Sacramento City Teachers Association

Collective Bargaining Agreement

Between

Sacramento City Unified School District

Sacramento City Unified School District

and

SCTA
SACRAMENTO CITY TEACHERS ASSOCIATION
Great Teachers Together

Sacramento City Teachers Association (SCTA)

Effective:
July 1, 2025 through June 30, 2027

UNOFFICIAL DRAFT

UNOFFICIAL DRAFT

TABLE OF CONTENTS

Page

ARTICLE 1 - RECOGNITION 1

ARTICLE 2 - DEFINITIONS 3

ARTICLE 3 - EFFECT OF AGREEMENT 4

ARTICLE 4 - GRIEVANCE PROCEDURES 5

ARTICLE 5 - HOURS OF EMPLOYEMENT 11

ARTICLE 6 - EVALUATION 22

ARTICLE 7 - ASSIGNMENTS 30

ARTICLE 8 - TRANSFERS 33

ARTICLE 9 - LEAVES OF ABSENCE 47

ARTICLE 10 - PERSONNEL FILES 63

ARTICLE 11 - SAFETY CONDITIONS 65

ARTICLE 12 - COMPENSATION 68

ARTICLE 13 - EMPLOYEE BENEFITS 84

ARTICLE 14 - PERSONAL AND ACADEMIC FREEDOM 91

ARTICLE 15 - SUBSTITUTES 93

ARTICLE 16 - LIAISON COMMITTEE 94

ARTICLE 17 - CLASS SIZE 95

ARTICLE 18 - ORGANIZATIONAL RIGHTS 102

ARTICLE 19 - DISTRICT RIGHTS 104

ARTICLE 20 - MENTOR TEACHER 105

ARTICLE 21 - ORGANIZATIONAL SECURITY 109

ARTICLE 22 - PROFESSIONAL GROWTH PROGRAM RELATED TO THE REQUIREMENTS FOR RENEWAL OF CLEAR TEACHING CREDENTIALS 112

ARTICLE 23 - CLASSROOM TEACHER INSTRUCTIONAL IMPROVEMENT PROGRAM 114

ARTICLE 24 - SITE-BASED DECISION-MAKING 116

ARTICLE 25 - SUCCESSOR AGREEMENT 118

ARTICLE 26 - DURATION 119

UNOFFICIAL DRAFT

APPENDICES

~~Appendix A~~ ~~Evaluation Forms of All Members of the Certificated Non-Management Bargaining Unit~~

~~Appendix B~~ ~~Salary Schedules~~

~~Appendix N~~ ~~Commonly Used Personnel Forms~~

- ~~PSL-F007A Application for Family Medical Leave-Health of Employee~~
- ~~PSL-F007B Application for Family Medical Leave-Health of Family Member~~
- ~~PSL-F026 Request for Name Change~~
- ~~PSL-F027 Change of Address and or Phone Number~~
- ~~PSL-F086 Authorization for Electronic Money Transfer-Direct Deposit~~
- ~~PSL-F088 Title IX Grievance Review Request~~
- ~~PSL-F089 Complaint Form~~
- ~~PSL-F220 SCTA Donation Form for Catastrophic Leave~~

UNOFFICIAL DRAFT

ARTICLE 1 - RECOGNITION

1.1 The Board hereby recognizes the Sacramento City Teachers Association, hereinafter referred to as the Association, as the exclusive and sole negotiation agent for:

Individuals in positions, the title for which includes the term "teacher" and in which the individual is under contract with the school District;

per session teachers excluding teachers of summer school;

assistive technology specialist;

athletic director;

audiometrists;

behavior intervention specialist;

community schools specialist;

counselors;

department chairpersons;

District community schools specialist;

drug, alcohol and tobacco education specialists;

education audiologist;

speech language pathologists;

lead speech language pathologist (lead SLP);

librarians, including District librarian;

nurses, including lead school nurse;

program specialists;

psychologists;

resource specialists;

school social workers;

student activities advisers;

teacher, reading intervention;

training specialists;

vocational specialists;

and

substitute teachers.

UNOFFICIAL DRAFT

1.2 The Board agrees not to meet and negotiate with any teachers' organization other than the Association for the duration of this Agreement; further, the Board agrees not to negotiate with any teacher individually during the duration of this Agreement on matters subject to meeting and negotiating. In the event the parties agree to form a committee or the District seeks to have representation from the SCTA unit in a committee, the SCTA bargaining unit representatives to the committee will be determined by SCTA.

1.3 The Association recognizes the Board as the duly elected representative of the people and agrees to negotiate only with the Board or its duly authorized representatives designated by the Board to act in its behalf.

1.4 The Association agrees that neither it nor its members or agents will attempt to represent in any negotiations or grievances, the interests of anyone other than members of the unit, except the negotiation interests of summer school employees.

UNOFFICIAL DRAFT

ARTICLE 2 - DEFINITIONS

2.1 **"Teacher"** refers to any employee who is included in the appropriate unit as defined in Article 1 and, therefore, covered by the terms and provisions of this Agreement.

2.2 The term **"Board"** when used hereinafter in this Agreement means the Board of Education of the Sacramento City Unified School District.

2.3 The term **"school district" or "District"** when used hereinafter in this Agreement shall refer to the Sacramento City Unified School District.

2.4 The term **"emergency"** means a sudden unexpected happening; an unforeseen occurrence or condition; specifically perplexing contingency or complication of circumstances; a sudden or unexpected occasion for action; exigency; pressing necessity.

2.5 The term **"Association" or "SCTA"** when used hereinafter in this Agreement means the Sacramento City Teachers Association.

2.6 **Principal, Unit Administrator or Site Administrator**

2.6.1 The term **"principal or unit administrator or site administrator"** means management employees who are the chief executive officers for one (1) or more schools or offices with total responsibility and authority to manage all affairs of the school or office.

2.7 **School year**: The regular year defined in the calendar adopted for the elementary and secondary schools of the District and the calendar adopted for adult schools.

2.8 **Service year**: The school year plus the additional workdays required for specific job classifications within the bargaining unit.

2.9 **Day: A day is defined as a calendar day.**

2.10 **Work Day:** Work day is defined as a day in which a member is required to render service to the District.

2.10 **Teacher-Related Classes**: Those certificated non-management employees working with students and paid on the teachers' single salary schedule and who may be required to work additional days beyond the school year and/or additional hours beyond the teachers' work day.

UNOFFICIAL DRAFT

ARTICLE 3 - EFFECT OF AGREEMENT

3.1 This Agreement terminates and supersedes the prior collective bargaining agreements previously in effect between the parties. ~~all past practices, agreements, procedures, traditions, and rules or regulations concerning the matters herein.~~

3.2 The parties agree that during the negotiations which culminated in this Agreement, each party enjoyed 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.

3.3 The parties agree, therefore, that the other shall not be obligated to meet and negotiate with respect to any subject or matter whether referred to herein or not even though subject or matter may not have been in the contemplation or knowledge of either or both of the parties at the time they negotiated or signed this Agreement. The terms and conditions of this Agreement may be altered, changed, added to, deleted from or modified only through the voluntarily mutual intent of the parties in a written amendment.

3.4 Should any article, section, or clause of this Agreement be declared illegal by court of competent jurisdiction, said article, section, or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of the Agreement if not directly affected by the deleted article, section, or clause.

3.5 Each party agrees that they will neither take, nor threaten to take, any reprisals, directly or indirectly, against the other party or any members thereof regarding any action taken on the part of such persons in the exercising of their rights and responsibilities under this Agreement.

3.6 The Board agrees that it shall not take any reprisals against any bargaining unit member nor any civil action against SCTA or its affiliated organizations for engaging in concerted activities.

3.7 The Association and the District agree that differences between the parties shall be settled by peaceful means as provided in this Contract. For the duration of this Contract, the Association, in consideration of the terms and conditions provided herein, will not engage in, instigate or condone any strike or work stoppage of members of the bargaining unit.

This provision will not apply to any re-opener period after impasse procedures under the EERA have been exhausted, and after such exhaustion of procedure, the Board will also maintain the right to take unilateral action on negotiated items pursuant to the provisions of the EERA.

3.8 The parties agree that teachers employed at K-8 schools shall enjoy all rights identified in this Agreement, unless modified herein.

3.9 The parties agree that the District, including the students, the teachers and other staff, as well as the community, will benefit from improvement in the negotiation/grievance processes and improvement in the relationship between the parties. To that end the parties will seek to initiate a program to improve employer-union relations.

UNOFFICIAL DRAFT

ARTICLE 4 - GRIEVANCE PROCEDURES

4.1 **Definitions**

4.1.1 A grievance is an allegation by one or more members of the bargaining unit or the Association that a member(s) has been adversely affected by a violation, misinterpretation, or misapplication of a specific provision of this Agreement.

4.1.2 A grievance shall not include and this grievance procedure shall not apply to any of the following:

4.1.2.1 Any matter upon which the District is without authority to act;

4.1.2.2 Any discharge, dismissal, or layoff of a member of the unit;

4.1.2.3 Any attempt to alter or change this Agreement;

4.1.2.4 The evaluation of members of the unit, except for alleged violations of procedural matters;

4.1.2.5 Claims of discrimination by reason of age, race, religion, color, sex, sexual orientation or national origin where there are adequate state and federal administrative and judicial remedies available for redress of such claims.

4.1.3 A working day is any day during which the grievant of the unit is required to render service to the District.

4.1.4 A "grievant" is a person or persons asserting a grievance and who is (are) a member(s) of the unit or Association.

4.2 **Purpose and General Provisions**

4.2.1 The purpose of this grievance procedure is to process a claim of grievance and to secure, at the lowest administrative level, solutions to problems which may from time to time arise concerning the welfare and working conditions and working relationships of those covered under this Agreement.

This grievance procedure shall not be construed as in any way hindering, discouraging, or denying the settlement of grievances or problems within the normal administrative channels of the District.

4.2.2 Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration, and to have the grievance adjusted without intervention by the Association, provided that the adjustment is not inconsistent with the terms of this Agreement. The grievant may request an Association representative to attend any informal meeting called to adjust the grievance.

4.2.3 In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in harm to an aggrieved person, the time limits set forth herein shall be reduced so that the procedure may be exhausted prior to the end of the school year or as soon as is practicable. Time limits set forth in this Agreement may be extended by mutual consent.

4.2.4 No grievance shall be recognized unless it shall have been presented at the appropriate level within thirty (30) working days after the grievant knew or reasonably should have known of the

UNOFFICIAL DRAFT

act or condition and its aggrieving nature that forms the basis of the grievance, and if not so presented, the grievance will be considered as waived.

4.2.5 A decision rendered at any level shall be considered final unless an appeal is registered within the time limits specified.

4.2.6 Time allowances set forth at each level may be extended by mutual consent of the grievant and the District

4.2.7 Should the processing of any grievance require that an employee be released from his/her regular assignment, he/she shall be released without loss of pay or benefits. If an employee is released to participate in arbitration, he/she shall be released without loss of pay.

4.2.8 No reprisals of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.

4.2.9 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

4.2.10 All parties to the grievance shall make available to other parties involved all pertinent information not privileged under the law in its possession or control which is relevant to the issues raised by the grievance.

4.2.11 If a successor agreement has not been fully negotiated nor ratified by the parties, the provisions of this Article shall continue as though this contract were extended until the start of any new agreement.

4.2.12 Level I of the grievance process may be waived if the Association and principal or site administrator agree, Level II may be waived if the District and the Association agree.

4.2.13 In those instances in which related or similar grievances are being heard, the Association and the District may agree to combine the grievances to be presented before a hearing officer and/or before an arbitrator.

4.2.14 The grievant, respondent, or the superintendent's designee from the Human Resources Office may request the presence of a representative or representatives at any meeting.

4.3 **Level I Local Problem Solving**

4.3.1 **Preamble**: The purpose of Level I shall be to solve the specific allegation(s), issue(s) or problem(s) as framed by the grievant at the site or lowest possible level. The grievant and principal or unit administrator should attempt to resolve the grievance either informally or formally at Level I. The parties are encouraged to work out a solution that is consistent with the Contract. Solutions reached at Level I are considered non-precedential.

4.3.2 **Informal Track**: A grievance may be discussed orally with grievant's principal or unit administrator with the objective of resolving the matter informally, without the filing of the grievance form. However, nothing shall preclude the filing of a written grievance prior to or during the informal meeting. The informal process may include the SCTA as grievance representative.

a. The intent of the meeting is to focus on solution. The parties shall attempt to define the issue, discuss interests, explore options, and, if possible, agree to an outcome. Upon request, the solution, if any, will be reduced in writing.

UNOFFICIAL DRAFT

b. If through formal or informal means, resolution is reached in writing or other mutually acceptable manner, all grievance documents may be destroyed, in accordance with applicable regulations;

c. Solutions that require implementation beyond the school site or unit level shall first be reviewed for implementation by the appropriate District-level administrator. Solutions that do not require review and are accepted will be implemented by the principal or unit administrator.

In the event the grievant is not satisfied with attempted resolution by informal means, and the grievant wishes to file a formal grievance, the grievant must submit the grievance in writing to the principal or unit administrator or District designated representative upon a grievance form agreed to by the parties. A copy of the grievance form can be found in Appendix X

4.3.3 **Formal Track:** If a formal grievance has been filed, the grievant may:

a. discuss the grievance personally, and/or

b. request that a designated grievance representative accompany the grievant to the meeting to discuss the grievance.

The meeting should be held within fifteen (15) working days after filing the grievance. The District and SCTA agree to meet every other week for Level I grievances.

4.3.4 Within ten (10) working days following the meeting to discuss the grievance, the principal or unit administrator shall render the decision and the reasons therefore, in writing, to the grievant and to the exclusive representative. Information copies of the decision at this level shall be sent to the superintendent's designee from the Human Resources Office and the appropriate District administrator having responsibility for the organizational segment with which the grievance was processed. If the District fails to provide a written response within ten (10) working days of the Level I grievance meeting, the Association may move the grievance directly to Level II.

4.3.5 **The written grievance should include:**

d. A description of the specific grounds of the grievance;

e. A listing of the specific article or section of the Agreement alleged to have been violated;

f. A listing of specific actions requested of the principal or unit administrator or District designated representative which will remedy the grievance.

4.3.6 **Conduct of the Level I Meeting:**

g. The intent of the meeting is to focus on a solution to the specific allegation(s), issue(s) or problem(s). The parties shall attempt to define the issue, discuss interests, explore options, and, if possible, agree to an outcome;

h. If through formal or informal means, resolution is reached in writing or other mutually acceptable manner, all grievance documents may be destroyed, in accordance with applicable regulations;

i. Solutions that require implementation beyond the school site or unit level shall first be reviewed for implementation by the appropriate District-level administrator. Solutions that do not require review and are accepted will be implemented by the principal or unit administrator.

UNOFFICIAL DRAFT

4.4 **Level II**

4.4.1 If the Association is not satisfied with the disposition of the grievance at Level I, the Association may file a request for a Level II meeting within ten (10) working days of the receipt of the Level I decision. Grievants not complying with the above time constraints for filing at Level II will be deemed to have waived their rights to a Level II meeting. The party filing for a Level II meeting will forward the written grievance and the Level I decision to the Human Resources Office. The written response should include:

4.4.1.1 Why the Association and/or grievant disagrees with the Level I decision.

4.4.2 The Level II response for appeal shall be considered a formal request for a meeting and a written decision by the superintendent or his/her designee. The meeting should be held within twenty (20) working days from receipt of the grievance by the Human Resources.

4.4.2.1 The District and SCTA agree to make every effort to schedule Level II grievance meetings twice a month. The intent of the parties is to hear all grievances within forty (40) working days from the time of appeal is postmarked, date/time stamped, including email.

4.4.2.2 The parties understand that mutual agreements secured at Level II are precedent setting unless the parties stipulate otherwise.

4.4.2.3 Release time will be provided for the teacher(s) participating at Level II meetings upon the written request of the Association.

4.4.3 **Mediation**

Grievances appealed to Level II may be submitted to mediation.

4.4.3.1 Under no case shall the adjustment or resolution of grievances at this level exceed forty (40) working days from the date of their appeal at Level II, unless extended by mutual agreement of the parties. If not extended, the Association may appeal the grievance to Level III.

