than the last day of instruction and shall be based on information known at that time.

27.6.2.8.2. Administrators shall provide notice to members as early as possible that a transfer is needed along with the rationale for the change in order to seek volunteers prior to imposing an involuntary transfer for any unit member.

27.7. **School Closure and/or Program Reduction**

27.7.1. In the event the District experiences school closures and/or program reductions, the District will follow the involuntary transfer procedures.

27.7.2. Teachers at a site necessitating a reduction in staff may volunteer for the required transfer. If the voluntary transfer is made, the volunteer will be afforded the rights of an involuntary transfer.

27.7.3. Any unit member who is involuntarily transferred during a school year shall not be involuntarily transferred again for two (2) years, inclusive of the year transferred. The parties agree to negotiate any impacts on this section due to school closure and/or program reduction.

27.8. **Classroom/Workspace Relocation/ Stipend**

27.8.1. Certificated unit members required by the District to move into a different classroom/workspace shall be entitled to the packing and unpacking stipends set forth in Appendix B (Moving Classrooms Relocation Stipend*). A unit member who receives the working days without classroom duties or the non-instructional hourly rate of pay per section 27.6.2.5, shall not receive this moving stipend.

ARTICLE 28: COMPENSATION/STIPENDS

28.1. **Salary**

The current salary schedules are in Appendix A. For the 2024-2025 school year, the Certificated Teachers' Schedule, Certificated Children's Centers Salary Schedule, Counselor-Psychologist Salary Schedule, and Librarian Salary Schedule, Appendices A-1, A-2, A-3 & A-4 shall be increased by **3.75%** on schedule effective July 1, 2024.

28.2. **Initial Placement on the Salary Schedule**

Initial placement on the salary schedule is determined by two factors: the number of units (calculated as semester units), beyond the Bachelor's degree, from an accredited college or university, completed before the first day of service; and the number of years of prior experience.

28.2.1. There are three (3) columns based upon post Bachelor's degree units:

28.2.1.1. Class I—A Bachelor's Degree plus 0-30 semester units. Members will remain in this column until 45 units are earned.

28.2.1.2. Class II—A Bachelor's Degree plus 45 semester units.

28.2.1.3. Class III—A Bachelor's Degree plus 60 semester units.

28.2.2. Experience in private or public institutions and/or schools will be considered acceptable providing the individual possessed a Bachelor's Degree, from an accredited institution, and possessed the valid credential, certificate or licensure for the assignment, grade and/or subject taught.

28.2.3. Credit for out of district experience will be given on a year-for-year basis for up to twelve (12) years. Certificated unit members hired with more than twelve (12) years of creditable experience will be placed at the salary cell closest to and higher than the salary from their last qualifying employment, unless there is no such salary cell on the District's certificated salary schedule. In that case the unit member shall be placed at the salary cell closest to the previous salary.

28.2.3.1. Qualifying employment, for purposes of creditable experience, is defined as having performed duties and responsibilities reasonably related to the position being sought. The final determination is made by the District's Human Resources Department in consultation with the Association.

28.2.4. Each year of out-of-District experience must have been on a full-time basis for the equivalent of 75% or more of the full-time work year.

28.2.5. Former permanent certificated employees returning to the District after a break in service shall receive all experience previously recognized by the District, except for seniority date.

28.2.5.1. Additional experience credit (not gained in SCUSD) shall be judged on the same criteria as for certificated unit members new to the District and shall be added to previous District experience for purposes of placement on the salary schedule.

28.3. **Movement on the Salary Schedule**

28.3.1. Vertical Advancement: All bargaining unit members who work or are on authorized paid leave under section 23.2 for 75% or more of the school year shall receive one year's credit on the salary schedule. Bargaining unit members who work or are on authorized paid leave under section 23.2 for less than 75% of the school year, shall be eligible to earn one year of service when the cumulative total is at least 1 full year, by June 30 of the previous year, e.g. a 60% employee earns a year of service after completing two years of part-time service. Such movement on the schedule only occurs at the start of a new school year.

28.3.2. Horizontal Advancement: Certificated bargaining unit members may earn credit for horizontal movement on the salary schedule by earning graduate units from an accredited college/university, earning approved undergraduate units from an accredited college/university, and/or completing approved professional development.

28.3.2.1. All graduate units earned from an accredited college/university shall be accepted for horizontal movement on the salary schedule.

28.3.2.2. Undergraduate units must be submitted to, and pre-approved, in writing, by the District Human Resources department, in order to be accepted for horizontal movement on the salary schedule.

28.3.2.3. Continuing Education Units (CEUs) or hours of professional development, taken outside of the work day, at the unit member's expense and pre-approved, in writing, by the District Human Resources

department, shall be accepted for horizontal movement on the salary schedule.

28.3.2.4. Verification of satisfactory completion of course work taken for horizontal movement on the salary schedule must be filed in the Human Resources Office. Verification is an official transcript or certificate of completion.

28.3.2.5. A horizontal advancement increase becomes effective after the verification is submitted to the Human Resources office, not when the course work is completed.

28.3.2.6. A bargaining unit member who qualifies for a horizontal advancement shall be paid the increased salary not later than three (3) regular pay periods or three (3) months, whichever is longer, after the employee files verification with the Human Resources office.

28.3.3. **Reimbursement for Units**

Bargaining unit members seeking reimbursement for units must apply to, and receive, prior written approval from the Human Resources Department. The Human Resources Department has discretion to approve such applications. Bargaining unit members shall not receive enrollment fee reimbursement if the units received will be used for horizontal movement on the salary schedule.

28.3.4. Career Increments: An employee must reach Class III-12, on the basic salary schedule, in order to be eligible to receive career increments.

28.4. **Stipends**

28.4.1. A stipend is additional compensation for an assignment which requires ongoing duties beyond the normal workday and/or year. Each assignment shall have a written job description on file in the Human Resources Office. See Appendices B & C.

28.4.2. A stipend shall also be additional compensation for unit members holding a Master's Degree, Ed.S., Doctorate, National Board Certificate or a Certificate of Clinical Competence from accredited institutions. See Salary Schedule, Appendix A.

28.4.3. All stipend amounts shall be tied to salary schedule increases.

28.4.4. Any changes or additions stipends found in Appendices B & C, made after October 30th, shall be by mutual agreement between the Association and the District.

28.5. **Stipend Categories**

28.5.1. Counselors and Psychologists: Counselors and Psychologists shall receive a stipend for working ten (10) additional days beyond the certificated work year, pro-rated for part-time, as indicated in Appendix B.

28.5.2. Department Chairperson: Middle School and High School Department Chairpersons and/or Team Leaders who do not receive a release period shall be compensated as provided for in Appendix B.

28.5.3. Other Lead Assignments: Speech-Language Pathologist Chairperson/Lead, Health Specialist/Lead and Psychologist Chairperson/Lead shall receive the same compensation as the High School Chairpersons.

28.5.4. **Induction, PSP and New Teacher**

28.5.4.1. Stipends for the Induction & PSP are in Appendix B.

28.5.5. **ELL**

28.5.5.1. Elementary ELL facilitators shall receive a stipend, as provided for in Appendix B, per ELL student.

28.5.5.2. Middle and High School ELL facilitators may be provided one (1) release period and a stipend, as provided for in Appendix B, or two release periods.