4.4.3.2 Mediators who have been selected by the parties to mediate grievance disputes at Level II, will be scheduled on a rotating and available basis.

4.4.3.3 The parties agree to meet annually in May to review the mediators listed above. The list of mediators for the subsequent year shall be mutually agreed upon, but should the parties be unable to agree on a new list, the previous list will continue until such time as a new list is agreed to.

4.4.3.4 All costs of the mediator, if any, shall be borne equally by the parties. No party shall purposely withhold information at this level but shall disclose all information relevant to the grievance for consideration by the other party.

4.4.3.5 **Mediation Procedures**

The mediation procedure shall be entirely informal in nature, however, copies of exhibits upon which either party bases its case shall be shared with the other party. The relevant facts should be elicited in a narrative fashion o the extent possible, rather than through examination and cross-examination of witnesses. The rules of evidence will not apply and no record of the proceedings will be made. All persons involved in the events giving rise to the grievance should be encouraged to participate fully in the proceedings, both by stating their views and by asking questions of the other participants at the mediation hearing.

UNOFFICIAL DRAFT

4.4.3.6 The primary effort of the mediator shall be to assist the parties in settling the stated grievance in a mutually satisfactory fashion. In attempting to achieve a settlement, the mediator is free to use all of the techniques customarily associated with the mediation process, including private conferences with only one party. If settlement is not possible, the mediator shall provide the parties with an immediate bench opinion, based on the stated grievance and the Collective Bargaining Agreement, as to how the grievance would be decided if it went to Arbitration. That opinion would not be final or binding, but would be advisory. It would be delivered orally and would be accompanied by a statement of the reasons for the mediator's opinion. The advisory opinion may be used as the basis for further settlement discussions or for withdrawal or granting of the grievance. If the grievance is not settled, granted or withdrawn, the parties are free to arbitrate. If they do, the mediator shall not serve as arbitrator, and no offers or concessions made by the parties or the mediator during mediation can be used against a party during arbitration.

Neither attorneys nor court reporters or any other type of note-taker shall be allowed to be present at the proceedings.

4.4.3.7 If the parties agree to be bound by a mediator's recommendation, the subsequent Agreement shall be reduced to writing and signed by the parties.

4.4.3.8 Any grievance not resolved within twenty (20) working days of the initial mediation session with no subsequent mediation session(s) scheduled and which the Association wishes to pursue may be appealed by the Association to Level III. Any grievance not resolved at the initial mediation session or additional mediation session(s) and
which the Association wishes to pursue may be appealed by the Association to Level III within forty (40) working days of its submission by the grievant or the Association at Level II. Any such appeal shall be made within ten (10) working days of the appropriate above-mentioned deadline.

4.5 **Level III**

4.5.1 If the Association is not satisfied with the decision at Level II, the Association may request a hearing before an arbitrator within twenty (20) working days of the receipt of the Level II decision. Unless the parties have mutually agreed to extend the Level II meeting or decision timeline, the Association may also proceed directly to arbitration if the District has failed to hold a Level II meeting or provide a Level II response within forty (40) working days of the submission 9of the Level II grievance. Such requests by the Association's executive director, or official designee, will be in writing and shall be filed with the superintendent's designee from the Human Resources Officer. The Association will within ten (10) working days of the filing of the request for arbitration with the District, notify the American Arbitration Association and request a list of arbitrators. If such request is not filed within the time limitations prescribed above, the grievant will be deemed to have waived the right to a Level III meeting.

4.5.1.1 Within thirty (30) calendar days of the appeal to Level III, and in no case later than thirty (30) days prior to the Level III meeting before the arbitrator, the parties agree to meet in a conference to:

j. Attempt to frame the issue to be submitted to the arbitrator

k. Share all evidence

l. Clarify whether a court reporter is necessary, determine the site

m. Re-initiate efforts to settle, if possible.

UNOFFICIAL DRAFT

4.5.1.2 The parties agree that any evidence discovered subsequent to conference will be shared at least seven (7) calendar days prior to arbitration. Evidence shared less than seven (7) calendar days for presentation of new evidence will be grounds for delay at the request of the receiving party. The party who initially presents new evidence shall be charged for the cost of the arbitrator, if the receiving party requests the delay.

4.5.2 A certified court reporter shall be employed to record verbatim the entire arbitration hearing if requested by either the Association or the District. In any case in which a court reporter is involved, the parties shall share equally the cost of such reporter, including per diem, mileage, and other out-of-pocket expenses. If the arbitrator requests a court reporter, the parties shall likewise share equally the cost of such reporter. The cost of transcripts shall be borne by the party ordering such transcripts.

4.5.3 When arbitration has been requested, the parties may mutually agree on an arbitrator or shall contact the American Arbitration Association for a list of arbitrators in accordance with American Arbitration Association procedures. The grievant or designee and the superintendent's designee from the Human Resources Officer shall alternately strike names from such list until only one (1) name remains. This person shall be designated as the arbitrator and shall proceed to hear the grievance under the voluntary rules of the American Arbitration Association insofar as said rules do not conflict with the grievance procedure in this Agreement.

4.5.4 All costs for the services of the arbitrator, including, but not limited to, per diem expenses, his/her travel and subsistence expenses and the cost of any hearing room will be borne equally by the Board and the Association. All other costs will be borne by the party incurring them.

4.5.5 **The function of the arbitrator shall be:**

4.5.5.1 To hold a hearing concerning the grievance, and

4.5.5.2 To render an award in accordance with the timelines agreed to between the parties and the arbitrator after the close of the hearing. The arbitrator's decision will be binding on all parties.

4.5.6 Once the arbitrator has been selected, hearings shall commence and be held at the convenience of the arbitrator. However, hearings shall be confined to working days.

4.5.7 Neither the District nor the grievant shall be permitted to assert any grounds or evidence before the arbitrator which was not previously disclosed to the other party. The arbitrator shall consider only those issues which have been properly carried through prior steps as required by the provisions of this grievance procedure.

4.5.8 The arbitrator shall not render any award which conflicts with or alters this Agreement. It is understood, however, that the arbitrator shall interpret the Agreement in accordance with acceptable rules of contract construction.

4.5.9 The arbitrator is empowered to include in any award such financial reimbursements or other remedies as judged to be proper.

4.5.10 Each party shall bear the full costs for its representation in the arbitration. The administrative costs of the American Arbitration Association and the arbitrator's fees and charges shall be divided equally between the grievant and the District.

4.6 The parties agree that it is beneficial to resolve pending grievances as expeditiously and fairly as possible. To that end, the parties are interested in bringing pending grievances, particularly those at the arbitration stage to a conclusion in a reasonable time. The parties therefore agree to meet and seriously consider methods to expedite pending grievance resolution including, but not limited to, considering grouping grievances on similar issues, mediation/arbitration

UNOFFICIAL DRAFT

procedures, appointment of special masters or permanent panels and other alternatives which the parties may agree upon.

ARTICLE 5 - HOURS OF EMPLOYMENT

5.1 **Calendar**

5.1.1 The parties do hereby agree to negotiate, annually, the calendars for the succeeding year during reopeners unless the calendars are already in the agreement. It shall be the goal of the parties to resolve issues related to calendar changes as far in advance as possible but no later than four months prior to the commencement of the new school year.

5.1.2 The service year referred to in Section 5.1.1 is specified in the school calendars attached to this Agreement as the Calendar Appendix.

5.2 **Service Year**

5.2.1 Unless noted below in Sections 5.2.2 through 5.2.11, the required days of service shall be one hundred eighty (180) teaching days**,** one (1) non-teaching day.

5.2.2 The service year for social workers shall be 185 days.

5.2.3 The service year for program specialists shall be 190 days.

5.2.4 The service year for psychologists shall be 195 days.

5.2.5 The service year for child welfare and attendance counselors shall be five (5) days beyond the teachers' required days of service.

5.2.6 The service year for secondary librarians shall be ten (10) days beyond the teachers' required days of service.

5.2.7 The service year for department chairpersons, athletic directors and student body activity advisors shall be two (2) workdays beyond the teachers' required days of service.

5.2.8 The service year for counselors will be ten (10) days beyond the teachers' required days of service.

5.2.9 The service year for vocational specialists will be 18.5 days beyond the teachers' required days of service.

5.2.10 The service year for full-time student activities advisors will be ten (10) days beyond the academic teaching year.

5.2.11 The service year for school nurses shall be three (3) beyond the teachers' required days of service and five (5) days beyond for lead school nurses.

5.2.12 It is understood that the scheduling of extra days worked beyond the school year by all the job classifications noted in 5.2.2 through 5.2.11 will be determined by the site administrator or immediate supervisor after conferring with the individuals involved.

5.3 **Service Day**

5.3.1 The service day for all members of the bargaining unit with classroom duties shall begin fifteen (15) minutes before the first assigned class or preparation period and shall end fifteen (15) minutes after the last assigned class or preparation period. Except that on service days preceding scheduled holidays, vacations, or Saturdays, the teachers' day shall end at the close of the pupil's day.

UNOFFICIAL DRAFT

5.3.1.1 However, at the elementary level, a teacher may be assigned on a Friday or a day before a holiday to duties within fifteen minutes after school on an equitable and rotating basis. But teachers who assume such duties shall be allowed to leave 15 minutes early on another day in that week or a succeeding week.

5.3.2 The service day for all members of the bargaining unit without classroom duties, with the exception of those noted in 5.3.4 through 5.3.6, shall be equivalent to the teachers' day on the site(s) to which they are assigned.

5.3.3 The service day on shortened days or non-teaching days shall be equal to the length of a regular service day.

5.3.4 The counselor's service day shall be 10 minutes more than a regular teacher's service day at the site where the counselor serves.

5.3.5 The service day for program specialists, psychologists and social workers shall be eight (8) hours excluding lunch.

5.3.6 The service day for kindergarten teachers shall be equal to the primary teachers in the school of assignment.

5.3.7 Within the constraints imposed within this Article, work site schedules will be established by the site administrator and the liaison committee. These schedules will include, but not be limited to, student beginning and dismissal times, instructional periods, preparation times, staff relief breaks, student recesses, lunch periods for staff and students, and the workday or teaching schedule as applicable for individual members of the bargaining unit assigned to the administrator's work site.

5.3.8 The scheduling of the service day for personnel without classroom duties on a regular basis, including lunch schedules and breaks, shall be specified by the site or unit administrator after conferring with the individual employee.

5.3.9 Every effort will be made for teachers who are assigned to more than one (1) school to minimize travel time and ensure an adequate amount of time for lunch and preparation periods.

5.3.10 Principals of schools served by the same elementary special subjects' specialists or any other teachers serving at two (2) locations will confer to make every effort to see that the duties assigned that teacher will be no greater than those of any regular teacher on the staff of the school.

5.3.11 When eight-hour employees are required to work beyond their regular eight (8) hour day, they will be granted compensatory time off equivalent to the overtime worked.

5.3.12 Scheduling of compensatory time shall be consistent with the needs of the District. All compensatory time shall be taken at times approved by the supervisor, but shall not be unreasonably denied. The Employer will make every reasonable effort to enable employees to use compensatory time.

5.4 **Instructional Day**

5.4.1 **Kindergarten**

5.4.1.1 Beginning in the 2014-2015 school year, there shall be two (2) options available to school-sites for their Kindergarten instructional day:

a. The maximum regularly scheduled Kindergarten instructional day for teachers shall be two hundred (200) minutes. This subsection shall be referred to as "option (a)."

UNOFFICIAL DRAFT

b. After conducting an election held pursuant to subsection "c" of Section 5.4.1.1 and approved by SCTA and the District, a school-site may schedule Kindergarten teachers' instructional day up to two hundred and fifty-five (255) minutes. This schedule shall be referred to as "option (b)."

c. An election pursuant to Section 5.4.1.1 shall be held every three (3) years for school-sites choosing "option (b)". If an election is not held, the site will automatically revert to option (a) under this section.

d. The full-time SCTA members employed at a school-site shall vote to elect an option under this section for Kindergarten teachers' instructional day. The term of each option provided for in this section shall be a three (3) year period effective upon the commencement of the school year immediately following the election. Election shall occur prior to March 1st to provide an implementation date at the commencement of the next school year. If option (b) does not secure positive votes from at least eighty percent (80%) of the school-site's voting members, option (a) shall become effective for the school year immediately following the election.

e. If a school-site votes to implement option (b), those Kindergarten teachers affected by the decision may choose to self-surplus as set forth in Section 8.4.2.1.1 of the collective bargaining agreement. After a successful vote to implement option (b), those Kindergarten teachers wishing to self-surplus must notify the District in writing.

f. The District and SCTA shall establish a joint Extended-Day Kindergarten Committee to assist with issues related to extended-day Kindergarten. The primary purpose of this committee shall be to evaluate the effectiveness of the extended-day Kindergarten program. The committee shall consist of three (3) District appointed members and three (3) SCTA appointed members.

g. Language to reflect Kindergarten for collaborative time and instructional minute requirement for Extended Day Kinder.

5.4.2 **Primary Grades**

5.4.2.1 The maximum regularly scheduled primary teachers' instructional day, including preparation time when scheduled, shall be 285 minutes per day, but excluding recess and a 40-minute lunch period. The staff and principal may agree to decrease or increase lunch by five (5) minutes within the limitations of the District transportation system and local needs. With the incorporation of collaborative time, the maximum regularly scheduled primary teachers' instructional day shall be 297 minutes provided that regularly scheduled primary teachers' instructional day on Thursdays (unless it is a shortened day) shall be 237 minutes.

5.4.2.2 Under necessary circumstances the Parties may mutually agree to allow for the doubling of primary classes (Kindergarten – 3rd grade) depending on safety, facilities, and/or program needs. For these cases, doubling of primary classes will not be considered a class size violation.

UNOFFICIAL DRAFT

5.4.3 **Intermediate Grades**

5.4.3.1 The maximum regularly scheduled intermediate teachers' instructional day, including preparation time when scheduled, shall be 305 minutes but excluding recess and a forty (40) minute lunch period. The staff and principal may agree to decrease or increase lunch by five (5) minutes within the limitations of the District transportation system and local needs. With the incorporation of collaborative time, the maximum regularly scheduled intermediate teachers' instructional day shall be 317 minutes provided that regularly scheduled intermediate teachers' instructional day on Thursdays (unless it is a shortened day) shall be 257 minutes.

5.4.4 **K-8**

5.4.4.1 The instructional day at K-8 schools shall be governed by Sections 5.4.1 through 5.4.3.1 above.

5.4.4.2 Relief breaks at K-8 schools may be increased to 30 minutes per day from the 20-minute standard. K-8 schools shall provide a plan to ensure that every teacher is treated equitably and that every teacher receives a break.

5.4.4.3 K-8 schools with magnet resource teachers may develop a site plan that increases the preparation time for primary and intermediate teachers. The plan design may include the use of magnet resource teacher services.

5.4.5 **Secondary Level**

5.4.5.1 At the secondary level the maximum number of regularly scheduled student instructional periods for teachers will be five (5) periods per day in those schools in which the instructional schedule is based upon a six (6) period day.

5.4.6 **Middle Schools**

5.4.6.1 At the middle school, the maximum instructional time for teachers shall not exceed 305 minutes, including preparation periods but excluding student passing time, teacher relief breaks, and lunch periods. The minimum instructional day for middle school students shall be 330 minutes, excluding lunch. Passing periods shall not exceed seven (7) minutes each. With the incorporation of collaborative time, the maximum regularly scheduled middle school teachers' instructional day shall be 314 minutes provided that regularly scheduled middle school teachers' instructional day on Thursdays (unless it is a shortened day) shall be 254 minutes.

5.4.7 **High Schools**

5.4.7.1 The maximum regularly scheduled high school teachers' instructional day shall be 279 (SB 813) minutes excluding lunch, passing time, relief breaks, and preparation. With the incorporation of collaborative time, the maximum regularly scheduled high school teachers' instructional day shall be 289 minutes provided that regularly scheduled high school teachers' instructional day on Thursdays (unless it is a shortened day) shall be 239 minutes.

For the purposes of calculating instructional minutes, the School of Engineering and Sciences and Kit Carson shall be considered a high school.