28.5.5.2.1. Two unit members may share the position, with each having the equivalent of one release period per day.

28.5.5.2.2. Each Athletic Director shall be released one (1) period a day to conduct business of the athletic department and all sport activities. In addition, based on District determination of need in a particular year, the District may add the equivalent of an additional release period per site. The District may allocate the additional release period to one or divide it between the two Athletic Directors.

28.5.5.3. If the funding for ELL is reduced in any school year, the ELL stipends will be reduced by the same percentage of reduction from the previous year.

28.5.6. **High School and Middle School Athletic Directors**

28.5.6.1. Athletic Directors shall receive a stipend for the duties that are required beyond their normal workday. See Appendix C.

28.5.6.2. There shall be two (2) Athletic Directors at each comprehensive High School site.

28.5.6.2.1. Each Athletic Director shall have prior coaching experience at the High School level or above.

28.5.6.2.2. Each Athletic Director shall be released one (1) period a day to conduct the business of the athletic department and all sport activities.

28.5.6.2.3. The Athletic Director's stipend is based on the number of years coaching at the High School level or above.

28.5.6.3. There shall be an Athletic Director at each Middle School.

28.5.7. **<u>High School and Middle School Coaches</u>**

28.5.7.1. Certificated employees of the Santa Clara Unified School District shall have first consideration for all District coaching assignments.

28.5.7.2. Each coach shall receive a stipend for the sport they are assigned to coach. See Appendix C.

28.5.7.3. Varsity coaches shall be compensated at the weekly rate for postseason CCS tournament play for each team. See Appendix C.

28.5.7.4. Unused coaching positions in one sport may be used to supplement other existing coaching positions.

28.5.8. Reading Recovery / LLI: Teachers who hold active Reading Recovery or Literacy Lesson Intervention certificates, and who voluntarily agree to work with eligible students before or after their instructional day shall be paid the instructional hourly rate.

28.5.9. On-line Course: Teachers who agree to teach an on-line course, in addition to their regular assignment, shall receive a stipend, as provided for in Appendix B.

28.5.9.1. There shall be an additional stipend, per English course, as provided for in Appendix B.

28.5.9.2. Student enrollment will be determined as of the eleventh (11th) school day following the course start date.

28.5.10. **<u>Moving Classrooms Due to Modernization</u>**

Certificated unit members shall receive a stipend for packing and unpacking, for each required classroom move due to modernization, as provided for in Appendix B.

28.5.11. **Supervision of Overnight Outdoor Education Trips**

Unit members assigned to accompany and supervise students attending overnight outdoor education camp will be compensated, as provided for in Appendix B. In order to qualify for this rate of compensation, unit members will remain for the duration of the scheduled program. Should circumstances occur requiring a unit member to leave the program prior to the scheduled conclusion, "Leave" provisions within this contract shall be applicable.

28.5.11.1. Overnight outdoor education will remain the responsibility of the assigned classroom teacher. Upon the request of the teacher, for justifiable cause, replacement arrangements will be permissible.

28.5.12. **Curriculum Studies/Special Assignments**

Certificated unit members involved in specific curriculum studies or special assignments, occurring outside of the regular work year, shall be compensated at the non-instructional hourly rate (daily rate=6 X this rate), as provided for in Appendix B. These activities must be pre-approved and not compensated through a stipend.

28.5.13. **Online Mandated Training**

The District shall pay a stipend to unit members who satisfactorily complete the online Mandated Training modules by the end of the sixth week of the regular work year, as provided for in Appendix B.

The District shall pay the stipend to unit members whose first workday is after the first regular workday for the bargaining unit, due to being newly employed or who are returning from leave, who satisfactorily complete the online Mandated Training modules by the end of the sixth week after the unit member's first workday.

28.6. Hourly Rates—provided for in Appendix B.

28.6.1. The Non-Instructional Hourly Rate includes, but is not limited to, Saturday School, Intramural Activities and Grant Management Work.

28.6.2. The Instructional Hourly Rate includes, but is not limited to, summer school.

28.7. **Mileage**

Approved mileage for any certificated unit member will be the current amount allowed by the IRS.

28.8. **Split-Site Regular Assignment**

Full-time unit members regularly assigned to teach at more than one (1) school site, in any school day, shall receive a stipend, as provided for in Appendix B. This stipend does not apply to itinerate positions, examples of which include speech therapists and elementary physical education or music teachers.

ARTICLE 29: BENEFITS

29.1. **Medical Benefits**

The District shall contribute towards the cost of medical benefits for full-time unit members and their eligible dependents (See Appendix D).

29.1.1 The District shall extend its contributions through July of the succeeding school year to unit members who resign after serving a full school year.

29.2. Unit members who retire and all retired members who currently participate in District benefit plans during the term of this contract shall be allowed to remain in the District benefit plans. (See Article 22.)

29.3. **Dental Benefits**

The District's contribution towards the cost of premiums for the Delta Dental Service for full time unit members and their eligible dependents during the term of this contract will be paid as per Appendix D.

29.4. **Vision Benefits**

The District will pay the cost of premiums for all full-time unit members to provide a full vision care plan with a deductible through VSP Family Plan for the unit member and their eligible dependents. (See Appendix D)

29.5. **Health, Dental & Medical Benefits**

(a) The District and the Association shall mutually select medical, dental and vision carriers during the term of this agreement.

(b) The Association shall determine, for its unit, whether the rates are calculated on a composite or tiered basis. Currently, the unit participates in a composite rate.

(c) Health benefits, which includes medical, dental and vision benefits, will include domestic partners registered with the State of California or who met the requirements of the District's health insurance providers.

(d) A Health Benefits advisory committee shall be formed each February and shall consist of a mutually agreed upon number of representatives from each employee group. The committee shall study and discus various insurance carriers and request bids from agreed upon carriers.

(e) The Health Benefits Committee shall be an advisory committee only.

ARTICLE 30: DEPARTMENT CHAIRPERSONS/TEAM LEADERS FOR MIDDLE AND HIGH SCHOOL, HEALTH SPECIALIST, AND PSYCHOLOGISTS

30.1. **Middle School**

30.1.1. Each Middle School may assign up to twelve (12) Department Chairpersons or Team Leaders. A representative from each subject area and the site administrator shall meet to determine what twelve (12) areas will be designated department and/or teams.

30.1.2. Middle School Department Chairpersons or Team Leads will serve as Instructional Leaders by performing the following duties.

- Facilitate monthly department meetings
- Ensure accurate meeting minutes and attendance are taken at each meeting and shared with administration
- Participate on interview panels (including summer interviews when available)
- Attend district level curriculum meetings, if no department member volunteers
- Facilitate curriculum adoptions at the site level
- Support department, site, and district collaboration
- Manage department budget and coordinate material orders
- Review the master schedule presented by administration
- Attend district-level content area department chair meetings*
- Support new department members in learning the school's culture
- Attend monthly schoolwide department chair meetings*
- Model professional behavior
- Attend awards night, organize field trips
- Lead data-informed department inquiry cycles, which can include student academic achievement, language proficiency, and course grades

*May occur outside of the contractual workday and all efforts will be made to set these meetings on Wednesdays. If unable to attend Department Chairs/Team Leads are responsible for finding a suitable stand in.

30.2. **High School**

30.2.1. Each High School may assign up to twelve (12) Department Chairpersons in the following areas:

- Physical Education
- Social Studies
- English
- Mathematics
- Foreign Language
- Practical Arts
- Fine Arts
- Science
- Special Education
- At-Large Positions: A representative from each subject area and the site administrator shall meet to determine the At-Large position.