UNOFFICIAL DRAFT

5.5 **Shortened Days**

5.5.1 Shortened day shall be 235 minutes at primary, 249 minutes at intermediate, 240 minutes at middle school, and 246 minutes (including passing periods) at high schools. Shortened days at high schools during finals shall be 247 minutes. Extended Kindergarten may not exceed the primary day.

5.5.2 One (1) shortened day shall be provided on the last teaching day of each quarter or trimester for the purpose of preparing grades and reports in all schools. In no case shall a teacher be required to submit grades and reports prior to 3:15 on the last teaching day of each quarter or trimester. For the elementary level these reports and records days shall be beyond those granted in 5.5.3.

5.5.3 At the elementary level, six (6) shortened days shall be scheduled for parent conferences at the end of the first quarter or trimester. Five (5) shortened days shall also be provided at the end of the third quarter or second trimester for parent conferences; if the principal and staff agree, these days may be waived. The scheduling of these shortened days shall be determined at the school level by the site administrator and the school faculty within the dates prescribed in the school calendar. Such parent conferences are to be held only on those days provided for that purpose.

5.5.4 In schools and classes wherein the students are transported daily, the scheduling of the days and times of these conferences must be done within the limitations of transportation services.

5.5.5 At the middle school level, grades 7-8, six (6) shortened days shall be provided and used as follows:

Four (4) days to be used for reports and records at the end of each quarter. Two (2) days for in-service education to be arranged by the principal, with a consensus of the school staff required.

5.6 **Preparation Time/Extra Allocation Time**

5.6.1 Each middle, junior high, and senior/high school teacher will be provided one (1) preparation period daily which will equal the standard instruction period in each individual school.

5.6.1.1 No junior high or middle school teacher shall be required to function as a department chairperson.

5.6.2 Each elementary teacher, including but not limited to special day class teachers, will be provided at least ninety (90) minutes of preparation time per week. Prep time applies to each week which includes a regular teaching day. Provided the District receives sufficient funds through Proposition 28, known as the Arts and Music in Schools Funding Guarantee and Accountability Act, the District will provide additional preparation time to elementary teachers and ensure equitable distribution of this additional preparation time.

5.6.2.1 Teachers hired into preparation specialist positions are intended to be those with regular K-6 credentials. Those preparation specialist teachers who worked in the elementary preparation program in 1991-92 and return to a preparation specialist position in 1994-95 shall not be required to have a regular K-6 credential.

5.6.2.2 Flexible prep time for prep specialist teachers in Elementary Schools. Ordinarily, prep time is expected to be provided in approximate 45 minute segments. However, in order to facilitate scheduling, prep specialist prep time may be allocated in shorter segments when documentably necessary. In return, time on shortened days after the student day shall be considered prep time for prep specialists.

UNOFFICIAL DRAFT

5.6.2.3 The prep specialist teaching prep day is understood to be the same as all other grade 1-6 teachers at the site.

5.6.2.4 In those schools where additional minutes are available within a preparation specialist's instructional day, those minutes are to be used to provide additional minutes of preparation time on a regular or intermittent basis to qualifying teachers. The available minutes are to be distributed as equitably as possible among the qualifying teachers. It needs to be reiterated that it is not appropriate for a preparation specialist's time to be assigned to other programmatic uses outside of the elementary preparation program at a site even though it is acknowledged that there are many such needs.

5.6.3 Each site, in consultation with the Liaison Committee, shall determine how to best and fully utilize its above-staffing allocation for the school year.

5.6.4 The time scheduled for elementary special subject teachers in each elementary school shall be rounded upward to the nearest whole day.

5.6.5 **Elimination of lost prep time.**

5.6.5.1 Prep time loss during weeks with holidays and during shortened and/or early days or for other reasons that are beyond an individual teacher's professional control (e.g. changes of schedule due to testing, assemblies, or required training, etc.) will be made up by using one or more of the following options.

a. Schools calling substitutes.

b. Payment for prep loss. Payment will be based on the pro-rated higher substitute cost.

c. Rescheduling of prep time. This can include rotation of regular prep periods during the school year.

5.6.6 All special day class teachers as defined by Special Education shall be provided preparation time equal to the preparation time provided other teachers in their school. The District shall ensure this preparation period.

5.6.7 Full-time Child Development teachers shall be provided 150 minutes of duty-free preparation time per week. Scheduling of the preparation time shall be the responsibility of the site administrator. The site administrator will confer with the teachers on this matter.

5.6.7.1 Preparation time will be prorated based on the proportion of time a part-time Child Development teacher is employed.

5.6.8 Teachers shall not be required to assume other duties or responsibilities during preparation time without their consent, except under emergency circumstances to provide for the supervision and/or protection of students. No teacher shall be required to give up more than two (2) preparation periods for emergency situations per year, except in those schools where an alternative program has been approved by the faculty.

5.7 **Relief Breaks**

5.7.1 The service day shall include twenty (20) minutes of relief breaks at the rate of ten (10) minutes in the morning and ten (10) minutes in the afternoon. In no case shall a single break be less than five (5) minutes.

UNOFFICIAL DRAFT

5.7.2 The site administrator shall be responsible for scheduling the supervision of students during the time established for relief periods.

5.7.3 A daily fifteen (15) minute a.m. and a fifteen (15) minute p.m. rest break will be provided all seven (7) or eight (8) hour employees.

5.8 **Lunch**

5.8.1 All teachers shall be provided with a minimum thirty (30) minute uninterrupted lunch period daily.

5.8.2 Each special subjects non-classroom teacher shall be scheduled at least the same lunchtime allotment as the regular teachers at the same site.

5.9 **Special Assignments**

5.9.1. No teacher shall be required to participate in a special-duty assignment more than four (4) times during a school year, no more than one (1) of which shall be on a Friday. Nothing precludes teachers from volunteering for such activities.

5.9.2 Saturday, Sunday, and holiday special assignments will be made on a voluntary basis.

5.9.3 No teacher shall be required to accept any overnight duty. Such assignments may be made on a voluntary basis.

5.9.4 The site administrator will make these special assignments only as necessary and in a manner which distributes the extra duties and responsibilities as equitably as possible to all concerned staff.

5.9.5 The site administrator shall confer with teachers when planning activities which might occur outside the maximum service day in which the teacher may be involved.

5.9.6 New teachers shall have no more than one (1) additional day of service required for all District wide meetings in addition to whatever requirements exist for all teachers. In addition, the Parties agree to negotiate a new and mutually agreeable Article 5.9.8.1 to reflect the New Employee Orientation requirements.

5.9.7 New Teacher Orientation: Newly-hired employees shall be required to attend a New Employee Orientation. By June 1 of the preceding year, the District and the Association will mutually agree on a date to hold the New Teacher Orientation for certificated staff who are hired prior to the commencement of the following school year. The New Teacher Orientation will occur prior to the first instructional day. The parties will jointly develop the agenda, which shall include a joint greeting from the District superintendent or designee and the President of the Association or designee. The Association shall also be provided at least thirty (30) minutes of time outside the presence of any District administrator as part of the agenda.

5.9.7.1 New Employee Orientation: After the commencement of the school year, the District and the Association shall hold a monthly New Employee Orientation, which newly hired staff will be required to attend, for those staff who were hired after the New Teacher Orientation referenced in 5.9.7 above occurred, or who were excused from the New Teacher Orientation. The parties will confer to determine whether the monthly New Employee Orientation may be postponed until the following month due to a low number of participants or another mutually-agreeable reason.

5.9.8 Elementary Supervision: No bargaining unit member will be required to perform more than thirty (30) total hours of supervision in a school year. Supervision is limited to before

UNOFFICIAL DRAFT

and after school student supervision during drop off and pick up times and recess supervision.

5.10 **Staff Meetings**

5.10.1 The first Thursday of each calendar month of the school year shall be reserved for on-site faculty meetings.

5.10.2 Every effort will be made to limit the length of faculty meetings to one (1) hour.

5.10.3 Whenever possible, the notice of and tentative agenda for any meetings shall be given to teachers involved at least two (2) days prior to the meeting.

5.10.4 The site administrator may schedule additional meetings from those noted above when the administrator concludes that there is a necessity for additional meetings. If such meetings are mandatory, unit members shall be paid at the contract hourly rate for attending.

5.10.5 The site administrator will excuse teachers from meetings and special assignments for emergency reasons or extenuating circumstances which can be substantiated.

5.10.6 The District will limit the numbers of extra meetings teachers must attend and agrees to discuss with the union how to achieve that end.

5.11 **Collaborative Time**

5.11.1 The parties agree to incorporate ongoing collaborative time, beginning in the 2016-17 school year, to allow regular and defined time for educators to collaborate on approaches to improving student achievement and common issues with their colleagues.

5.11.2 Collaborative time is time spent in professional learning activities that focus on a school site's Single Plan for Student Achievement plan and/or the District Strategic Plan and related initiatives. This may be done in department/grade level teams, and/or special populations of certificated unit employees, or as whole-staff activities. Typically, team meetings will focus on improving student achievement through the examination of student work, analyzing student/school data, sharing methodologies, planning and developing curriculum and assessments. The time is intended to be for group collaboration.

5.11.3 Collaborative time shall be structured as follows:

a. On the first Thursday of each month a staff meeting, not to exceed 60 minutes, will be held.

b. On the second, third, and fourth Thursdays of each month, unit members will be provided 60 minutes of collaborative time, immediately following the conclusion of the instructional day with students, on those Thursdays when there is a regular instructional day.

c. On the fifth Thursday of each month (if occurring), the regular work day for unit members shall conclude fifteen minutes after the end of the instructional day for students. If voluntary professional learning opportunities are provided during the fifth Thursday of a month, unit members will be paid at the volunteer rate. If mandatory professional development training is required the fifth Thursday of a month, educators will be paid at their regular contractual daily rate.

UNOFFICIAL DRAFT

d. The eighteen paid regular hours of common planning time previously negotiated shall be incorporated into the collaborative time, as provided for above. Furthermore, the additional time required to provide for collaborative time on the fourth Thursday of the month, shall be paid at the regular contracted daily rate and incorporated into the salary schedule.

5.11.4 For eight-hour bargaining unit members, the current practice regarding Common Planning Time (CPT) shall remain in effect until a mutually-agreed upon alternative has been negotiated.

5.12 **Scheduling in Child Development**

5.12.1 **Child Development Hours**

5.12.1.1 Children's Centers teachers shall work the same hours as classified Children's Centers employees during the winter recess and summer vacation.

5.12.1.2 For Child Development teachers who eat lunch with their assigned children, the service days will be eight (8) hours including lunch.

5.12.1.3 The service day for a Child Development teachers shall be eight (8) hours including relief breaks and excluding lunch.

5.12.2 Schedules for holidays and vacation periods shall be established through consultations between the teachers and management. Individual preferences and special circumstances will be given serious consideration by management; however, management reserves the right to make the final decision in the interest of the total program. Any request for vacation should be submitted at least two weeks prior to the date requested and shall be acted upon within six (6) working days from the date of submission of the written request and such decision shall be conveyed immediately to the teacher.

5.12.2.1 Children's Center teachers shall be granted half of the Board-granted vacation days during the winter holidays in addition to vacation days. The winter holiday schedule shall be established and posted by November 15 of each year.

5.12.2.2 Child Development teachers may carry over no more than twelve (12) vacation days from year to year, but vacation days lost will be compensated at the teacher's per diem rate.

5.12.2.2.1 If at the end of the fiscal year (June 30), staff has vacation days that have not been used, those days may be cashed out up to twelve (12) days per fiscal year or carried over without reduction. Request for cash out should be submitted in accordance with Payroll Department procedures.

5.12.3 The number of contracted work days per year for Child Development teachers in 12 month positions commencing on July 1 Child Development shall be 223 days.

5.12.4 Fee-based Child Development programs that operate for 12 months of the year shall have at least one (1) teacher who shall work the 223-day Contract year.

5.12.4.1 Child Development teachers at who are on a 223-day Contract may be required to work at another site during winter and spring breaks and student vacation periods.

5.12.4.2 All other teachers at fee-based centers shall work the service year reflected in the School Calendar Summary K-12. When such teachers work days beyond those stipulated in the Calendar, they shall be compensated at the per diem rate and shall accrue all benefits associated with the additional days.

UNOFFICIAL DRAFT

5.12.4.3 According to seniority Child Development teachers on the K-12 School Calendar shall have first right of refusal for additional days required at any center during winter and spring breaks, and student vacation periods. For STRS purposes, a full year of service for Child Development teachers shall be reported for both 223 days of service and for teachers who work the service year reflected in the School Calendar Summary for K-12.

5.12.5 The service year for Child Development teachers working in infant/toddler programs in a 12 month position shall work the 223 day service year

5.12.6 Scheduling 12 month Child Development Teachers Contracted Work Days:

a. By June 1st of each year, the District operational calendar which begins July 1 for the 12 month child development programs will be provided to SCTA.

b. By no later than June 15th, the District will ask staff members to identify 50% of the non-contracted days each staff person will need to schedule for the time period from July 1 through December 31.

c. By no later than December 15th, the District will ask staff members to identify the remaining 50% of non-contracted days each staff person will need to schedule for the time period from January 1 through June 30.

d. Both parties are responsible for ensuring 223 contracted days are scheduled. Scheduled days may be changed by mutual agreement.

5.12.6.1 In the event there are two or more staff who desire to take days off and not all requests can be accommodated; seniority will be used to determine which request(s) takes priority.

5.13 **Parent and Preschool Education Teachers**

5.13.1 Half-time contract teachers shall be those whose daily assignment accumulates to three (3) hours; said hours shall include two and one-half (2-1/2) hours student contact time plus thirty (30) minutes each day for preparation and conferencing. Such half-time assignments shall also include a two (2) hour weekly parent meeting at the going per session rate.

5.13.2 Two-thirds (2/3) contract teachers shall be those whose daily assignment accumulates to three (3) hours student contact time plus twenty (20) hours allocated monthly as follows:

a. Four (4) hours in-service.

b. Sixteen (16) hours of home visitation, preparation, and such reports as required by the funding agency.

5.13.2.1 **Headstart**

Two-thirds (2/3) contract teachers shall be those whose daily assignment accumulates to three and one half (31/2) hours student contact time per day for each day for up to 4 days per week plus twenty-four hours allocated monthly as follows:

a. Four (4) hours in-service.

b. Twenty (20) hours of home visitation, preparation, and such reports as required by the funding agency.

UNOFFICIAL DRAFT

c. Such hours from a. and b. will be distributed among the four teaching days unless mutually agreed to be performed on another day by the affected teacher and supervisor.

d. The teaching days shall be Monday through Thursday as derived from the K-12 181-day calendar.

5.13.3 Full-time contract teachers shall be those whose daily assignment accumulates to six (6) hours per day.

5.13.4 It is agreed that the District may change or reduce the hours of per session employees and may terminate the services of such an employee whenever such action is deemed to be in the best interest of the instructional program. Further, it is agreed that the District shall give priority consideration to granting contracts to per session teachers before those with less or no District experience.

5.13.5 Per session teachers shall be those whose daily hours accumulate to less than fifteen (15) hours per week.

5.13.6 Hours of on-site service time shall be the hours of assignment plus fifteen (15) minutes before and fifteen (15) minutes after the daily assignment. Except that on service days preceding scheduled holidays, vacations, or Saturdays, the teacher's day shall end at the close of the pupil's day. In addition, teachers are responsible for carrying out special assignments in accordance with Article 5, Section 5.8, and for attending staff meetings on the first Thursday of the month.

5.14 **Adult Education**

The parties agree to meet within thirty (30) days of ratification of this Agreement to negotiate revisions to Article 5.14 Adult Education.

ARTICLE 6 - EVALUATION

6.1 **Principles and Purposes of Professional Evaluation**

6.1.1 The ultimate goal of an evaluation system for teachers and employees serving in teacher related positions is the identification, reinforcement and improvement of skills, attitudes, and abilities which will result in better educational opportunities for all students. It is the intent of the parties that timelines apply to all teachers. The purpose of these guidelines is to insure that the evaluation of District professional personnel shall:

6.1.2 Meet the requirements of state law as set forth in Education Code Sections 44500, 44660-44664, AB 954 which is included in the amended Education Code 44664 and conform in principle to the guidelines established by the State Board of Education.