30.2.2 High School Department Chairs will serve as Instructional Leaders by performing the following duties.

- Facilitate monthly department meetings
- Ensure accurate meeting minutes and attendance are taken at each meeting and shared with administration
- Participate on interview panels (including summer interviews when available)
- Attend district level curriculum meetings, if no department member volunteers
- Facilitate curriculum adoptions at the site level
- Support department, site, and District collaboration
- Manage department budget and coordinate material orders
- Support administration with master scheduling
- Attend district-level content area meetings*
- Support new department members in learning school culture
- Attend monthly school wide department chair meetings*
- Model professional behavior
- Support the development of the site's WASC plan

- Attend awards night*
- Lead data-informed department inquiry cycles, which can include student academic achievement, language proficiency, and course grades

*May occur outside of the contractual workday and all efforts will be made to set these meetings on Wednesdays. If unable to attend Department Chairs/Team Leads are responsible for finding a suitable stand in.

30.3. **Middle School/High School Election**

Unit members in a Department or Team shall vote on their choice for Chairperson or Team Leader. Department Chairperson or Team Leader will be elected by majority vote of affected unit members. A list of elected Chairpersons and/or Team Leaders shall be presented to the site administrator for their approval. In the event the site administrator does not approved the elected Chairpersons or Team Leaders, the administrator shall give a written explanation for the rejection to both the Department Chairperson elect or Team Leader elect and the unit members of the Department or Team. In the event of a rejection, the Department or Team shall hold another election and resubmit a new name to the site administrator for consideration. In the event that a second candidate is rejected by the Administration then the UTSC President and Head of Human Resources shall be brought in to assist towards resolution. The final list of elected Chairpersons/Team Leaders shall be forwarded to the District Human Resources Office and the Association by the Administration.

30.4. **Health Specialist/Lead Nurse**

30.4.1. The Health Specialist/Lead Nurse shall be the Department Chairperson and shall be appointed by the District.

30.4.2. Duties of Health Specialist/Lead Nurse

- Review and monitor programs to ensure adherence to State and Federal laws and regulations including mandated health screenings, pupil immunization requirements, Child Health and Disability Prevention Program (CHDP), and Oral Health Assessment requirements. Prepare and submit annual reports to the State as required.
- Assist with the development, implementation and monitoring of Specialized Physical Health Care Procedures within approved nursing protocols and in accordance with licensure requirements.

- Participate in the development, implementation, revision and evaluation of health related Board policies, administrative regulations, and procedures.
- Develop, implement and monitor contracts with outside health service providers.
- Assist in planning and implementation of the budget for Health Services programs.
- Work cooperatively with other districts, county offices of education, health and community agencies and health care providers in providing for the health needs of students. Provide liaison with community services, health care providers, welfare and legal agencies.
- Consult with site personnel, students and parents regarding health issues.
- Coordinate the health programs with other District programs as needed.
- Participate as a health/medical resource representative on District advisory committees. Represent the District at local, state, federal and regional conferences and meetings concerned with Health Programs, as appropriate.
- Participate as a member of the School Attendance Review Board.
- Provide/facilitate in-service programs for all Health Services staff and other staff as appropriate relative to health concerns of students and staff.
- Support employee health and wellness through staff development regarding standard precautions, compliance with OSHA guidelines, provision of tuberculosis screening, and flu vaccine clinics.
- Compile and submit required reports to Mandated Cost Systems for reimbursable health programs and services. Participate in MAA and LEA MediCal programs for generating MediCal revenue and serve on the LEA committee.
- Facilitate development of school nursing standards of practice within the district by keeping informed of federal, state and local legislation pertaining to school health, reviewing standards and guidelines used by

other district/agency providers, and monitoring and evaluating existing procedures and protocols.

- Report to Coordinator of Health and Wellness. Assist in selecting, and assigning health services personnel.
- Conduct monthly/periodic meetings for School Nurses and Health Assistants.
- Provide orientation and mentoring for new health services personnel.

30.5. **Psychologists**

30.5.1. The Psychologists shall be entitled to one (1) Chairperson.

30.5.2. **Duties of the Lead or Co-Lead Psychologist(s)**

- Organize and follow up on monthly meetings
- Order and distribute testing materials/equipment
- Write proposals and attend LEA meetings
- Crisis Team liaison coordination
- Attend leadership meeting and relay information to group
- Attend interdepartmental meetings for collaboration
- Consult with school psychologists on cases
- Psych liaison for general business (i.e. attend hiring interviews, field questions from administrators and colleagues, coordinate MBT training, etc.)
- Organize professional development activities

30.5.3. **Election**

The Psychologists shall vote on their choice for Chairperson. The Lead Psychologist will be elected by majority vote of affected unit members. A name of the elected Chairperson shall be submitted to the Special Ed Director for approval. In the event Director does not approve the elected Chairperson, the Director shall give a written explanation to both the Department Chairperson elect and the unit members of the Department for the rejection. In the event of a rejection, the Department shall hold another election and resubmit a new name for consideration. In the event that a second candidate is rejected by the Administration then the UTSC President and Head of Human Resources shall be brought in to assist towards resolution. Once approved, the

final name shall be forwarded to the District Human Resources Office by the Special Ed Director.

30.6. **Speech-Language Pathologists**

30.6.1. The Speech-Language Pathologist shall be entitled to one (1) Chairperson.

30.6.2. Duties of Lead SLP

- Collect information from SLPs as to preference for assignments.
- Collaborate with SpEd Admin on proposed schedule.
- Monitor SLP caseloads and deploy help to other sites if needed
- Consult with/support District SLPs as needed
- Plan, organize and conduct monthly speech pathologist meetings
- Submit and monitor MediCal billing information
- Attend leadership meetings and relay information to group
- Oversee protocols/assessments inventory
- Serve as LEA Representative for Speech and Language only IEP meetings when site or district admin are unavailable

30.7. **Compensation**

30.7.1. Department Chairpersons and/or Team Leaders who do not receive an additional release period specifically for Department Chairpersons/Team Leaders shall be compensated for their duties as described in 30.1.2, 30.2.2, 30.4.2, 30.5.2, 30.6.2)

30.7.2. The Department Chairpersons and/or Team Leaders who do not receive an additional release period shall be compensated with stipends as follows:

30.7.3. **Middle School**

30.7.3.1. A stipend for one (1) to less than five (5) FTE's, Department or Team members, excluding the Chair or Department Head (See Appendix B).

30.7.3.1.1. A stipend for a Department chair of one (1) shall be compensated at the rate of 50% of the 1-5 Department size, per Appendix B.

30.7.3.1.2. A stipend for those Chairperson(s) responsible for five (5) to less than eleven (11) FTE's, Department or team members, excluding the Chair or Department Head (See Appendix B).

30.7.3.1.3. A stipend for those Chairperson(s) responsible for eleven (11) or more FTE's, department or team members, excluding the chairperson (See Appendix B).

30.7.4. **High School**

30.7.4.1. A stipend for those Chairperson(s) responsible for one (1) to less than six (6) FTE's, department or team members, excluding the chairperson (See Appendix B).

30.7.4.1.1. A stipend for a Department chair of one (1) shall be compensated at the rate of 50% of the 1-5 Department size, per Appendix B.

30.7.4.2. A stipend for those Chairperson(s) responsible for six (6) to less than eleven (11) FTE's, department or team members, excluding the chairperson (See Appendix B).

30.7.4.3. A stipend for those Chairperson(s) responsible for eleven (11) or more FTE's, department or team members, excluding the chairperson (See Appendix B).

30.7.5. **Health Specialist, Psychologist and Speech-Language Pathologists**

30.7.5.1. A stipend for those Chairpersons responsible for one (1) or less than six (6) certificated FTE's, excluding the chairperson, in their specific area. (See Appendix B)

30.7.5.2. A stipend for those Chairpersons responsible for six (6) to less than eleven (11) certificated FTE's, excluding the chairperson, in their specific area. (See Appendix B)

30.7.5.3. A stipend for those Chairperson(s) responsible for eleven (11) or more FTE's, department or team members, excluding the chairperson (See Appendix B).

30.8. **Additional Chairpersons and/or Team Leaders**

If a school site chooses to have more Chairperson(s) and/or Team Leader(s) than provided for in this Article, the total dollar allocation per school site shall be allocated proportionally.

ARTICLE 31: PUBLIC COMPLAINTS

1. This Article is intended to supplement, not supersede, Board Policies and Administrative Regulations regarding complaints against employees and uniform complaints. Where there is any conflict between the provisions of this Article and Board Policies and/or Administrative Regulations, the Policy and/or Regulation shall pre-empt this Article.
2. The normal channel for complaints concerning unit members shall be from the complainant to unit member to principal/immediate supervisor to Superintendent or designee. Every effort will be made to satisfy the complaint at the earliest possible stage.
3. Unit members may not be disciplined or given a negative and/or unsatisfactory evaluation based solely upon information contained in a complaint from a student, parent, member of the public, or employee of the district which has not been wholly or partially sustained pursuant to the relevant Board Policy and/or Administrative Regulations.

ARTICLE 32: NO STRIKE, NO LOCKOUT

The Association and the District agree that the differences between the parties hereto shall be settled by peaceful means as provided in this Agreement. During the term of this Agreement, the Association, in consideration of the terms and conditions of this Agreement will not engage in, instigate, or condone any strike, work stoppage or any concerted refusal to perform work duties, as required in this Agreement, and will undertake to exert its best efforts to discourage any such acts by any employees in the bargaining unit, including compliance with the request of other labor organizations to engage in such activity. 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 bargaining unit members covered by this Agreement.

ARTICLE 33: CONTRACT CLAUSES

The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties hereto. The terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written amendment executed according to the provisions of this Agreement. This Agreement terminates and supersedes those past practices, agreements, procedures, traditions, and rules or regulations inconsistent with any matters covered herein. The parties agree that during the negotiations which culminated in this Agreement, each party enjoyed and exercised without restraint, coercion, intimidation, or other limitation, the right and opportunity to make demands and proposals or counter proposals with respect to any matter not reserved by policy or law from compromise through negotiations and that the understandings and agreements arrived at after the exercise of that right and opportunity are set forth herein. No further negotiations shall take place on any item within the scope of bargaining during the term of this Agreement except as specifically authorized herein.

ARTICLE 34: EFFECT OF AGREEMENT

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over State laws to the extent permitted by State law, and that in the absence of specific provisions in this Agreement, District policies are subject to change by action of the Board of Education in public session.

ARTICLE 35: TERM

The term of this agreement is July 1, 2022 through June 30, 2025.

The agreement is closed for negotiations, except upon mutual agreement, for 2022-2023. For 2023-2024 and 2024-2025, each party may reopen up to 2 articles, and compensation and benefits.

Santa Clara Unified School District

Teachers' Salary Schedule

(2024-2025 School Year—188 Days)

STEP	Class I (BA + 30)	Class II (BA + 45)	Class III (BA + 60)
Step 1	$95,734.00	$98,887.00	$106,350.00
Step 2	$98,057.00	$103,361.00	$110,823.00
Step 3	$100,378.00	$107,837.00	$115,297.00
Step 4	$102,944.00	$110,406.00	$117,866.00
Step 5	$107,423.00	$114,883.00	$122,342.00
Step 6	$111,898.00	$119,357.00	$126,817.00
Step 7	$116,370.00	$123,832.00	$131,291.00
Step 8	$120,846.00	$128,308.00	$135.767.00
Step 9	$125,322.00	$132,783.00	$140,242.00
Step 10		$137,258.00	$144,716.00
Step 11			$149,192.00
Step 12			$153,667.00
Career Steps	***Class III-12 +***		
15 to 17	$4,477		$158,144.00
18 to 20	$8,953		$162,620.00
21 to 23	$13,426		$167,093.00
24 & over	$17,901		$171,568.00

***Stipends*: $2,958 for a Masters Degree, Doctorate (up to two), National Board Certification, ASHA Certificate and BCLAD**

Credit for years of full-time outside experience with or eligible to receive a valid credential for initial placement on the salary schedule shall be:

Years	Salary Step
1	Step 2
2	Step 3
3	Step 4
4	Step 5
5	Step 6
6	Step 7
7	Step 8
8	Step 9
9	Step 10
10	Step 11
11	Step 12 maximum
12	Step 12 maximum

Full-time service for 75% of the days in the Counselor/Psychologist work year is required to qualify for each year of outside experience credit.

Teachers work a 188-day work year. *New certificated employees are paid for an additional orientation day at the beginning of the school year.*

Class I *A Bachelor's Degree plus 30 semester units or a Bachelor's Degree & completion of a credential program.**

Class II *A Bachelor's Degree plus 45 semester units.*

Class III *A Bachelor's Degree plus 60 semester units.*

**Teachers placed on the salary schedule based on units will remain at that class level until the actual number of units is accrued.*

Teachers hired with more than twelve (12) years creditable experience will be placed at the salary grade closest to the salary from their last school district but not less, unless there is no equivalent salary grade on the District's Teachers' Salary Schedule.

Hourly Rates:
Non-Instructional = $56.67
Instructional = $75.52

SALARY

OCazares/Personnel-Salary Schedules; 24-25 3.75%; Effective: July 1, 2024
Board Approved: 2-13-2025

APPENDIX A-2 **CHILDREN'S CENTER SALARY SCHEDULE**

Children's Center Salary Schedule
(2024-2025)

CHILDRENS' CENTER 12 MONTH EMPLOYEES

Years	Class I AA/60	Class II AA+30/90	Class III BA	Class IV BA + 15	Class V BA + 30
1	$58,123.00	$61,030.00	$63,935.00	$66,841.00	$68,981.00
2	$61,611.00	$64,507.00	$67,421.00	$70,328.00	$73,232.00
3	$65,099.00	$68,004.00	$70,913.00	$73,833.00	$76,723.00
4	$68,588.00	$69,947.00	$74,399.00	$77,303.00	$80,211.00
5	$72,074.00	$74,978.00	$77,886.00	$80,791.00	$83,695.00
6	$75,559.00	$78,467.00	$81,371.00	$84,278.00	$87,184.00

PRE-SCHOOL 10 MONTHS EMPLOYEES

Years	Class I AA/60	Class II AA+30/90	Class III BA	Class IV BA + 15	Class V BA + 30
1	$38,508.00	$40,435.00	$42,359.00	$44,283.00	$46,209.00
2	$40,819.00	$42,744.00	$44,667.00	$46,594.00	$48,539.00
3	$43,126.00	$45,055.00	$46,980.00	$48,902.00	$50,831.00
4	$45,063.00	$47,362.00	$49,290.00	$51,213.00	$53,186.00
5	$47,747.00	$49,672.00	$51,601.00	$53,525.00	$55,451.00
6	$50,059.00	$51,984.00	$53,908.00	$55,831.00	$57,758.00