6.1.3 Provide for the establishment of standards of expected student achievement at each grade level in each area of study as expressed in the District's courses of study, guides, and adopted standards aligned instructional materials, and for the evaluation and assessment of certificated employee competency as it reasonably relates to: 1) the engagement and support of all students in learning; 2) the establishment and maintenance of a suitable learning environment within the scope of the employee's responsibilities; 3) understanding and organizing subject matter for student learning; 4) planning instruction and designing learning experiences for all students; 5) assessing student learning, and 6) the performance of those non-instructional duties and responsibilities, including supervisory and advisory duties, as may be prescribed by the Board and SCTA contract.

UNOFFICIAL DRAFT

6.1.4 Cover all significant aspects of professional service as set forth in the employee's job description.

6.1.5 Be conducted cooperatively with the employee accepting responsibility for self-evaluation and having full knowledge of any administrative evaluation.

6.1.6 Provide for recognition of outstanding service.

6.1.7 Provide for counseling, specific recommendations, and assistance in areas where improvement is needed.

6.1.8 Be conducted continuously and consistently in conformance with established evaluator-evaluatee relationships, written forms, channels of communication, and time requirements.

6.1.9 The evaluator shall take into account working conditions which may have an adverse impact upon the employees' abilities to perform effectively. Such conditions will be identified in the pre-conference or final conference process and shall include, but are not limited to:

6.1.9.1 Equipment, supplies, facilities

6.1.9.2 Teacher and student work stations

6.1.9.3 Problems related to sharing facilities

6.1.9.4 Preparation time

6.1.9.5 Assignments outside scope of certification, experience and/or training

6.1.9.6 Changes of assignment within the school year

6.1.9.7 Adequate orientation to policies and school practices

6.1.9.8 Extra-duty assignments

6.1.9.9 Student transiency and/or learning disparities

6.1.9.10 Combination classes and/or excessive class size(s)

6.1.9.11 Number of subject preparations

6.1.9.12 Limitations on acquisition and maintenance of instructional materials

6.1.9.13 Access to District's special services and programs

6.1.9.14 Problems related to scheduling

6.1.10 If the person being evaluated considers any of the listed working conditions to be substandard, that person may submit a list of items he/she considers to be substandard as an attachment to the evaluation report.

6.1.11 **Support**

All teachers covered by the Collective Bargaining Agreement will be provided the necessary components for professional teaching including the following: an appropriately furnished workstation, including adequate supplies, including adequate technology, a functioning computer with internet access, access to an outside phone line, adequate instructional materials for all students using district provided curriculum/materials and/or standards aligned resources, copies of content standards or other documents of expected

UNOFFICIAL DRAFT

outcomes, necessary safety equipment, and any other specifically required by the teacher's job.

6.2 **Responsibility for Evaluation**

6.2.1 The District shall promote and establish a satisfactory climate for evaluation by encouraging and implementing policies which contribute to high staff morale as well as promoting review and refinement of these policies.

6.2.2 The superintendent delegates to members of the executive staff the responsibility for reviewing the evaluations of personnel under their jurisdiction and implements orderly procedures by which appellant members may be heard.

6.2.3 The responsibility for the formal evaluation of bargaining unit members assigned to a specific school or other administrative unit rests with the principal and/or administrator in charge. Such evaluation is to be based upon observation and/or review of the employee's work as specified in the unit member's specification. Observation is to be spaced over a sufficient period of time for adequate sampling of the employee's performance.

6.2.3.1 Other data which may be included in evaluation shall be mutually agreed to in writing by the evaluatee and the evaluator.

6.2.3.2 The principal or administrator in charge is responsible for the final evaluation of the evaluatee; however, input from department chairpersons, as permitted by their job specifications, is not precluded.

6.2.3.3 All written materials upon which the evaluation is based must be a matter of record and shall be shared with the evaluatee at the final evaluation conference. The evaluator shall not base evaluation of a certificated employee on any information which was not collected through the established process. Hearsay or anonymous statements shall be excluded from written evaluations.

6.3 **Evaluation Procedures**

6.3.1 Frequency of evaluation: Evaluation of bargaining unit members shall be conducted on a continuing basis, at least once each school year for all personnel classified as probationary or temporary, or at least every other year for all those who have achieved permanent status, unless they have been surplused or have transferred, in which case they may be evaluated in the first year of their new assignment or at least every five (5) years for those certificated employees qualifying for AB 954 as identified below in 6.3.1(a). Permanent personnel whose social security numbers end with an even number are to be evaluated in school years which end in even numbered years; those whose social security numbers end with an odd number are to be evaluated in school years which end in odd numbered years. Personnel reassigned from one classification to another shall be evaluated at least once each school year for the first three (3) years of service in the new classification, and at least every other year thereafter. An employee who has been evaluated and whose summary rating indicates that performance needs improvement or is unacceptable must be evaluated again the following year.

(a) Recognition of Teacher Meeting or Exceeding Standards

AB 954 allows for the evaluation and assessment of the performance of each certificated employee at least every five (5) years for personnel with permanent status who have been employed at least ten (10) years with the school district, are highly qualified, as defined in 20 U.S.C. Sec. 7801, and whose previous evaluation rated the employee as meeting or exceeding standards if the evaluator and certificated

UNOFFICIAL DRAFT

employee being evaluated agree. The certificated employee or the evaluator may withdraw consent at any time.

Eligibility criteria for AB 954: the teacher is a permanent employee with ten (10) years' experience with the district and met or exceeded standards in the previous evaluation. The Highly Qualified Teacher (HQT) criteria will be considered only when applicable to the bargaining unit member's current assignment. There must be agreement between the principal and employee.

The Parties agree that the five (5) year cycle of AB 954 shall be available for teachers scheduled to be evaluated in 2004-2005 and meet the above-cited criteria. Those teachers will not be evaluated for 2004-2005 if they meet the above-cited criteria and the evaluator and certificated employee agree.

6.3.1.1 Should an administrator determine that a need exists to evaluate a teacher during a non-designated year, said administrator shall notify the teacher of the proposed evaluation. Such notification shall be in writing stating reason(s) for such decision. However, all provisions of this Article shall apply to the evaluation.

6.3.2 During the course of the evaluation period, mitigating circumstances may arise which require modification of the process. Such modification shall be determined jointly by the evaluatee and the evaluator. The determination of new evaluation processes shall be arrived at in accordance with this policy.

6.3.2.1 If the mitigating circumstances consist of a change of the principal or administrator in charge following the pre-evaluation conference, but prior to February 10th, the evaluation process may be completed, at the District's option, by one of the following methods (the methods listed in this provision apply to all certificated staff): (1) the prior evaluator shall complete the process; (2) the new evaluator and the evaluatee shall meet and share all written data compiled by the prior evaluator and reach agreement to continue the evaluation process; or (3) the new evaluator and the evaluatee may, by mutual agreement, commence a new evaluation process by extension of evaluation times subject to section 6.3.3.1. If a principal or administrator in charge is changed following February 10, the evaluation shall be completed by the original evaluator or by a process agreed to by the evaluatee.

6.3.3 **Evaluation Conferences, Forms, and Channels**

6.3.3.1 Appropriate assessment techniques and other responsibilities applicable to the evaluation shall be determined by the evaluatee and the evaluator in conference not later than November 1 of each year. In the event illness or other absence of any of the parties involved prevents holding such conference by November 1, the date shall be extended until at least one (1) week following return from such absence. Further, if other unforeseen difficulties arise, the November 1 date may be extended by mutual agreement of the parties. Extensions beyond January 1 are subject to the approval of the superintendent, or his/her designee. The final evaluation may be extended for the same reasons and under the same conditions but not later than May 1.

(a) The parties have agreed to replace the former teacher evaluation (reference number 40-07112) derived from the "Classification Specification for the Teacher," revision date 03-15-73 with the Standards-based Evaluation Instrument and Evaluation Process (reference number PSL-F107).

1. **Option 1**: Used for all teachers in probationary and temporary status on an annual basis and every other year when in permanent status. The evaluation instrument reflects the six (6) areas of the California Standards of the Teaching Profession and utilizes criteria that are observable, measurable, and applicable in all segments, kindergarten through adult education. (Applicable to those teachers formerly evaluated on the "Classroom Teacher" evaluation instrument.)

UNOFFICIAL DRAFT

Observations for Option 1: There shall be two (2) formal observations for permanent teachers and three (3) or more for probationary and temporary teachers.

2. **Option 2**: Serves as an alternative assessment for teachers wishing to choose the substance of the evaluation criteria for personal professional growth. The HQT criteria will be considered only when applicable to the bargaining unit member's current assignment. This formative assessment must be focused on student achievement and relate to student learning and instructional strategies.

   Eligibility Criteria for Option 2: Qualifying teachers must have five (5) years' experience teaching in the district and two (2) consecutive formal evaluations with all performance areas marked as Consistent with Performance Standards or Exceeds Performance Standards. If referring to the previously used evaluation instruments (those used prior to the 2004-2005 school year), all performance standards are rated as 1's and 2's.

   Expectations for Option 2: The teacher will complete a self-selected project that demonstrates professional growth.

3. **Option AB 954**: Allows for the evaluation and assessment of the performance of each certificated employee at least every five (5) years for personnel with permanent status who have been employed at least ten (10) years with the school district, are highly qualified, as defined in 20 U.S.C. Sec. 7801, and whose previous evaluation rated the employee as meeting or exceeding standards if the evaluator and certificated employee being evaluated agree. The certificated employee or the evaluator may withdraw consent at any time.

   Eligibility criteria for AB 954: The teacher is a permanent employee with ten (10) years experience with the district and met or exceeded standards in the previous evaluation. The HQT criteria will be considered only when applicable to the bargaining unit member's current assignment. There must be agreement between the principal and employee.

(b) **Pre-Evaluation Conference Form**: The evaluator and evaluatee will utilize a form developed by the District and SCTA.

6.3.3.2 A certificated employee shall be responsible for all aspects of the educational program for which the employee is reasonably accountable.

6.3.3.3 The use of publishers norms established by standardized tests is inappropriate in the evaluation and/or assessment of certificated employees and shall not be used.

6.3.3.4 If any deficiency of performance is noted during an observation, the evaluator shall within six (6) working days make specific written recommendations to the evaluatee that shall aid the evaluatee in remediating the deficiency. The written recommendations shall become a part of the evaluation data.

6.3.3.5 The certificated employee's evaluator shall assist in correction of any cited deficiencies. Such action shall include specific, objective, written recommendations for improvement as well as assistance in meeting such recommendations.

6.3.3.6 Recommendations for improvement should include the following:

a. Citing those teaching skills and interactional relationships which require improvement.
b. Prescribing specific practices, techniques, and classroom management skills that will correct the observed problems.

6.4 Evaluation Report Conferences

UNOFFICIAL DRAFT

6.4.1 Preceding the date for submitting the required evaluation report, the evaluator shall meet with each employee subject to evaluation, in conference, at which time the quality of the employee's work shall be discussed, including specific, job-related suggestions for performance improvement. The evaluation criteria and the formal, written report shall be the basis of the discussion.

6.4.2 A certificated employee shall have the right to initiate written reaction or response to his/her evaluation. Such written response shall become a permanent attachment to the appropriately executed evaluation instrument.

6.5 **Evaluation Reports**

6.5.1 Evaluation reports of members of the bargaining unit who are subject to evaluation as specified in this section shall be completed and submitted to the designated reviewing official not later than April 1. For those bargaining unit members referenced in 6.3.3.1 (a) whose performance is less than satisfactory the evaluator shall notify the employee, in writing, of such deficiency, and at the same time describe said inadequacy in detail with written prescription for remediation for teachers not meeting Performance Standards in any area. The evaluator shall assist the evaluatee in implementing the prescribed remediation within a reasonable time period prior to completion and submission of the evaluation report and the recommendation for retention or dismissal.

6.5.2 Except as provided in 6.3.2 and 6.3.3.1, failure to meet the April 1 deadline shall negate the administrator's evaluation of the teacher at that school site.

6.6 District level committees shall be formed on an ad hoc basis to serve as the final authority for resolving disagreements between the evaluator and the evaluatee which may arise over the appropriateness of the evaluation criteria and/or ratings of less than "satisfactory" *or,* for those teachers referenced in 6.3.3.1 (a), Not Meeting Performance Standards in any area.

6.6.1 The committee shall be composed of two (2) members appointed by the exclusive representative and two (2) appointed by the superintendent or designee. The superintendent will nominate eight (8) members of his/her administrative staff and the Association will choose the chairperson from among the eight (8). The chairperson shall vote only in the event of a tie.

6.6.2 The committee decision shall be in writing and shall set forth reasons for the decision rendered.

6.6.3 At the time of the hearing, the evaluatee and the two members appointed by the exclusive representative shall be released without loss of pay or leave during the necessary proceedings.

6.7 **Teacher Improvement Plans**

6.7.1 For those teachers referenced in 6.3.3.1 (a) whose previous summary rating reflects less than a 3, a written plan for improvement shall be developed in concert between the teacher and the evaluator. Such plan should be based on Sections 6.3.3.4, 6.3.3.5, and 6.3.3.6 of this Article.

6.7.2 After a reasonable period of time, but not more than twenty (20) working days after the plan is initiated, the administrator in charge, or administrative designee, shall observe the teacher in various teaching situations. The administrator designee, shall counsel with the evaluatee on observed progress and shall make known in writing to the evaluatee progress observed and improvements still to be achieved.

6.7.3 Release time shall be provided when required by the nature of the program or plan.

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6.7.4 When the program incorporates released time or travel for observation of designated teachers at other locations or classes of any kind, such program shall not require costs to the employee unless agreed to by the employee.

6.7.5 When the plan includes peer participation, including the assignment of a mentor teacher by the evaluator, the relationship between the participating teacher and his or her peer shall be confidential. The peer shall not participate in the evaluation of the employee.

6.7.6 For those teachers referenced in 6.3.1(a), if the fourth (4th) column from the teacher performance areas is checked, the evaluator must indicate what areas do not meet performance standards. The evaluator and teacher shall develop an improvement plan following the evaluation addressing those areas needing improvement.

6.8 **Evaluation of Substitute Teachers**

6.8.1 In order to provide competent personnel it is very important that principals evaluate their substitute teachers. A principal, or his designee, is encouraged, but not required to evaluate substitute teachers on as many occasions as possible in order to assess their competency for permanent employment. The evaluation shall consist of a rating, comments, and a recommendation, where applicable, on a written form mutually developed by the District and SCTA. The evaluation shall be initiated by the site administrator except that a substitute may request an evaluation after three (3) days of employment at a school. The evaluation shall be based upon the personal knowledge of the evaluator consisting of personal observation and/or verified input from identified District personnel with direct knowledge. Whenever possible, the evaluator will notify the substitute prior to an observation and/or evaluation.

6.8.2 Substitutes have the right to request an evaluation after three (3) days of employment at a school. A substitute shall be provided a written evaluation notice form no later than the end of the school day during which an evaluation is written, unless the substitute is unavailable. In that instance, the notice shall be provided, or mailed or emailed on the next work day. A substitute may be provided the evaluation on the day it is written, or be sent the written evaluation within ten (10) workdays. The substitute may request a meeting with the evaluator to be held within ten (10) workdays after the receipt of the evaluation. The substitute shall also have the right to present a written response to the evaluation. The written response may be provided to the evaluator at the meeting, or submitted to the Human Resources Office. The response shall be attached to the evaluation and shall be maintained in the personnel file.

6.8.3.1 Upon request substitutes have the right to conference with the superintendent or his/her designee regarding their evaluation. During such conferences the substitutes will be provided with written information regarding individual evaluations if they so request. A principal, or his designee, may not request that referrals of a substitute to his school be discontinued unless the reasons for such request have been stated on the evaluation, or otherwise documented pursuant to Article 10 of the Agreement, and the request for non-referral is approved by the Human Resources Director.

6.8.3 A substitute may, at any time, request to schedule a meeting with the Human Resources Director to review his or her personnel file, and/or substitute assignment status. During such conferences, a substitute may request and receive copies of any written information from his or her personnel file at his or her own expense

6.9 Any performance rating or evaluation of per session personnel who are members of the bargaining unit shall be done with the full knowledge of the evaluatee.