Santa Clara Unified School District

Counselor and Psychologist Salary Schedule

(2024-2025 School Year—198 Days)

Salary

STEP	Class I (BA + 30)	Class II (BA + 45)	Class III (BA + 60)
Step 1	$100,475.00	$104,146.00	$112,007.00
Step 2	$103,270.00	$108,860.00	$116,719.00
Step 3	$105,718.00	$113,571.00	$121,431.00
Step 4	$108,420.00	$116,281.00	$124,121.00
Step 5	$113,136.00	$120,993.00	$128,849.00
Step 6	$117,849.00	$125,704.00	$133,562.00
Step 7	$122,559.00	$130,418.00	$138,273.00
Step 8	$127,275.00	$135,133.00	$142,988.00
Step 9	$131,991.00	$139,847.00	$147,704.00
Step 10		$144,561.00	$152,415.00
Step 11			$157,130.00
Step 12			$161,841.00
Career Steps	***Class III-12 +***		
15 to 17	$4,715		$166,556.00
18 to 20	$9,429		$171,270.00
21 to 23	$14,141		$175,982.00
24 & over	$18,853		$180,694.00

***Stipends*: $2,958 for a Masters Degree, Doctorate (up to two), National Board Certification, ASHA Certificate and BCLAD**

Credit for years of full-time outside experience with or eligible to receive a valid credential for initial placement on the salary schedule shall be:

Years	Salary Step
1	Step 2
2	Step 3
3	Step 4
4	Step 5
5	Step 6
6	Step 7
7	Step 8
8	Step 9
9	Step 10
10	Step 11
11	Step 12 maximum
12	Step 12 maximum

Full-time service for 75% of the days in the Counselor/Psychologist work year is required to qualify for each year of outside experience credit.

Counselors/Psychologist work a 198-day work year. *New certificated employees are paid for an additional orientation day at the beginning of the school year.*

Class I *A Bachelor's Degree plus 30 semester units or a Bachelor's Degree & completion of a credential program.**

Class II *A Bachelor's Degree plus 45 semester units.*

Class III *A Bachelor's Degree plus 60 semester units.*

**Counselors/Psychologist will be placed on the salary schedule based on units will remain at that class level until the actual number of units is accrued.*

If hired with more than twelve (12) years creditable experience will be placed at the salary grade closest to the salary from their last school district but not less, unless there is no equivalent salary grade on the District's Counselor/Psychologist Salary Schedule.

Hourly Rates:
Non-Instructional = $56.67
Instructional = $75.52

OCazares/Personnel-Salary Schedules; 24-25 3.75%; Effective: July 1, 2024
Board Approved: 2-13-2025

APPENDIX A-4 LIBRARIAN'S SALARY SCHEDULE

Santa Clara Unified School District

Librarian's Salary Schedule

(2024-2025 School Year—190 Days)

STEP	Class I (BA + 30)	Class II (BA + 45)	Class III (BA + 60)
Step 1	$96,752.00	$99,939.00	$107,482.00
Step 2	$99,101.00	$104,463.00	$112,004.00
Step 3	$101,446.00	$108,985.00	$116,526.00
Step 4	$104,039.00	$111,582.00	$119,120.00
Step 5	$108,564.00	$116,105.00	$123,641.00
Step 6	$113,087.00	$120,626.00	$128,166.00
Step 7	$117,610.00	$125,152.00	$132,688.00
Step 8	$122,132.00	$129,672.00	$137,212.00
Step 9	$126,658.00	$134,196.00	$141,735.00
Step 10		$138,719.00	$146,260.00
Step 11			$150,780.00
Step 12			$155,301.00
Career Steps	***Class III-12 +***		
15 to 17	$4,524		$159,825.00
18 to 20	$9,050		$164,351.00
21 to 23	$13,571		$168,872.00
24 & over	$17,971		$173,272.00

***Stipends*: $2,958 for a Masters Degree, Doctorate (up to two), National Board Certification, ASHA Certificate and BCLAD**

Credit for years of full-time outside experience with or eligible to receive a valid credential for initial placement on the salary schedule shall be:

Years	***Salary Step***
1	Step 2
2	Step 3
3	Step 4
4	Step 5
5	Step 6
6	Step 7
7	Step 8
8	Step 9
9	Step 10
10	Step 11
11	Step 12 maximum
12	Step 12 maximum

Full-time service for 75% of the days in the Counselor/Psychologist work year is required to qualify for each year of outside experience credit.

Librarians work a 190-day work year. *New certificated employees are paid for an additional orientation day at the beginning of the school year.*

Class I *A Bachelor's Degree plus 30 semester units or a Bachelor's Degree & completion of a credential program.**

Class II *A Bachelor's Degree plus 45 semester units.*

Class III *A Bachelor's Degree plus 60 semester units.*

**Librarians placed on the salary schedule based on units will remain at that class level until the actual number of units is accrued.*

Librarians hired with more than twelve (12) years creditable experience will be placed at the salary grade closest to the salary from their last school district but not less, unless there is no equivalent salary grade on the District's Librarian Salary Schedule.

Hourly Rates:
Non-Instructional = $56.67
Instructional = $75.52

SALARY

OCazares/Personnel-Salary Schedules; 24-25 3.75%; Effective: July 1, 2024
Board Approved: 2-13-2025

APPENDIX B STIPENDS & HOURLY RATES

(Board Approved 2/13/2025)

Stipend	***Stipend Amount***
Masters	2,958.00
Doctorate, e.g. Ph.D., Ed.D	2,958.00
ASHA – American Speech-Language-Hearing Association	2,958.00
National Board Certification	2,958.00
BCLAD	2,958.00
Department Chair (Middle School): *The stipend for a Department with only one member will be 50% of the lowest-tiered stipend*	
One (1) to less than five (5) FTEs, Dept. or Team Members, excluding the Chair or Dept. Head	2,758.00
Five (5) to less then eleven (11) FTEs, Dept. or team members, excluding the Chair or Dept. Head	5,509.00
Eleven (11) or more FTEs, Dept. or team members, excluding the Chair or Dept. Head	6,690.00
Department Chair (High School): *The stipend for a Department with only one member will be 50% of the lowest-tiered stipend*	
One (1) to less than five (5) FTEs, Dept. or Team Members, excluding the Chair or Dept. Head	2,758.00
Five (5) to less then eleven (11) FTEs, Dept. or team members, excluding the Chair or Dept. Head	5,509.00
Eleven (11) or more FTEs, Dept. or team members, excluding the Chair or Dept. Head	6,690.00
Speech-Language Pathologist, Health Specialists and Psychologist Chair *The stipend for a Department with only one member will be 50% of the lowest-tiered stipend*	
One (1) to less than five (5) FTEs, Dept. or Team Members, excluding the Chair or Dept. Head	2,758.00
Five (5) to less then eleven (11) FTEs, Dept. or team members, excluding the Chair or Dept. Head	5,509.00
Eleven (11) or more FTEs, Dept. or team members, excluding the Chair or Dept. Head	8,265.00
Band:	
High School	4,746.00
Middle School	3,647.00
Yearbook Activities:	
High School	4,746.00
Middle School	2,547.00
Journalism/Newspaper:	
High School	4,746.00
Middle School	2,547.00
Vocal:	
High School	3,541.00
Middle School	2,547.00
Drama:	
High School	4,014.00
Middle School	2,180.00
Web/Link Program:	
High School	3,219.00
Middle School	2,315.00
Academic Decathlon	2,547.00
Speech/Debate	2,547.00
Leadership/ASB Advisor	2,547.00
Mock Trial	2,547.00
WASC Chairperson	5,509.00
Split Assignment	1,840.00
Moving Classrooms Due to Modernization:	
Packing	465.00
Unpacking	465.00
PSP Consulting Teachers	3,673.00