6.10 The evaluator shall be responsible for insuring that all evaluation data, including information and related forms, are handled in such a manner so as to protect their confidentiality.

6.11 **Evaluation Forms**

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Attached and incorporated into this Agreement as Appendix A is an evaluation form incorporating class specifications for each job classification in the bargaining unit agreed to by the parties.

a. Attached and incorporated into this Agreement as part of Appendix A is the Standards-based Evaluation Instrument and Evaluation Process (reference number PSL-F107) which the parties have mutually agreed to replace the former teacher evaluation (reference number 40-07112) derived from the "Classification Specification for the Teacher," revision date 03-15-73.

6.11.1 These evaluation forms will be attached only to the two (2) executed copies of the contract.

6.11.2 It is understood by the parties that during the term of this Agreement changes will be made to the substance of these forms only by mutual agreement.

6.11.2.1 The assistant superintendent, Personnel Services Office, or his/her designee shall represent the District during any discussions relative to changes noted in 6.11.2 above.

6.12 **Parent Complaints**

Complaints which cannot be substantiated, or which are withdrawn prior to substantiation as outlined in Board Policy 1312, or which are not sustained by the grievance procedure shall neither be placed in the unit member's perel file nor utilized in any evaluation or disciplinary action against the unit member.

6.13 **Committee to Consider Revision of the Evaluation Process:** Within ninety (90) days of the ratification of this agreement by SCTA members and its approval by the SCUSD school board, the parties will convene a committee with the purpose to revise and update the evaluation tool form. The parties may also consider the development of a meaningful Peer Assistance Review program (contemplated in Appendix H, and based upon research and experience of appropriate, comparable California school districts).

The Committee will consist of representatives selected by the Association and representative selected by the District. Bargaining unit representatives who serve on the committee shall be compensated at their daily hourly rate of pay for time spent in committee meetings, if the meetings occur outside of their regular work hours. While the committee may be made up of representatives who are relatively the same in number, voting, if necessary, will be by block voting whereby the District has one vote and the Association has one vote. Decisions will be made by mutual agreement. The parties agree to make a good faith effort to reach agreement on the revisions of the evaluation process and related issues, but further agree that if no agreement is reached, and until an agreement is reached, the current contract language shall remain in effect.

UNOFFICIAL DRAFT

ARTICLE 7 - ASSIGNMENTS

7.1 An assignment is defined as the classes that a teacher is assigned to teach.

7.1.1 For members of the bargaining unit without classroom duties, an assignment is defined as the specific site(s) to which they are assigned to perform their duties.

7.1.2 An assignment change is a change of grade, class, department, or for those teachers referred to in 7.1.1, a change in sites without a change in classification.

7.2 All assignments shall be made taking into account credential limitations, major or minor fields of study, training, previous experience, and consideration of the qualifications of the local staff which are reasonable and are judged to be essential for the effective operation of the school.

a. The principal and the teachers at each site will collaboratively make assignment change decisions. Upon request, and for teachers who are interested in attending, the administrator will hold a group meeting with teachers affected by any assignment or grade change to discuss the need for and attempt to reach consensus regarding the assignment or grade change. If consensus cannot be reached, the principal will make the assignment. Factors to be considered in making assignments are itemized in Article 7.2. If the application of the factors results in two teachers having substantially the same qualifications, District seniority will prevail.

b. A change in assignment shall not be made arbitrarily or capriciously.

c. In order to assure that students are taught by teachers working within their areas of competence, teachers shall not be assigned outside the scope of their teaching certificate, and whenever possible, their major or minor fields of study without the consent of the teacher involved.

7.3 For a K-8 program, any reassignment from a secondary assignment (7-8) to an elementary assignment (K-6); or from an elementary assignment (K-6) to a secondary assignment (7-8) must be with the consent of the teacher involved.

7.4 The District agrees that assigning split classes (more than one grade level in regular education grades K-6) is not in the best long-term interests of the students or teachers. The District agrees to make every effort possible to reduce the number of split classes, as well as to keep students at their neighborhood school (i.e. avoid ConCapping).

7.5 Requests for voluntary assignment change may be submitted to the administrator in charge at any time prior to submission of a personnel requisition to the Human Resources Office.

7.6 All elementary teachers shall be given notice of tentative assignment(s), as defined in this Article, for the forthcoming year not later than April 30, insofar as they are known at that time. All other teachers shall be given notice of tentative assignment(s), as defined in this Article, for the forthcoming year not later than May 30, insofar as they are known at that time. If requested by the teacher, a meeting shall be held between the teacher and administrator to discuss the new assignment. A list of all tentative staffing assignments within the school or administrative unit for the forthcoming year shall be posted in at least two (2) conspicuous locations in each school or unit by June 1, insofar as they are known at that time. Teachers will be notified in writing as soon as possible of any change of assignment made after the close of school.

UNOFFICIAL DRAFT

7.7 The site administrator shall, upon request, provide assistance to teachers in moving their personal classroom paraphernalia when the teacher is assigned to another classroom within the administrative unit.

7.8 The District shall assign all newly appointed personnel to their specific positions within that subject area and/or grade level for which the Board has appointed the teacher. The District shall give notice of assignment to new teachers as soon as practicable.

a. The teacher and administrator may mutually agree, in writing, to change the assignment if such a change in assignment does not impact the return rights of any unit member to the site or administrative unit.

b. The administrator may change the assignment in the case of an emergency as defined in Section 2.4 of this Agreement with the concurrence of the SCTA and the Human Resources Office.

c. Such a change in assignment shall not be instituted until copies of the written agreement are received by the SCTA and the Human Resources Office.

d. There will be no reprisal against any employee for refusing to waive contractual rights.

7.9 The site administrator, or designee, will notify affected teachers before the end of the school year regarding room assignment changes. Should such decision occur while school is not in session, the affected teacher shall be notified as soon as the proposed changes are known.

7.10 Special Education specialist teachers, nurses, or elementary preparation teachers affected by any decision made regarding realignment of the relationships of schools or classes in terms of hours or location, shall be given the opportunity to submit a request regarding their new assignment. Within the restriction of program needs, seniority shall be the primary consideration for assignments.

7.11 The site administrator will confer with the liaison committee to select the proposed prep specialist's subject assignments. The assignments are subject to the constraints of available qualified and credentialed personnel.

7.12 Provisions shall be made for teachers and prep specialists who are assigned to more than one (1) school to minimize travel time and ensure an adequate amount of time for lunch and preparation periods. No prep specialist shall be assigned to more than two (2) schools without the consent of the teacher.

7.13 Secondary teachers shall have no more than three (3) preparations with different class titles at any given time except by agreement in advance between the affected teacher and the site administrator.

7.14 No secondary librarian shall be required to accept those students who are regularly enrolled and have been removed from a normally scheduled class unless the student has a specific assignment except by agreement in advance between the affected librarian and the site administrator or in case of an emergency.

7.15 Nursing assignments shall be made for the following school year by the Health Services Section in conjunction with the Lead School Nurses and Human Resources Office before the close of the present school year whenever possible.

7.16 The assignment of a split shift shall not be made arbitrarily or capriciously. Split-shift teachers shall be given priority consideration for straight-shift assignments. Management will avoid split-shift assignments whenever possible.

UNOFFICIAL DRAFT

7.17 The administrator shall assign student teachers only after the resident teacher has given approval.

UNOFFICIAL DRAFT

ARTICLE 8 – TRANSFERS

8.1 **DEFINITION**

8.1.1 **A VOLUNTARY TRANSFER** is one which is initiated upon application of the employee and involves either a change in assignment from one school or administrative unit to another or a change in classification within the bargaining unit.

8.1.2 An **INVOLUNTARY TRANSFER** is one which is initiated by the administration and involves a change in assignment from one (1) school or administrative unit to another without a change in classification.

8.1.3 For the purposes of this Article, a **VACANCY** is any new or existing opening among those positions for which a member of the bargaining unit may be considered for transfer.

8.1.4 **SENIORITY**, as referred to in this Article, shall be based on years of service to the District and shall apply to all members of the bargaining unit regardless of classification or position held. A year of experience must represent not less than seventy-five percent (75%) of the days of required full-time service; although semesters will be added together, even if in separate school years, in computing years of service.

8.1.4.1 In instances where there has been prior certificated service in the District, years of service in the District shall be determined by using the date on which the teacher most recently joined the District, and then backdating the anniversary date by the number of years previously served (based upon cumulative semesters during which the teacher served 75% or more of the time). In no case shall the anniversary date be earlier than the first required day of service in that school year.

8.1.4.2 Certificated service in the children's center shall count toward total District seniority, but the seniority is only applicable in the program where the certificated person is currently employed.

8.1.5 A **COMPELLING REASON** is defined as the need to meet credential and legal requirements, or special qualifications which can be documented.

8.1.6 A **TEMPORARY Employee** as referred to in the Application and Placement section of this Article is one who is employed on a temporary certificated contract which includes the master contract entitlements for health and welfare benefits, salary, and sick leave.

8.1.7 A **SEVENTY-FIVE PERCENTER** as referred to in the Application and Placement section of this Article is one who was employed in a temporary certificated position or who has been serving as a long-term substitute performing all of the duties of a regular teacher for at least seventy-five percent (75%) of the days school was in session in the most recent school year.

8.1.8 A **NEW OFFER** as referred to in the Application and Placement section of this Article is one who has been offered a certificated contract with the District for the next school year.

UNOFFICIAL DRAFT

8.1.9 A **NEW APPLICANT** as referred to in the Application and Placement section of this Article is one who is not currently employed in a certificated position in the District but one who applies for a position in the District.

8.1.10 A **LONG TERM SUBSTITUTE** as referred to in the Application and Placement section of this Article is a substitute who the District anticipates will remain employed for more than 90 consecutive work days and who is so informed by the District at the time of hiring or at the time of change from day-to-day substitute status.

8.1.11 A **DAY-TO-DAY SUBSTITUTE** as referred to in the Application and Placement section of this Article is a substitute who is hired as needed to fill a certificated position.

8.1.12 **IN-DISTRICT PERMANENT PERSONNEL** as referred to in the Application and Placement section of this Article are those who have gained tenure in the District; or in the case of application for positions to be filled in the next school year, persons who will gain tenure the beginning of that next school year.

8.1.13 **IN-DISTRICT PROBATIONARY PERSONNEL** as referred to in the Application and Placement section of this Article are those in probationary status except as referred to in 8.1.12.

8.1.14 **In-District training program participant** are current participants in a credential training programs including student teacher, intern, teacher residency, classified-to-credential programs. [ok]

8.2 **GENERAL PROVISIONS**

8.2.1 No teacher shall be transferred nor denied a transfer request arbitrarily, capriciously or without basis in fact.

8.2.2 Applications for voluntary transfer may be filed whenever a Notice of Vacancy is posted by the District. Application forms for transfer shall be available online ~~or in the Human Resources Office~~. ~~No classroom teacher may voluntarily transfer August 15th to September 30th for a position during the current school year, unless such a position would enable the applicants to change their FTE status or change their job classification.~~

8.2.3 If an applicant is not selected for a specific position for which he/she applied, school site or administrative unit shall, upon written request, provide the applicant with a written statement of the reasons therefore.

8.2.4 Any teacher may submit an application for transfer at any time directly to the Human Resources Office without being required to notify or receive approval from the building principal or other administrator in charge.

8.2.5 Application for transfer to any type of position or location shall be made to the Human Resources Office on forms provided for this purpose. Verification of the receipt of application can be obtained in person or by email from the Human Resources Office. [ok]

UNOFFICIAL DRAFT

8.2.6 If a teacher requests an interview with the Human Resources Office, or if the District desires an interview, it will be scheduled.

8.2.7 If a teacher desires to be considered for future vacancies a new application for transfer must be filed with the Human Resources Office as each new vacancy is posted.

8.2.8 The teacher shall be transferred to a position which is consistent with major(s), minor(s), experience, certification, qualifications, and insofar as possible, with desires and interests of the teacher.

8.2.9 All transfer applicants, upon receipt of the offer of a position shall respond by 4 p.m. of the next business day. Within this time constraint, the person may request information regarding the status of any other position(s) for which he/she applied, and the Human Resources Office shall comply with such request.

8.2.10 If an applicant fails to accept or respond to a tentative assignment, or when all available means of communications prove unsuccessful in contacting that applicant, the Human Resources Office may proceed to the other referred applicants.

8.2.11 Any teacher transferred during the times that schools are in regular session shall be provided one (1) non-teaching day prior to the beginning of the new assignment for the purpose of relocation, orientation and lesson planning.

8.2.12 No teacher shall be involuntarily transferred more than once during any one (1) school year.

8.2.13 Full-time probationary personnel may apply for a voluntary transfer. [ok]

8.2.14 All positions filled by a person on a temporary contract, on a limited term assignment, or long term substitute which are to be continued, shall be declared vacant the last day of the second semester and shall be made a part of the vacancy list for Step 1 placements unless the position is being held for a permanent teacher on leave or a limited term assignment who has return rights.

8.2.14.1 If the termination date of the limited term assignment is extended during the school year the assigned teacher shall continue in the position unless there is a need for a surplus teacher to be placed in the position.

8.2.15 No regular position shall be reserved as a limited term assignment in excess of one (1) school year, while a teacher is voluntarily filling another assignment.

8.2.16 Positions involving classifications other than classroom teacher and/or positions which provide additional pay shall be filled as per Step 1 criteria except that posting and placement may occur throughout the year. Any other qualifying position(s), or any new position(s) created by the District or any changes in existing job specifications which would be controlled by this section must be mutually agreed to by the District and the Association. These positions include the following: Counselor, Program Specialist, Vocational Specialist, Department Chairperson, Librarian, Psychologist, Resource Specialist, School Social Worker, Student Activities Advisors, Training Specialist.

UNOFFICIAL DRAFT

8.2.17 In order to provide services for students with limited English proficiency ("LEP students"), positions which an approved school plan defines as requiring specialized Bilingual credential services to LEP students will be filled in the following manner:

8.2.17.1 Prior to Step 1, the new, created or open positions in the District and schools requiring teachers holding Bilingual credentials for the following school year will be identified for posting and made known to SCTA upon its request. The District will determine the type of credential(s) required for each position.

8.2.17.2 All such positions shall be posted with their requirements, and shall be filled in accordance with the procedures of Steps 1 and 2.

8.2.17.3 Teachers with LDS or SB 1969 certification and those in a verifiable continuous training program for a Bilingual or CLAD certificate(s), the length of which training program shall be as approved in the District's Plan to Remedy, but not require a period of less than two years, and whose continued progress in that training program is documented, shall be considered equal to CLAD/BCLAD credentialed teachers except that among such a group seniority shall prevail.

8.2.18 No ~~teacher~~ unit member may voluntarily transfer more than once each fiscal/school year (July 1st to June 30th). [ok]

8.2.19 The District and SCTA will collaborate on a teacher recruitment and review process to increase the quality of teacher applicants.

8.3 NOTICES OF VACANCIES

8.3.1 It is the intent of these procedures that every reasonable effort shall be made to provide employees with information regarding the establishment of new positions as well as vacancies in existing positions when time permits. Positions shall be posted for a period of not less than four (4) work days. A notice of vacancy shall list all objective criteria which shall serve as the basis for selection.

8.3.1.1 After internal assignment changes, if any, vacancies for the ensuing year shall be identified and reported to the Human Resources Office and SCTA by site/program administrators in sufficient time to meet the posting timelines. Exceptions may be made for extenuating circumstances which can be documented.

8.3.1.2 To assist in early staffing, any unit member who submits his or her retirement or resignation prior to February 1 for a retirement or resignation effective at the end of that same school year, shall be paid a one-time stipend of fifteen hundred dollars ($1500) upon Board acceptance of the retirement or resignation. By mutual agreement, the parties may agree to increase the retirement/resignation incentive. Additionally, the District and SCTA agree to the following efforts based on mutual agreement for retirees and resignees:

a. A program that provides for substituting opportunities at the teacher's last site(s) for the purpose of continuity and in-servicing and provisioning of new teachers.