Stipends (2024-2025) Continued

Stipend	*Stipend Amount*
On-Line Course Outside Regular Contract Day:	
Per course with 1 to 4 students	925.00
Per course with 5 to 10 students	1,472.00
Per enrolled student over 10-up to max of 20	62.00
Grading stipend per English course	373.00
BTSA/Induction Support Provider:	
Each BTSA induction/teacher participant on-site	3,216.00
Each BTSA induction/teacher participant from a different site	3,673.00
Online Mandated Training (by end of the sixth week of regular work year)	237.00
Elementary ELL Facilitators (Per ELL student)	52.00
Middle and High School ELL Facilitators	
One (1) release period and $557 per month or two release periods	557.00
Elementary Teacher In Charge	
One (1) per site, except at sites with an Assistant Principal or full time School Support TOSA	2,758.00

Stipend	*Stipend on Timecard*
Science Camp (Per Night)	160.00
Supervision of Overnight Field Trips (Per Night)	78.00
Elementary Emergency Coverage:	
50% or more of the day amount divided by # of teachers accepting students	320.00
Less than 50% of the day amount divided by # of teachers accepting students	161.00
Secondary Emergency Coverage:	
Substitutes for 60 minutes to 90 minutes in period	117.00
Substitutes for 30 minutes to 60 minutes in a period	78.00
Substitutes for less than 30 minutes in a period	42.00

2024-2025 Hourly Rates (paid on a timecard)

Hourly	*Hourly Rate*
Non-Instructional	56.67
Instructional	75.52
Reading Recovery	75.52
Summer School	75.52
Tutoring Instructional-Hourly	75.52
Saturday School Non-Instructional-Hourly	56.67
Intramural Activities Non-Instructional Hourly	56.67
Grant Management Work Non-Instructional Hourly	56.67

APPENDIX C COACHES STIPENDS

2024-2025 Athletic Coaches / Athletic Directors Stipend Schedule

(3.75% Increase)

				Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10+
1	**Athletic Director**	**2**	**Athletic Director**	$15,298.00	$15,541.00	$15,806.00	$16,051.00	$16,295.00	$16,535.00	$16,782.00	$17,026.00	$17,272.00	$17,523.00
	Boys' Teams		**Girls' Teams**										
3	Head Football			$5,510.00	$5,752.00	$5,995.00	$6,241.00	$6,485.00	$6,730.00	$6,771.00	$7,221.00	$7,464.00	$7,712.00
4	Head V. Basketball	5	Head V. Basketball	$4,592.00	$4,834.00	$5,078.00	$5,323.00	$5,568.00	$5,807.00	$6,057.00	$6,301.00	$6,542.00	$6,795.00
6	Head V. Baseball	7	Head V. Softball	$4,592.00	$4,834.00	$5,078.00	$5,323.00	$5,568.00	$5,807.00	$6,057.00	$6,301.00	$6,542.00	$6,795.00
8	Head V. Soccer	9	Head V. Soccer	$4,592.00	$4,834.00	$5,078.00	$5,323.00	$5,568.00	$5,807.00	$6,057.00	$6,301.00	$6,542.00	$6,795.00
10	Head V. Volleyball	11	Head V. Volleyball	$4,592.00	$4,834.00	$5,078.00	$5,323.00	$5,568.00	$5,807.00	$6,057.00	$6,301.00	$6,542.00	$6,795.00
		12	Head V. Lacrosse	$4,592.00	$4,834.00	$5,078.00	$5,323.00	$5,568.00	$5,807.00	$6,057.00	$6,301.00	$6,542.00	$6,795.00
		90	Head V. Field Hockey	$4,592.00	$4,834.00	$5,078.00	$5,323.00	$5,568.00	$5,807.00	$6,057.00	$6,301.00	$6,542.00	$6,795.00
		13	Head V. Gymnastics	$4,592.00	$4,834.00	$5,078.00	$5,323.00	$5,568.00	$5,807.00	$6,057.00	$6,301.00	$6,542.00	$6,795.00
		94	Head V. Flag Football	$4,592.00	$4,834.00	$5,078.00	$5,323.00	$5,568.00	$5,807.00	$6,057.00	$6,301.00	$6,542.00	$6,795.00
14	Asst. V. Football	15	Asst. V. Lacrosse	$3,672.00	$3,915.00	$4,161.00	$4,405.00	$4,647.00	$4,890.00	$5,139.00	$5,381.00	$5,624.00	$5,877.00
16	Asst. V. Football	17	Asst. V. Gymnastics	$3,672.00	$3,915.00	$4,161.00	$4,405.00	$4,647.00	$4,890.00	$5,139.00	$5,381.00	$5,624.00	$5,877.00
18	Asst. V. Football	91	Asst. V. Field Hockey	$3,672.00	$3,915.00	$4,161.00	$4,405.00	$4,647.00	$4,890.00	$5,139.00	$5,381.00	$5,624.00	$5,877.00
19	Head F/S Football			$3,672.00	$3,915.00	$4,161.00	$4,405.00	$4,647.00	$4,890.00	$5,139.00	$5,381.00	$5,624.00	$5,877.00
20	Head V. Swimming	21	Head V. Swimming	$3,672.00	$3,915.00	$4,161.00	$4,405.00	$4,647.00	$4,890.00	$5,139.00	$5,381.00	$5,624.00	$5,877.00
22	Head V. Tennis	23	Head V. Tennis	$3,672.00	$3,915.00	$4,161.00	$4,405.00	$4,647.00	$4,890.00	$5,139.00	$5,381.00	$5,624.00	$5,877.00
24	Head V. Water Polo	25	Head V. Water Polo	$3,672.00	$3,915.00	$4,161.00	$4,405.00	$4,647.00	$4,890.00	$5,139.00	$5,381.00	$5,624.00	$5,877.00
26	Head V. Golf	27	Head V. Golf	$3,672.00	$3,915.00	$4,161.00	$4,405.00	$4,647.00	$4,890.00	$5,139.00	$5,381.00	$5,624.00	$5,877.00
		95	Head JV Flag Football	$3,672.00	$3,915.00	$4,161.00	$4,405.00	$4,647.00	$4,890.00	$5,139.00	$5,381.00	$5,624.00	$5,877.00
28	Head JV Golf	29	Head JV Golf	$3,672.00	$3,915.00	$4,161.00	$4,405.00	$4,647.00	$4,890.00	$5,139.00	$5,381.00	$5,624.00	$5,877.00
30	Head F/S Basketball	31	Head JV Basketball	$3,672.00	$3,915.00	$4,161.00	$4,405.00	$4,647.00	$4,890.00	$5,139.00	$5,381.00	$5,624.00	$5,877.00
32	Head F/S Baseball	33	Head JV Softball	$3,672.00	$3,915.00	$4,161.00	$4,405.00	$4,647.00	$4,890.00	$5,139.00	$5,381.00	$5,624.00	$5,877.00
34	Head F/S Volleyball	35	Head JV Volleyball	$3,672.00	$3,915.00	$4,161.00	$4,405.00	$4,647.00	$4,890.00	$5,139.00	$5,381.00	$5,624.00	$5,877.00
36	Head JV Soccer	37	Head FR Volleyball	$3,672.00	$3,915.00	$4,161.00	$4,405.00	$4,647.00	$4,890.00	$5,139.00	$5,381.00	$5,624.00	$5,877.00
		38	Head JV Soccer	$3,672.00	$3,915.00	$4,161.00	$4,405.00	$4,647.00	$4,890.00	$5,139.00	$5,381.00	$5,624.00	$5,877.00
		92	Head JV Field Hockey	$3,672.00	$3,915.00	$4,161.00	$4,405.00	$4,647.00	$4,890.00	$5,139.00	$5,381.00	$5,624.00	$5,877.00
		39	Head JV Lacrosse	$3,672.00	$3,915.00	$4,161.00	$4,405.00	$4,647.00	$4,890.00	$5,139.00	$5,381.00	$5,624.00	$5,877.00
40	Asst. F/S Football	41	Asst. JV Lacrosse	$2,756.00	$2,998.00	$3,235.00	$3,489.00	$3,727.00	$3,972.00	$4,221.00	$4,465.00	$4,709.00	$4,956.00
		93	Asst. JV Field Hockey	$2,756.00	$2,998.00	$3,235.00	$3,489.00	$3,727.00	$3,972.00	$4,221.00	$4,465.00	$4,709.00	$4,956.00
42	Head JV Swimming	43	Head JV Swimming	$2,756.00	$2,998.00	$3,235.00	$3,489.00	$3,727.00	$3,972.00	$4,221.00	$4,465.00	$4,709.00	$4,956.00
44	Head F/S Tennis	45	Head JV Tennis	$2,756.00	$2,998.00	$3,235.00	$3,489.00	$3,727.00	$3,972.00	$4,221.00	$4,465.00	$4,709.00	$4,956.00
46	Head F/S Water Polo	47	Head JV Water Polo	$2,756.00	$2,998.00	$3,235.00	$3,489.00	$3,727.00	$3,972.00	$4,221.00	$4,465.00	$4,709.00	$4,956.00
48	Head V. Wrestling	49	Head V. Wrestling	$4,592.00	$4,834.00	$5,078.00	$5,323.00	$5,568.00	$5,807.00	$6,057.00	$6,301.00	$6,542.00	$6,795.00
50	Asst. V Wrestling	51	Asst. V. Wrestling	$2,756.00	$2,998.00	$3,235.00	$3,489.00	$3,727.00	$3,972.00	$4,221.00	$4,465.00	$4,709.00	$4,956.00
52	Head JV Wrestling	53	Head JV Wrestling	$3,672.00	$3,915.00	$4,161.00	$4,405.00	$4,647.00	$4,890.00	$5,139.00	$5,381.00	$5,624.00	$5,877.00
54	Asst. JV Wrestling	55	Asst. JV Wrestling	$2,756.00	$2,998.00	$3,235.00	$3,489.00	$3,727.00	$3,972.00	$4,221.00	$4,465.00	$4,709.00	$4,956.00
96	Asst. V Basketball	97	Asst. V. Basketball	$3,672.00	$3,915.00	$4,161.00	$4,405.00	$4,647.00	$4,890.00	$5,139.00	$5,381.00	$5,624.00	$5,877.00
98	Asst. JV Basketball	99	Asst. JV Basketball	$2,756.00	$2,998.00	$3,235.00	$3,489.00	$3,727.00	$3,972.00	$4,221.00	$4,465.00	$4,709.00	$4,956.00
100	Asst. V Baseball	101	Asst. V Softball	$3,672.00	$3,915.00	$4,161.00	$4,405.00	$4,647.00	$4,890.00	$5,139.00	$5,381.00	$5,624.00	$5,877.00
102	Asst. JV Baseball	103	Asst. JV Softball	$2,756.00	$2,998.00	$3,235.00	$3,489.00	$3,727.00	$3,972.00	$4,221.00	$4,465.00	$4,709.00	$4,956.00
		104	Asst. V Flag Football	$3,672.00	$3,915.00	$4,161.00	$4,405.00	$4,647.00	$4,890.00	$5,139.00	$5,381.00	$5,624.00	$5,877.00
		105	Asst. JV Flag Football	$2,756.00	$2,998.00	$3,235.00	$3,489.00	$3,727.00	$3,972.00	$4,221.00	$4,465.00	$4,709.00	$4,956.00
106	Asst. V Waterpolo	107	Asst. V. Waterpolo	$3,672.00	$3,915.00	$4,161.00	$4,405.00	$4,647.00	$4,890.00	$5,139.00	$5,381.00	$5,624.00	$5,877.00
108	Asst. JV Waterpolo	109	Asst. JV Waterpolo	$2,756.00	$2,998.00	$3,235.00	$3,489.00	$3,727.00	$3,972.00	$4,221.00	$4,465.00	$4,709.00	$4,956.00
110	Asst. V Soccer	111	Asst. V Soccer	$3,672.00	$3,915.00	$4,161.00	$4,405.00	$4,647.00	$4,890.00	$5,139.00	$5,381.00	$5,624.00	$5,877.00
112	Asst. JV Soccer	113	Asst. JV Soccer	$2,756.00	$2,998.00	$3,235.00	$3,489.00	$3,727.00	$3,972.00	$4,221.00	$4,465.00	$4,709.00	$4,956.00
114	Asst. V Volleyball	115	Asst. V Volleyball	$3,672.00	$3,915.00	$4,161.00	$4,405.00	$4,647.00	$4,890.00	$5,139.00	$5,381.00	$5,624.00	$5,877.00
116	Asst. JV Volleyball	117	Asst. JV Volleyball	$2,756.00	$2,998.00	$3,235.00	$3,489.00	$3,727.00	$3,972.00	$4,221.00	$4,465.00	$4,709.00	$4,956.00

2024-2025 Athletic Coaches / Athletic Directors Stipend Schedule

(3.75% Increase)

				Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10+
	Boys' Teams		**Girls' Teams**										
56	At Large	57	At Large	$3,672.00	$3,915.00	$4,161.00	$4,405.00	$4,647.00	$4,890.00	$5,139.00	$5,381.00	$5,624.00	$5,877.00
58	At Large	59	At Large	$2,756.00	$2,998.00	$3,235.00	$3,489.00	$3,727.00	$3,972.00	$4,221.00	$4,465.00	$4,709.00	$4,956.00
60	At Large	61	At Large	$2,756.00	$2,998.00	$3,235.00	$3,489.00	$3,727.00	$3,972.00	$4,221.00	$4,465.00	$4,709.00	$4,956.00
62	At Large	63	At Large	$2,756.00	$2,998.00	$3,235.00	$3,489.00	$3,727.00	$3,972.00	$4,221.00	$4,465.00	$4,709.00	$4,956.00
	Common Teams												
64	Head V. Team Competive Cheer			$4,592.00	$4,834.00	$5,078.00	$5,323.00	$5,568.00	$5,807.00	$6,057.00	$6,301.00	$6,542.00	$6,795.00
65	Head Track			$4,592.00	$4,834.00	$5,078.00	$5,323.00	$5,568.00	$5,807.00	$6,057.00	$6,301.00	$6,542.00	$6,795.00
66	Head V. Competitive Cheer Sport			$4,592.00	$4,834.00	$5,078.00	$5,323.00	$5,568.00	$5,807.00	$6,057.00	$6,301.00	$6,542.00	$6,795.00
67	Head Badminton			$3,672.00	$3,915.00	$4,161.00	$4,405.00	$4,647.00	$4,890.00	$5,139.00	$5,381.00	$5,624.00	$5,877.00
68	Head Cross Country			$3,672.00	$3,915.00	$4,161.00	$4,405.00	$4,647.00	$4,890.00	$5,139.00	$5,381.00	$5,624.00	$5,877.00
69	Asst Track (1)			$2,756.00	$2,998.00	$3,235.00	$3,489.00	$3,727.00	$3,972.00	$4,221.00	$4,465.00	$4,709.00	$4,956.00
70	Asst Track (1)			$2,756.00	$2,998.00	$3,235.00	$3,489.00	$3,727.00	$3,972.00	$4,221.00	$4,465.00	$4,709.00	$4,956.00
71	Asst Track (1)			$2,756.00	$2,998.00	$3,235.00	$3,489.00	$3,727.00	$3,972.00	$4,221.00	$4,465.00	$4,709.00	$4,956.00
87	Asst Badminton			$2,756.00	$2,998.00	$3,235.00	$3,489.00	$3,727.00	$3,972.00	$4,221.00	$4,465.00	$4,709.00	$4,956.00
73	Asst Cross Country			$2,756.00	$2,998.00	$3,235.00	$3,489.00	$3,727.00	$3,972.00	$4,221.00	$4,465.00	$4,709.00	$4,956.00
118	Asst V. Team Competive Cheer			$3,672.00	$3,915.00	$4,161.00	$4,405.00	$4,647.00	$4,890.00	$5,139.00	$5,381.00	$5,624.00	$5,877.00
120	Para-Athlete Swimning			$2,756.00	$2,998.00	$3,235.00	$3,489.00	$3,727.00	$3,972.00	$4,221.00	$4,465.00	$4,709.00	$4,956.00
	7th and 8th Grade Athletic Coaches												
74	Certificated Coach			$2,398.00	$2,398.00	$2,398.00	$2,398.00	$2,398.00	$2,398.00	$2,398.00	$2,398.00	$2,398.00	$2,398.00
75	Paraprofessional			$2,036.00	$2,036.00	$2,036.00	$2,036.00	$2,036.00	$2,036.00	$2,036.00	$2,036.00	$2,036.00	$2,036.00
	Middle School (Stipend)												
76	Athletic Director			$3,672.00									
	Music												
77	Director			$4,592.00	$4,834.00	$5,078.00	$5,323.00	$5,568.00	$5,807.00	$6,057.00	$6,301.00	$6,542.00	$6,795.00
78	Percussion	79	Choreographer	$2,296.00	$2,420.00	$2,540.00	$2,664.00	$2,786.00	$2,905.00	$3,031.00	$3,153.00	$3,273.00	$3,398.00
80	Horns	81	Color Guard	$2,296.00	$2,420.00	$2,540.00	$2,664.00	$2,786.00	$2,905.00	$3,031.00	$3,153.00	$3,273.00	$3,398.00
	Spirit												
82	Lead Advisor	83	Cheer	$4,592.00	$4,834.00	$5,078.00	$5,323.00	$5,568.00	$5,807.00	$6,057.00	$6,301.00	$6,542.00	$6,795.00
		88	Asst Cheer Coach-V	$2,756.00	$2,998.00	$3,235.00	$3,489.00	$3,727.00	$3,972.00	$4,221.00	$4,465.00	$4,709.00	$4,956.00
		89	Asst Cheer Coach-JV	$2,756.00	$2,998.00	$3,235.00	$3,489.00	$3,727.00	$3,972.00	$4,221.00	$4,465.00	$4,709.00	$4,956.00
84	Dance			$4,592.00	$4,834.00	$5,078.00	$5,323.00	$5,568.00	$5,807.00	$6,057.00	$6,301.00	$6,542.00	$6,795.00
85	Other	86	Other	$2,296.00	$2,420.00	$2,540.00	$2,664.00	$2,786.00	$2,905.00	$3,031.00	$3,153.00	$3,273.00	$3,398.00
	Post Season Salary		$533.00										
	1. Sport Season-7 weeks												
	2. Activity schedule based on 4 days per week and 2 hours per day.												
	3. Five-sport seasons (subject to league requirement). No more than one sport per season.												

APPENDIX D BENEFITS

Medical Benefits

The maximum District contribution towards medical benefits for full-time unit members and their eligible dependents will be $18,250 per year effective October 1, 2024.

Dental Benefits

The District's contribution towards the cost of premiums for the Delta Dental Service for full time unit members and their eligible dependents during the term of this contract will be a maximum of $2,000 per year.

Vision Benefits

The District will pay the cost of premiums for all full-time unit members to provide a full vision care plan with a $15 deductible through VSP Family Plan for the unit member and eligible dependents.

APPENDIX E PROGRESSIVE DISCIPLINE

Levels of Progressive Discipline

- Verbal Counseling
- Written Warning - May be placed in the personnel file
- Written Reprimand - Will be placed in the personnel file
- Suspension without pay

The progressive discipline process may begin at a different level, according to the severity of an employee's misconduct.

This Appendix is not subject to the grievance procedure except as provided for in Article 15 and is included in the Agreement only for unit member and administrator reference.

APPENDIX F GRIEVANCE PROCEDURE TIMELINE & FLOWCHART

IMPORTANT: Please refer to Article 11 for complete grievance procedure. This Flowchart is an outline, not a replacement.

Informal

Informal Level

- **Within 20 days of event** grievant shall schedule an informal meeting with the immediate supervisor or appropriate District administrator

Resolved

Unresolved – grievant may move to formal Level 1

Level 1

Level 1 - Immediate Supervisor or Appropriate District Administrator

- **Within 10 days of informal meeting** grievant may submit formal written grievance to immediate supervisor/ appropriate District administrator
- **Within 10 days of receiving formal written grievance** supervisor/ appropriate District administrator must issue a written decision to grievant

Resolved

Unresolved – grievant may move to formal Level 2

Level 2

Level 2 – Superintendent or Designee

- **Within 10 days of receipt of Level 1 decision or if no decision is communicated, within 3 days of deadline,** grievant may submit a formal Level 2 written appeal to the Superintendent or Designee
- **Within 10 days of receipt of Level 2 appeal** the Superintendent or Designee must issue decision

Resolved

Unresolved – grievant may request Association to move to Level 3

Level 3

Level 3 – Mediation

- **Within 10 days of receipt of Level 2 decision** grievant may submit written request to Association with copy to District to refer to mediation.
- **Within 10 days of receipt of grievant's request**, District and Association shall notify other party it agrees to or waives mediation
- **If District and Association agree to mediate, within 10 days of receipt of agreement to mediate**, Association & District will agree to mediator or Association requests CSMCS to appoint mediator
- **If mediation is waived, within 10 days of receipt of** notice, the Association may submit the grievance to Level 4 Arbitration

Resolved

Unresolved - Within 20 days of first mediation session either Association or District can terminate mediation and Association can proceed to Level 4

Level 4

Level 4 – Arbitration

- **Within 10 days of waiver of mediation, or within 20 days of first mediation session, or within 10 days of final mediation session** Association may submit grievance to arbitration by written notice to District. If the parties are unable to agree upon an arbitrator, Association may refer to CSMCS for arbitrator list
- **Within 10 days of receipt of arbitrator list** Association and District will agree to arbitrator or strike names to select arbitrator
- Arbitrator conducts hearing. Renders final and binding decision

ABOVE TIMELINES MAY BE EXTENDED BY MUTUAL WRITTEN CONSENT