UNOFFICIAL DRAFT

b. A program of recognition.

c. Development of appropriate information regarding STRS, health benefits, and other matters.

8.3.2 All notices of vacancies shall be prepared as soon as possible after vacancies and positions are known, with the exception that vacancies that become known and available as a result of early retirement/resignation notice set forth in 8.3.1.2 will be posted on February 15th. Each notice shall be advertised by Human Resources Office in the following ways:

- Post on the District website
- Email to the designated Association representative(s)
- Email to teachers

8.3.3 Except for surplus teacher placement, and contracted teachers unassigned by July 1, no vacancy can be filled as a regular assignment during Steps 1 and 2 until it has been advertised in accordance with established procedures. [ok]

8.3.4 Notices of Vacancies will be numbered in the order of issuance.

8.3.5 Any modification to a Notice of Vacancy shall require a new posting and cancellation of any commitments based on the previous Notice of Vacancy.

8.3.6 A listing of positions filled shall be provided to the SCTA on the first and fifteenth of each month.

8.4 **INVOLUNTARY TRANSFERS (SURPLUS)**

8.4.1 The initial identification and notification of surplus personnel will be accomplished by the Human Resources Office no later than the Friday occurring in the first full week in April, insofar as they are known Personnel identified for surplusing shall be notified within three (3) days of the time they are identified. Such notification shall consist of written notice mailed to address of record and an email to the work address.

Surplusing may occur for the following reasons:

a. Over staffing at school sites (Surplus Personnel).

b. Reduced funding in special programs.

c. The termination of an LTA position or special funded position for a regular permanent teacher who has no immediate return rights to a position, classification or a designated position.

8.4.2 Before declaring anyone surplus, it shall be determined if there is a volunteer with the proper credential in the area being surplused who is teaching in that area and who is willing to accept surplus status. Written and email notification shall be sent to all affected staff requesting any volunteers prior to the least senior teacher being identified by the Human Resources Office.

UNOFFICIAL DRAFT

If more than one teacher volunteers for surplussing, the most senior volunteer shall be selected.

8.4.2.1 Teachers who are projected to teach in year-round schools may voluntarily declare themselves surplus at that school for the following school year if the declaration is placed in writing to the site administrator by February 1st. Such persons shall then be treated as all other involuntary surplus persons.

8.4.2.1.1 Teachers must declare their intention to self-surplus by March 15th. With the exception of teachers who have self-surplussed within the previous three (3) school years, or a teacher who is currently in a performance improvement plan, teachers may elect to self-surplus. Teachers who have self-surplussed within the previous three (3) years, or a teacher who is on a performance improvement plan may self-surplus with the approval of the District. Unless otherwise agreed by the District and the Association, self-surplussing will be limited to no more than seven (7) teachers per school year. If more than seven (7) teachers elect to self-surplus, eligibility will be determined in seniority order. Said teacher shall be placed.

8.4.3 In any elementary school or administrative unit where a surplus exists, the principal or other administrator in charge shall identify the teachers to be declared surplus. Unless there are compelling reasons for doing otherwise, the site administrator shall declare surplus the individual with the least District seniority.

8.4.4 In any secondary school or administrative unit where a surplus exists, the principal or other administrator in charge shall identify the teachers to be declared surplus. Unless there are compelling reasons for doing otherwise, the site administrator shall declare surplus the individual with the least District seniority in the subject area of the position declared surplus.

8.4.4.1 If the teacher who is declared surplus has served in another subject field within the previous five years, or has a major or minor in another subject field, the teacher may choose to be compared in any of those fields on the basis of District seniority for surplus declaration.

8.4.5 If the site administrator declares surplus an individual other than the one with the least District seniority, the site administrator shall immediately place in writing the reasons for such decision and transmit them to the Human Resources Office and to the teacher(s) involved.

8.4.6 Whenever two (2) or more persons have the same seniority ranking, the person to be declared surplus shall be determined by the casting of lots. Such casting of lots will take place in the presence of all persons who have the same seniority ranking and who could be affected by this process.

8.4.7 The Human Resources Office shall provide written notice and email notice to teachers subject to involuntary transfer, stating the nature of the transfer with reason therefore, and informing them of their right to a meeting with the District representative if the teacher so requests.

8.4.8 Within a four-year period, teachers who have been declared surplus from a regular position shall have preference in returning to the school from which they have been surplused.

UNOFFICIAL DRAFT

Teachers may complete the application any time during the four (4) year period commencing on their involuntary surplus date (July 1).

8.4.9 **Surplussing of Counselors:** The following procedures shall be used except where in conflict with compelling reasons. However, these provisions do not apply to declaration of surplus staff at a school and an involuntary transfer where the total number of District positions has not been reduced. This provision would apply only if the total number of counseling positions have been reduced.

8.4.9.1 When the number of elementary counselor positions is reduced in a non-lay off situation (school closure, consolidation, or overstaffing), the least senior elementary counselor(s) who is/are credentialed and experienced as a classroom teacher will be declared surplus and placed in the surplus teacher pool.

8.4.9.1.1 If the surplus elementary counselor is credentialed and experienced at the secondary level he/she may choose to be compared on the basis of seniority with secondary counselors.

8.4.9.2 When the number of secondary school counselor positions is reduced in a non-layoff situation (school closure, consolidation, or overstaffing), the least senior secondary counselor(s) who is/are credentialed and experienced as a classroom teacher will be placed in the surplus teacher pool. The vacancy(ies) created will be filled by the more senior counselor(s) unassigned as a result of the surplus.

8.4.9.2.1 If the surplus secondary counselor is credentialed and experienced at the elementary level he/she may choose to be compared on the basis of seniority with elementary counselors.

8.4.9.3 **Vocational Specialists:** When the number of vocational specialist positions is reduced in a non-layoff situation (school closure, consolidation, or overstaffing), the least senior vocational specialist who is credentialed as a counselor and experienced as a counselor shall replace the least senior secondary counselor who has less seniority than the vocational specialist and who is credentialed and experienced as a classroom teacher. This counselor shall then be declared surplus.

8.4.9.4 **Psychologists:** When the number of psychologist positions is reduced in a non-layoff situation (school closure, consolidation, or overstaffing), the least senior psychologist who is credentialed as a counselor and experienced as a counselor or classroom teacher shall replace, depending on credential and experience, the least senior elementary or secondary counselor who has less seniority than the psychologist and who is credentialed and experienced as a classroom teacher. This counselor shall then be declared surplus.

8.4.9.5 **Social Workers:** When the number of social worker positions is reduced in a non-layoff situation (school closure, consolidation, or overstaffing), the least senior person(s) shall be given the opportunity to replace, depending on their credential and experience, the least senior elementary or secondary counselor who has less seniority than the social worker and who is credentialed and experienced as a classroom teacher. This counselor shall then be declared surplus.

8.4.9.7 Other non-teaching certificated positions are not to be covered by this section.

UNOFFICIAL DRAFT

8.4.9.8 This section shall not preclude administrative transfers under Section 8.7 et seq. of this Article.

8.5 APPLICATION AND PLACEMENT

8.5.1 Step 1 - Unit Member Priority Period (February 1 to March 31)

Step 1 shall begin on February 1st and shall conclude on March 31. Any position that was posted February 1st- or after but before on March 31shall be part of Step 1. Vacancies that the District was made aware of prior to February 1st which occurred during the current school year, shall be included during Step 1. Available positions shall be as a result of Budget Development Process for staffing, retirement/resignations notices and any other reasons for which vacancies exist. The District shall complete the Budget Development Process for staffing by no later than February 1st so that those positions may be included the Step 1 process.

By no later than January 15th, the district will provide SCTA with the enrollment projections for the following year completed by the district and enrollment projection completed by any outside consultant the district might employ to make enrollment projections including a list of underlying assumptions used in such projections.

Upon completion of the Budget Development Process for staffing, the District shall meet with SCTA to discuss potential adjustments to staffing for the subsequent school year, taking into consideration making every effort to avoid split classes and concapping, the District's budget, and overall student needs. The District representatives shall include representatives from the Budget Office, the Academic Office and the Human Resources Office. In advance of the meeting, the District will provide the following information to SCTA:

- the current enrollment and staffing grid, broken down by school site, enrollment and grade level;
- the projected enrollment and staffing for the subsequent school year, broken down by school site, enrollment and grade level;
- any updated enrollment projections, including projections provided by outside consultants;

The resulting changes in staffing allocations including positions added and closed made in the Budget Development Process to school sites as a result of the enrollment projections and budget. Any subsequent vacancies occurring after March 31will be made available to remaining surplus teachers under Step 1 B below. If it is determined that a position has been hidden to avoid its inclusion in the Step 1 process, the position will be posted and awarded according to the step 1 procedures set forth in this section, regardless of the time of year.

For Step 1 "qualified applicants" are defined as bargaining unit, in-District, permanent and surplus personnel, including probationary employees. For Step 1, "additional applicants" or "additional teacher applicants" are defined as temporary, seventy-five percenters, new offers, new applicants, in-district training program participants and substitutes.

UNOFFICIAL DRAFT

8.5.1.1 If there are five (5) or more qualified applicants, the five (5) most senior shall be referred. One (1) shall be selected and placed.

8.5.1.2 If there are four (4) qualified applicants, the four (4) shall be referred. One (1) shall be selected and placed.

8.5.1.3 If there are only three (3) qualified applicants, all three (3) shall be referred, and the District may refer one (1) additional applicant. One (1) shall be selected and placed.

8.5.1.4 If there are only two (2) qualified applicant, both shall be referred, and the District may refer two (2) additional applicants. One (1) shall be selected and placed.

8.5.1.5 If there is only one (1) qualified applicant that applicant shall be referred, and the District may refer two (2) additional applicants. One (1) shall be selected and placed.

8.5.1.6 If there is no qualified applicant, the District will hold the position for placement in the surplus process. If there is no one qualified for the positions in the surplus pool, the position shall be posted under Step 2. [ok]

8.5.1.7 After the beginning of the school year, placement in positions must be made within fifteen (15) working days after the final posting date of the position. For positions commencing the following school year, selection shall be made within ten (10) working days, or as soon as possible, after the final posting date.

8.5.1.8 If all those referred for a position decline the offer for the position leaving no placement possible, then the position will be incorporated into the surplus process.

8.5.1.9 Selection from among the candidates shall be made by the District/principal or designee(s), based on and following the recommendation from the interview panel. The interview panel or designee(s) shall include:

a. The principal or designee;

b. Bargaining-unit member(s), from the school site, selected by the bargaining unit staff assigned at the school site; priority shall be to include grade level and/or subject area, where applicable.

c. At newly opened sites, SCTA will appoint panel members.

d. Other participants mutually-agreed upon by the principal and SCTA-representatives on the committee.

8.5.1.10 SCTA will be updated on the results of Step 1 hiring process once every two weeks and upon request.

8.5.2 **Step 1A - Resulting Positions (Classroom)**

Classroom positions that become available or open as a result of in-District permanent classroom teachers accepting positions at other sites/departments, per 8.5.1 or are current

UNOFFICIAL DRAFT

vacancies under Step 1 may be posted as limited term assignments for the rest of the school year and posted in the surplus pool for the following school year. If the position is not assigned in the Step 1B Surplus Placement process the limited term assignment teacher may be offered the clear position for the following year.

8.5.3 **Step 1B - Surplus Placement**

8.5.3.1 a. Unless by mutual agreement between the Association and the District, surplus placement shall be completed by no later than April 30th~~,~~ provided that the meetings to discuss staffing after the completion of the Budget Development process as set forth in Section 8.5.1 above have occurred.~~-~~The parties shall mutually agree on the time and District location of surplussing. It shall not be during spring break. Only surplus personnel per 8.4.1, 8.4.2.1, and 8.4.2.1.1 shall be placed for the following school year during this period. Surplus placements for teachers not placed during the surplus process may be ongoing until such teachers are placed. [ok]

b. During the surplussing process, the District will host a Surplus Fair, which is an internal process designed to complete staffing in an expeditious manner in order to afford the District the best and earliest opportunity to search for and hire new teachers. At the Surplus Fair, both the District and the SCTA will have a designated representative on hand to ensure that the spirit of the process is being complied with and who can make determinations for each respective party as to any questions or procedural issues that may arise. School sites with available vacancies will have representatives present and display/share site specific information related to the specific school site vacancies. Surplus teachers may attend the Surplus Fair.

c. All surplus personnel shall be contacted by the Human Resources Office. Each surplus employee shall have the opportunity to select two (2) positions in which he/she is interested and the employee shall be placed in one (1) of the identified positions. Such selections shall occur in the seniority order of the surplus employees. If only one choice remains and the position is one that is acceptable to the surplus employee, that position shall be awarded to the surplus employee.

d. If no position is available for which a surplus teacher qualifies during the surplus process, the surplus teacher will be placed on a priority and seniority basis in the first available position for which he/she qualifies, including those positions which open in Steps 1 and 2. Such positions need not be advertised. Should two or more positions for which such teachers qualify become available at the same time, the teachers shall choose from among the positions on a seniority basis.

e. In the event a surplus teacher is unable to attend the Surplus Fair/surplussing process, the teacher may designate another SCTA unit member to act as a proxy, and said proxy may put in for surplus selections on behalf of the teacher who has given them the appropriate authority. In order to designate a proxy, both the surplus teacher and the unit member acting as a proxy must sign the Assignment Proxy Form. Decisions made by the proxy designee regarding surplus assignment selections are binding in the same manner as in the same manner as if they were made by the surplus teacher.

UNOFFICIAL DRAFT

8.5.3.1.1 The District may offer open contracts for new offers eligible for credentials for which there is a known need for the following school year. These open contract offers will focus on recruiting and retaining participants in agreed upon in District training programs. These open contract unit members may participate in the Surplus fair and choose a position through the surplus process in seniority order after the regular surplus process is complete.

8.5.3.2 Self-surplused personnel per 8.4.2.1.1 shall be placed.

8.5.3.3 Non-classroom teachers in indicated positions (classifications) who have no return rights to a prior position shall enjoy the following rights at the end of their special assignment:

a. Teachers may participate in the surplus process.

b. If the surplussing process has already occurred, teachers may apply for any vacancy for which they are qualified.

8.5.3.4 Any positions that remain unfilled following the surplus process shall be posted in accordance with Step 2 – Open Period, set forth below.

8.5.4 **Step 2 - Open Period (April 1 to January 31)**

Step 2 shall begin on April 1 and shall continue through January 31st. Candidates may include all qualified in and out of District applicants.

8.5.4.1 During Step 2, a maximum of ten (10) people from among the qualified applicants for any position shall be referred to the site or unit administrator for selection. At least five (5) of the referred applicants shall be those with the greatest seniority among the qualified applicants, if five or more qualified represented employees apply. If fewer than five qualified represented employees apply, all will be referred. If one or more qualified substitutes apply, at least one (1) shall be referred. The remaining referred applicants may be referred from any source.

Selection from among the candidates shall be made by the District/principal or designee(s), based on and following the recommendation from the interview panel. The interview panel or designee(s) shall include:

a. The principal or designee;

b. bargaining-unit member(s), from the school site, selected by the bargaining unit staff assigned at the school site; priority shall be to include grade level and/or subject area, where applicable.

c. At newly opened sites, SCTA will appoint panel members.

d. Other participants mutually-agreed upon by the principal and SCTA-representatives on the committee.

UNOFFICIAL DRAFT

One of the referred applicants shall be selected and placed within ten (10) working days following the final posting date of the position. All referred applicants who interviewed will be notified in writing, by phone or by email the results of their interview.

8.5.4.2 If there are less than two (2) qualified applicants, the site administrator may request a relisting.

8.5.4.2.1 The parties intend that long-term substitute teachers assigned authorized, permanent, positions because regular credentialed teachers are not available for these positions will remain in the assignment until the end of the school year or until the employee is terminated. The position will then be posted for the following year. For the purposes of this provision, long-term substitute means:

a. employees who are provided a contract indicating their status;

b. the contract indicates the fringe benefits provided in conformance with this collective bargaining agreement;

c. the employee is authorized pursuant to law to serve in the position;

d. the employee may be terminated at any time pursuant to Education Code section 44953 or 44954. The District and SCTA will consult regarding providing special help or support for these teachers.

e. the District will provide opportunity for interested and qualified substitute teachers to receive their Emergency Career Substitute Permit per CTC guidelines.

8.5.4.3 If a clear, open and vacant position is filled during this step by a permanent District teacher or qualified applicant, the position shall be classified as a regular position.

8.5.4.4 All surplused contracted teachers who do not have an assignment by July 1 may be placed directly. At the time of such placement, should there be two or more positions for which such teachers qualify, the teachers shall choose from among the positions on a seniority basis.

8.5.4.5 Positions that become vacant after January 15th and filled subsequently for the remainder of that school year may be designated as limited term assignments and become available during Step 1 for the following school year.

8.5.4.5.1 Notwithstanding, Child Development teachers may be placed year-round as regular assignments in clear, open, and vacant positions

8.5.4.6 Selection from among the candidates shall be made by the District/principal or designee(s), based on and following the recommendation from the interview panel. The interview panel or designee(s) shall include:

a. The principal or designee;

b. bargaining-unit member(s), from the school site, selected by the bargaining unit staff assigned at the school site; priority shall be to include grade level and/or

UNOFFICIAL DRAFT

subject area, where applicable.

c. At newly opened sites, SCTA will appoint panel members.

d. Other participants mutually-agreed upon by the principal and SCTA-representatives on the committee.

8.5.5 The district will meet to discuss with SCTA potential changes to the Early Learning and Care programs, classes, locations, hours, etc. no later than March 1st. The Early Learning and Care programs surplus process will take place no later than May 1st unless a timeline extension is mutually agreed upon.

8.5.6 The district will provide SCTA with proposed changes to Special Education programs, classes, locations, etc. no later than April 1st. The special education change of assignment process will occur not later than May 1st unless a timeline extension is mutually agreed upon.

8.6 INTRADISTRICT EXCHANGE

8.6.1 Should two (2) or more teachers desire to exchange positions on a temporary basis, said teachers shall be responsible for making all of the arrangements. Such arrangements shall be reduced to writing and shall include the following:

a. The name of the teacher(s) involved.

b. The subject areas the teachers are qualified to teach.

c. The written approval of the site administrators.

d. The written approval of the Human Resources Office.

e. All arrangements must be completed at least 30 days before the exchange is to occur.

8.6.2 Such an intra-district exchange shall be limited to a duration of one (1) school year and can be effected only once in four (4) years.

8.7 ADMINISTRATIVE TRANSFERS

8.7.1 Transfers necessitated as a result of a substandard performance or other problems encountered by an employee, shall be recommended to the superintendent and Board of Education by the Human Resources Department, upon the recommendation of staff level instructional administrators. The reasons for any recommended transfer other than for reasons of surplus shall be delineated in writing by the staff level instructional administrators and delivered to the Human Resources Office which shall provide a copy to the affected teachers. Such personnel shall be transferred into an existing vacancy in which they will be able to perform more effectively.

As soon as an administrator transfer is being considered by the Human Resources Department, but no less than thirty (30) working days from the initiation of the administrative

UNOFFICIAL DRAFT

transfer, the site administrator or Human Resources representative (only by direction of the Human Resources Department) will meet with the employee to:

a. Inform the employee of the problem;

b. Express reasons that an administrative transfer is being considered and what actions would lead to an administrative transfer;

Whenever possible, certificated employees will not be moved without their consent, and will be given all available options as to which site they will be moved. The parties agree that administrative transfers may be effectuated with or without employee consent.

8.8 **Creation of Working Group to Discuss Changes to Article 8 and Academic Calendar to Address Impediments, Including Timelines, to Filling Vacancies**

The District and SCTA will convene a working group to review the school calendar and Article 8, Vacancies and Transfers, to address impediments to filling vacancies and staffing our schools, and provide other recommendations related to the recruitment and retention of certificated employees in the District. This working group will be referred to as the Recruitment and Retention Committee.

UNOFFICIAL DRAFT

ARTICLE 9 – LEAVES OF ABSECE

TABLE OF CONTENTS

9.1 Definition: Absences and Leaves

9.2 Violations

9.3 Short-Term Leaves of Absence

9.3.1 Attendance at Professional Meetings

9.3.2 Attendance of Officers and Delegates at Meetings of State and National Educational Organizations

9.3.3 Bereavement Leave

9.3.4 Duty with the Armed Forces Leave

9.3.5 Emergency Leave

9.3.6 Imminent Death Leave

9.3.7 Industrial Accident and Illness Leave

9.3.8 Jury Duty Leave

9.3.9 Paternity Leave

9.3.10 Short-Term Personal Leave

9.3.11 Quarantine Leave

9.3.12 Religious Observances

9.3.13 Subpoena Leave

9.4 Long-Term Leaves of Absence

9.4.4 Educational Improvement

9.4.5 Foreign Educational Employment Leave

9.4.6 Foreign Teacher Exchange Leave

9.4.7 Military

9.4.8 Parental Leave

9.4.9 Personal Convenience

9.4.10 Public Service

9.5 Sabbatical Leave

9.6 Sick Leave

9.6.1 Employee Illness

9.6.2 Use of Sick Leave for Compelling Personal Importance

UNOFFICIAL DRAFT

9.7 Leaves of Hourly Employees

UNOFFICIAL DRAFT

9 LEAVES OF ABSENCE

9.1 Definition: Absences and Leaves

9.1.1 An employee is absent or on leave when not performing duties as assigned by an authorized official of the District. An employee is not considered absent or on leave if officially authorized or directed to perform duties, attend meetings or conferences, or participate in visitations or observations at places other than regularly assigned. Examples of authorized assignments are:

- Classroom or school visitations
- Out-of-District travel
- Attendance at conferences and meetings
- Assignments within the District such as inservice meetings, textbook selection committees, curriculum meetings, required attention to legal matters, including subpoenas, when acting as an agent of the District.

9.1.2 Such authorized or official assignments are not to be reported as absences.

9.2 **Violations**: Violations of the rules that follow relative to Leaves of Absence shall be made a matter of record in the employees personnel file.

9.3 Short-Term Leaves of Absence

9.3.1 Attendance at Professional Meetings

Leaves of absence to attend professional meetings of educational groups may be granted by the superintendent, a member of the executive staff, or a designee. In those instances where the superintendent or designee believes the District should be represented, leave shall be granted with full pay and may or may not involve reimbursement for necessary expenses.

9.3.1.1 Leaves to attend meetings, conferences, or conventions of Associations or societies composed of persons engaged in education may be granted by the superintendent or designee with a salary deduction equal to the minimum day-to-day substitute pay rate. This type of leave is distinguished from those listed above in that they will not involve expense to the District, are solicited by the employee, and do not involve officers requesting absence as defined in 9.3.2. In no case shall leaves of this type be granted during the first or last week of a school semester at the secondary level and the first and last week of school at the elementary level.

9.3.2 Attendance of Officers and Delegates at Meetings of State and National Educational Organizations

9.3.2.1 Any employee who holds office in a recognized state or national organization devoted primarily to the improvement of public education may be authorized to be absent without loss of pay in order to perform the necessary duties of the office, provided no other expense to the District shall be involved, as follows:

a. A maximum of ten (10) days for the office of president;
b. A maximum of five (5) days for the office of vice president, secretary, treasurer, or member of the Board of directors.

UNOFFICIAL DRAFT

9.3.3 **Bereavement Leave**

Four (4) days, or five (5) days if out-of-state travel or travel of 250 miles or more is required, on full pay shall be granted to each member of the bargaining unit, except those employed on an hourly basis, in the event of the death of each and every member of the immediate family. If out-of-state travel or travel in excess of 250 miles is required, the employee shall indicate on the Employee Absence Report form the city and state to which such travel was required.

9.3.3.1 The immediate family is defined to include spouse, domestic partner, children, parents, grandparents, sisters, brothers, parents-in-law, sons-in-law, daughters-in-law, sisters-in-law, brothers-in-law, grandparents-in-law, foster children, step-children, step-parents, step-grandparents, step-grandchildren, adopted children, foster parents, wards, legal guardians, grandchildren, nieces, nephews, aunts, and uncles of the employee or employee's spouse, or any other relative living in the immediate household of the employee, or any person serving in locus parentis.

9.3.4 **Duty with the Armed Forces Leave**

In accordance with the provisions of the Military and Veterans' Code of the State of California, a temporary leave of absence shall be granted to any member of the bargaining unit, except one employed on an hourly basis, who is a member of the Reserve Corps of the United States or of the National Guard or Naval Militia, for a period not to exceed 180 calendar days during any one fiscal year. Any such employee who has been employed by the school District not less than one year or who has a combination of school District service and recognized military service of not less than one year, immediately prior to the day on which the absence begins, shall be entitled to receive full school District salary or compensation as such employee for the first 30 calendar days of such absence; provided, however, such salary or compensation is limited to only 30 calendar days of pay for military leave of absence during any one fiscal year.

9.3.4.1 It shall be the responsibility of such employee to arrange for such duty during school vacation periods wherever possible. However, in the event this is impossible, a request for leave shall be made prior to making any requests for military orders.

9.3.5 **Emergency Leave**

A member of the bargaining unit except one employed on an hourly basis shall be granted emergency absence with full pay under the following specific provisions:

a. An emergency absence shall be granted for sudden or unexpected illness or injury of a member of the immediate family, or in case of necessary surgery for a member of the immediate family.
b. The extent of emergency absence granted under this provision shall be no less than one-half (1/2) workday, or more than three (3) workdays during any one (1) school year and such absence grant is not cumulative from year to year.
c. Necessary emergency absence, as per these regulations, shall be reported as soon as possible on the Employee Absence Report form. The employee shall explain the reason for the emergency on the reverse side of the form.

9.3.6 **Imminent Death Leave**

Three (3) days at full pay shall be granted to each member of the bargaining unit except one employed on an hourly basis, in case of a serious illness or accident, with death imminent, of each and every member of the immediate family. In the event that death does not occur, the necessity for this type of absence shall be verified by a written and signed statement of

UNOFFICIAL DRAFT

the attending physician, specifically stating that death was imminent. The immediate family is defined in 9.3.3 above.

9.3.6.1 A maximum of two (2) days leave of absence with a salary deduction equal to the minimum day-to-day substitute pay rate shall be granted to members of the bargaining unit, except those employed on an hourly basis, in addition to each leave for imminent death as defined in the above paragraph, provided the days are necessary for travel or the settlement of legal and/or family problems in connection with such leaves. The employee has the option to avoid salary loss by using sick leave in those instances where it is a matter of compelling personal importance.

9.3.7 **Industrial Accident and Illness Leave**

The rules and regulations governing industrial accident and illness leaves of absence are as follows:

9.3.7.1 All members of the bargaining unit shall be granted industrial accident or illness leave of absence at full regular salary for each such accident or illness provided that neither the number of days for one (1) leave nor the total number of days allowed in one (1) school year for more than one (1) such leave exceeds a total of sixty (60) days on which the employee is normally required to render service. Such employees shall be eligible for such leave on and after the first day of required service

9.3.7.2 Industrial accident or illness is defined as illness or injury which is supported by a doctor's certificate and which qualifies under State Workers' Compensation Insurance as being work connected.

9.3.7.3 Industrial accident or illness leave shall commence on the first day of absence, shall be reduced by one (1) day for each day of authorized absence regardless of any temporary disability award, and shall not be accumulated from year to year.

9.3.7.4 Upon the termination of such leave of absence, the employee shall be entitled to regular sick leave benefits provided that if the employee continues to receive temporary disability indemnity, he/she may elect to take only as much of accumulated sick leave which, when added to temporary disability indemnity, will result in a payment of not more than full salary. In such cases, for each day of absence the employee's accumulated sick leave credits shall be reduced only by the amount necessary to provide a full day's wage or salary when added to temporary disability benefits.

9.3.7.5 During any paid leave of absence, the District shall issue the employee appropriate warrants for the payment of not more than full salary and shall deduct normal retirement and other authorized contributions.

9.3.7.6 Should any absence occur which is later identified as an industrial accident illness, any sick leave days used in connection with said illness or accident shall be fully reinstated.

9.3.7.7 As of July 1, 1978, the District will implement a self-insured workers' compensation program and become a legally uninsured public entity.

9.3.7.8 Compensation benefits under the self-insured program will be no less than those currently covered under the State Compensation Insurance Fund.

9.3.7.9 Annually, as soon as feasible after December 31, the workers' compensation reserve will be reviewed by the administration, with the participation of the exclusive representative of the teacher's bargaining unit, to ascertain that there are sufficient funds to pay all known workers' compensation losses and that such funds shall be fully reserved. Sufficient funds (75% of the amount of known losses as of July 1, annually) shall also be reserved for the incurred, but not reported, losses. This total reserve shall be restricted.

UNOFFICIAL DRAFT

9.3.7.10 The District will establish a loss control committee consisting of equal representation from District management and the teachers' bargaining unit to function as a consultation committee regarding the loss control program of the District as relates to the safety of all District Employees. This committee will be at the call of the director of Risk Management.

9.3.8 **Jury Duty Leave**

A member of the bargaining unit, except one employed on an hourly basis, shall be granted a leave for serving on a jury on a case before a court of law. The District shall remunerate employees the difference between regular earnings and the jury duty pay.

9.3.9 **Paternity Leave**

Leave shall be granted to a father at full pay to be present at the birth of his child for not more than one (1) full day unless a physician verifies that his presence for a longer period is necessary, in which case the employee shall be eligible for emergency leave as provided in Section 9.3.5.

9.3.10 **Short-Term Personal Leave**

Short-term personal leaves may be granted for the personal convenience of the employee at any time, subject to full salary deduction and to the following conditions:

9.3.10.1 Short-term personal leaves shall be of the shortest duration necessary to accomplish the desired objective but not less than one-half (1/2) day, and except in cases of emergency shall not exceed a total of ten (10) days in any fiscal year.

9.3.10.2 Short-term personal leaves shall be granted only in cases where it can be demonstrated the need for such absence cannot be fulfilled outside of regular duty hours.

9.3.10.3 Short-term personal leaves must have the recommendation of the employee's principal or other administrator in charge who shall verify that the absence will not seriously affect the program.

9.3.10.4 Short-term personal leaves shall not be granted for any of the following reasons: (a) to engage in outside remunerative business or employment; (b) to attend or participate in functions or activities which are solely for the employee's pleasure or amusement; (c) to extend holiday or vacation periods for personal convenience or pleasure except if agreed to by the site administrator that such leave will not be detrimental to the program; (d) to accompany a spouse on a trip when such travel is not otherwise authorized by these rules except if agreed to by the site administrator that such leave will not be detrimental to the program; (e) to engage in work stoppage.

9.3.11 **Quarantine Leave**

A member of the bargaining unit, except those employees on an hourly basis, absent from work due to quarantine enforced by public health authorities but who is not personally sick during such quarantine period shall be granted leave with full pay, and such absence shall not be charged against accumulated or current sick leave credit. However, if such employee is personally sick and is also under medical quarantine, such days of absence shall be counted against accumulated and current sick leave earnings credited to such employee. Also, if illness of such employee develops after quarantine restrictions have been established, such illness absence shall be charged against accumulated or current sick leave credit. A statement from a qualified physician and/or the public health authorities relative to the quarantine restrictions involving an employee shall be required in all cases of enforced quarantine.

9.3.12 **Religious Observances**

UNOFFICIAL DRAFT

Leaves shall be granted for not more than three (3) days in any school year for the observance of religious holidays with a salary deduction equal to the minimum day-to-day substitute pay rate. The employee has the option to avoid salary loss by charging such absence to sick leave in those instances where it is a matter of compelling personal importance.

9.3.13 **Subpoena Leave**

Leaves shall be granted for subpoenas in hearings before judges or in cases before courts of law, with a salary deduction equal to the minimum day-to-day substitute pay rate, in those instances where the employee is not acting as an agent of the District. The employee has the option to avoid salary loss by charging such absence to sick leave in those instances where it is a matter of compelling personal importance.

9.4 <u>Long-Term Leaves of Absence</u>

9.4.1 Applications for long-term leaves of absence must be made on forms provided by the Personnel Services Office, and are subject to approval by the Board of Education. No member of the bargaining unit shall be granted more than four (4) continuous semesters of long-term leaves of absence for any reason in the eight-year period commencing with the beginning day of the first long-term leave.

9.4.2 During unpaid long-term leaves of absence, the District will not pay for group health, life, and accident insurance. However, the employee may make arrangements with the District insurance office to continue coverage by making direct payment of premiums except that employees whose leave commences following the last day of the school year and before the first day of the ensuing school year shall be covered by fully paid health, dental, life insurance, and vision care as provided in Section 13.3 until September 30 of the ensuing school year.

9.4.3 Members of the bargaining unit granted long-term leaves of absence must give written notice no less than thirty (30) days before the expiration date of the leave regarding whether or not they intend to return.

9.4.4 **Educational Improvement**

9.4.4.1 A member of the bargaining unit classified as permanent may, at the discretion of the Board, be granted a leave of absence by the Board, without pay, for the purpose of educational improvement and advancement, for not less than one (1) semester, nor more than twelve (12) months, provided that such leave shall not extend beyond the end of the school year in which the request is made, and provided further, that leaves of absence for educational improvement may be extended for a total of not more than four (4) semesters (or two years) in cases where a teacher is taking courses for advancement if the completion of such would take longer time and where the advantage will be to the school District. If the leave is granted for a second year, the assistant superintendent, at his/her discretion, may transfer the employee to an unassigned status.

9.4.5 **Foreign Educational Employment Leave**

9.4.5.1 A member of the bargaining unit classified as permanent, upon the recommendation of the superintendent, may be granted a leave of absence without pay for not less than one (1) full school year, nor more than two (2) years, for the purpose of accepting full-time foreign educational employment, provided that such employee shall be transferred to an unassigned status upon the commencement of such leave, and provided further, that applications for such leave are received as early as possible, but not later than May 1 of any year.

UNOFFICIAL DRAFT

9.4.6 **Foreign Teacher Exchange Leave**

9.4.6.1 A member of the bargaining unit classified as permanent, upon the recommendation of the superintendent, may be granted a leave of absence in keeping with the provisions of the International Educational Exchange Program.

9.4.7 **Military**

Any member of the bargaining unit except those employed on an hourly basis who enlists, -- is drafted, into one of the recognized military forces of the United States or recalled to active duty shall be granted a leave of absence without pay for such military service. The rights, privileges, benefits, and obligations of such employees shall be governed by the appropriate provisions of the Education Code and the Military and Veterans' Code.

9.4.8 **Parental Leave**

9.4.8.1 Parental leave is available to members of the bargaining unit. Parental leave guarantees continued employment status without pay, except for the sick leave benefits described below. In addition to childbearing, infant care duties subsequent to childbirth, adoption, and placement of a foster child constitute valid reasons for taking a leave under these procedures. While on parental leave, the employee's position shall be held for him/her subject only to regulations involving transfers because of surplus positions or reduction in force.

9.4.8.2 Within fifteen (15) days prior to the date the parental leave is desired, the employee shall file in the Human Resources Office an application form which shall specify the beginning and ending dates of requested leave. If the requested leave is for pregnancy, adoption, or placement of a foster child, the application form shall be accompanied by a written statement by the employee's physician specifying: 1) The expected date of birth, 2) the length of time the physician believes she can continue working without endangering her own health and safety, and 3) the approximate length of time the physician believes she will be incapacitated related to the birth.

9.4.8.3 Parental leave may be granted for up to the balance of a school year and may be extended up to a maximum of four (4) semesters, following 9.4.8.11 below.

9.4.8.4 During the parental leave, any illness for which accumulated sick leave could be used under District rules and regulations will be paid upon proper application and certification by a physician. The District shall also provide parental leave consistent with the requirements set forth in Assembly Bill 375 and Education Code section 44977.3.

9.4.8.5 In case of terminated pregnancy, an employee on parental leave may return to service if a position for which she is qualified is open, and upon the written statement of a physician that such employee is physically able to perform normal duties. When the employee's original position becomes available at the end of the specified leave period, the employee shall then have the right to return to that position.

9.4.8.6 The California Family Rights Act (CFRA) and Family Medical Leave Act (FMLA) establishes, among other rights, that employers must grant leave up to twelve (12) weeks leave for reasons of the birth of a child of the employee (mother or father), or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee. CFRA/FMLA, and AB 375 shall run concurrently.

9.4.8.7 Leave granted under the CFRA /FMLA is separate and distinct from Pregnancy Disability Leave (PDL), whichis medically certified disability.

UNOFFICIAL DRAFT

9.4.8.8 PDL will continue to be managed under Section 9.3.7 Industrial and Illness Leave.

9.4.8.9 For fathers, CFRA/FMLA leave for these purposes of caring for a child as a result of a birth, adoption or foster placement shall begin upon birth or acceptance of an adopted or foster child.

9.4.8.10 For mothers, CFRA/FMLA leave for these purposes shall begin upon medical release by a physician for mothers who give birth, or upon acceptance of an adopted or foster child.

9.4.8.11 A teacher shall be granted up to 12 intermittent or consecutive weeks per maternity, paternity, adoption, or foster placement in accordance with CFRA/FMLA. However, if a school year terminates before the twelve (12) weeks is exhausted, the employee may take the balance of the twelve (12) weeks in the subsequent schoolyear.

9.4.8.12 Upon commencement of a CFRA/FMLA leave for the purpose of caring for a child as a result of birth, adoption, or foster placement, the teacher shall use all remaining accumulated sick leave. The remainder of the leave shall be paid by differential pay.

9.4.8.13 Because AB 375 went into effect on January 1, 2016, all teachers eligible for CFRA/FMLA leave since January 1, 2016 will receive the full benefits, including retroactive differential pay and extension of leave to the full amount guaranteed by CFRA/FMLA.

9.4.9 **Personal Convenience**

Long-term leaves may be granted by the Board of Education upon the recommendation of the superintendent for the personal convenience of members of the bargaining unit except those employed on an hourly basis who have completed not less than three (3) years of service in this District, without pay, subject to the following conditions:

a. Personal convenience leaves shall not be granted for less than the remainder of a semester nor more than two (2) semesters.

b. Personal convenience leaves shall be granted to permit an employee to accept other employment under the following conditions:

(1) The superintendent or designee believes such employment would be in the best interest of the District for the employee to do so, and

(2) the other employment is not similar in nature to the employee's current position.

9.4.10 **Public Service**

9.4.10.1 A member of the bargaining unit classified as permanent may be granted a leave of absence without pay for public service, which includes election to public office which requires full-time service as well as Peace Corps and Vista Service. Such a leave shall be granted for one (1) school year, with the provision that it will be extended for a second year if the employee continues in such service. Wherever possible, the employee will be transferred to an unassigned status upon commencement of the leave. Year-for-year salary schedule credit will be granted if the experience is properly verified to be primarily in a job classification similar to that to which the employee returns.

UNOFFICIAL DRAFT

9.4.10.2 The provisions of Section 44967 of the Education Code shall govern leaves of absence for employees elected to the legislature.

9.5 Sabbatical Leave

9.5.1 Sabbatical leave may be granted by the Board of Education upon the recommendation of the superintendent for the purposes of advanced study. In order to qualify, a member of the bargaining unit, except one (1) employed on an hourly basis, must have served in this District successfully for no less than seven (7) consecutive years. Leaves of any extended nature granted by the Board of Education, other than sabbatical leaves, shall not be considered a break in continuity of service in the determination of eligibility for subsequent sabbatical leaves.

9.5.2 Sabbatical leaves shall be granted for not less than a full school semester nor longer than a full school year. Two (2) such leaves of one (1) semester each may be taken in separate periods, provided both are commenced and completed within a three-year period. In such cases, service intervening between the two (2) periods shall comprise a part of the service required for a subsequent sabbatical leave.

9.5.3 No sabbatical leave may commence during a semester, and return from such leave must always coincide with the beginning of a semester.

9.5.4 The application for a sabbatical leave shall be filed with the assistant superintendent, Personnel Services Office, on forms provided for this purpose. The application shall include the following:

9.5.4.1 A statement of the length and purposes of the leave and a description of the applicant's plans for fulfilling these purposes;

9.5.4.2 A statement which outlines the manner in which the applicant believes the leave will result in benefit to the students of the District;

9.5.4.3 The applicant's plans for District service upon return from leave;

9.5.4.4 If for travel, the itinerary and expected outcome;

9.5.4.5 If for the purpose of independent study or research, a certification by a member of the faculty of an accredited four-year college or university that the work contemplated is equivalent in effort and content to twelve (12) upper division or eight (8) graduate semester units per semester.

9.5.5 If the applicant is qualified and the application fulfills the requirements listed above, the assistant superintendent, Personnel Services Office, shall submit it to the District's Certificated Professional Improvement Committee, which is responsible for ranking applications received on the basis of the following criteria:

a. Contribution to the needs of the students and schools of the District (preferential consideration shall be given to those who wish to pursue formal programs of advanced study);

b. Likelihood of continued service beyond the minimum of two (2) years;

c. Length of service to the District;

d. History of leaves granted to the applicant.

9.5.6 No sabbatical leaves shall be granted to applicants whose overall evaluation is below standards.

UNOFFICIAL DRAFT

9.5.7 Based upon the ranking described in 9.5.5, and the limitations outlined in paragraphs 9.5.6 and 9.5.8, the assistant superintendent, Personnel Services Office, shall present the names of the successful applicants to the superintendent for his/her approval and recommendation to the Board of Education. If any applicant granted a leave by the Board later cancels it, the next ranking applicant shall be recommended.

9.5.8 Not more than one percent (1%) of the total certificated staff shall be on sabbatical leave at any one time.

9.5.9 Following the granting of a sabbatical leave by the Board, a contract of agreement shall be completed, giving all essential details such as effective beginning and terminating dates, number of semester units of credit to be earned or other purposes to be fulfilled, name of institution where work is to be done, if any, salary and method of payment, agreement to serve the District upon return for a period which is equal to twice the period of the leave, agreement to notify the District of intentions regarding returning not later than thirty (30) days prior to termination of the leave, agreement to submit required reports upon return as required herein, and agreement to refund sabbatical salary as prescribed herein if conditions of the leave are not fulfilled. The signing of such a contract shall be in lieu of furnishing a bond.

9.5.10 Payment of salary while on sabbatical leave shall be made at the end of each calendar month while the leave is in effect, less any mandatory or employee-authorized deductions. Persons compensated on the "delayed" payment plan shall continue to be paid on such plan while on leave. If illness, injury, or death prevents fulfillment of the leave by the employee, the proportionate part of the salary not earned shall be returned in the same manner as in the case of an employee on full-time service. If an employee does not serve the District after return for a period which is equal to twice the period of the leave, he/she shall refund to the District an amount which bears the same proportion to the total compensation received while on leave as the amount of time which was not served bears to the total amount of time agreed upon.

9.5.10.1 Members of the bargaining unit who are granted sabbatical leaves will receive the difference between their contract salaries and the amount specified for Class C, Step 2.

9.5.10.2 District contributions for all fringe benefits shall continue for the duration of such leave at the same level as for all members on paid-leave status.

9.5.10.3 After the initial approval of an application for sabbatical leave, the Personnel Services Office shall provide full information regarding the compensation which will be paid to the applicant while on leave.

9.5.10.4 The applicant shall have five (5) working days upon receipt of such financial information to inform the Personnel Services Office of intent to accept or refuse the leave before final approval of the Board is obtained.

9.5.10.5 Refusal to accept such leave shall not be the basis of denial of subsequent applications submitted by the employee for sabbatical leaves.

9.5.11 Time spent on sabbatical leave shall count toward earned salary increments in the same manner as regular service. Any special grants or salary increases allowed all regularly certificated staff members while an employee is on sabbatical leave shall be allowed such employee upon return.

UNOFFICIAL DRAFT

9.5.12 At the expiration of the sabbatical leave the employee, unless agreed otherwise, or unless the particular position shall have been eliminated, shall be reinstated in the position held at the time such sabbatical leave was entered upon.

9.5.13 Upon return from sabbatical leave, the employee shall file with the assistant superintendent, Personnel Services Office, verification of fulfillment of the purposes of the leave, as follows:

9.5.13.1 Transcripts showing completion of twelve (12) upper division or eight (8) graduate semester units of credit earned per semester at accredited four-year colleges or universities, if the purpose of the leave was for study at such institutions.

9.5.13.2 A letter of certification by a member of the faculty of an accredited four-year college or university describing the nature of the work completed and verifying that it was equivalent in effort and content to the units in 9.5.13.1 above, if the leave was for independent study or research.

9.5.13.3 A typed report of not less than 1500 words describing activities and benefits derived while on leave, if the leave was for travel.

9.5.13.4 The superintendent's designee may verify that the purposes of the leave were fulfilled or, if in doubt, shall refer the verification received to the District Certificated Professional Improvement Committee for a recommendation. If it is concluded that the purposes were not fulfilled, the employee may appeal to the Certificated Professional Improvement Committee by appearing before it in person. If the appeal is not sustained, the employee shall reimburse the District for the salary received while on leave or such part thereof as the committee may recommend, subject to review and approval by the superintendent.

9.5.14 If an employee on sabbatical leave suffers serious illness or injury which a qualified physician attests would prevent fulfillment of the purposes of the leave, he/she shall notify the District of this fact immediately. If the leave must be abandoned, the employee may return to District service as soon as a position for which he/she is qualified becomes available, and repayment of sabbatical salary shall be made as described herein. If the employee desires and a physician so recommends, the employee shall be granted a health leave of absence for the length of time recommended by the physician. At the conclusion of the health leave of absence, the employee may continue the sabbatical leave or return to service.

9.5.15 There shall be no restrictions placed upon the activities of an employee while on sabbatical leave so long as the purposes of the leave are fulfilled. Time spent on sabbatical leave shall count as regular District service in the determination of seniority, accumulation of sick leave credits, and eligibility for other fringe benefits.

9.5.16 In all matters not included in these regulations, the California Education Code shall govern sabbatical leave for this District, and all amendments to such code shall automatically affect these rules and regulations.

9.6 <u>Sick Leave</u>

9.6.1 Employee Illness

9.6.1.1 Ten (10) days of sick leave at full pay shall be accrued to each member of the bargaining unit annually for personal illness or injury at any time during a school year except that persons employed under contract in extended-year programs shall earn sick leave at the rate of one (1) day for each full calendar month of service. A full month of service shall be defined as no less than 75 percent (75%) of the required working days of any calendar month for an employee.

a. The District will continue to give full force and effect to the sick leave entitlement set forth in Article 9 of the collective bargaining agreement between the Parties, although

UNOFFICIAL DRAFT

the internal reporting and accrual of such time will be described, calculated and maintained only in "hours" instead of "days."

b. The accrual of sick leave in "hours" will be converted to "days" when reported to STRS, if required by STRS.

c. The District's internal conversion of sick leave reporting and accrual from "days" to "hours" does not adversely affect the sick leave reporting or accrual of any SCTA unit member. For example, the standard for one-half day sick leave for a six-hour employee will continue to be three hours, even though the actual time of the sick leave could be slightly more or less than three hours, depending on the employee's schedule.

c. SCTA unit members shall be able to continue to utilize sick leave in one hour increments.

d. Schools and departments can continue to utilize local practices to cover for employees without sick leave deduction(s) who are absent short durations of time.

9.6.1.2 Sick leave up to the maximum earnable within any given school year need not be earned by an employee before it is used.

9.6.1.3 In case any regular employee resigns or otherwise leaves the service of the school District, after having used more sick leave days than may have been earned for any current year at the rate of one (1) day per calendar month, as defined above, plus any prior year accumulations, a deduction shall be made in the salary or wages which may be due for each day of sick leave used and not earned. In case no salary or wages are still due at time of termination of service, the employee shall be properly billed for repayment to the District of pay received for unearned sick leave days that have been used.

9.6.1.4 Any unused portion of sick leave shall be accumulated without limit.

9.6.1.5 A member of the bargaining unit, while on unpaid leave of absence granted by the Board of Education, shall maintain any sick leave credits which were accumulated prior to such leave but shall not accumulate any additional sick leave credit during the period of such leave.

9.6.1.6 In case an employee severs official connection with the District and is reemployed at a later date, all unused sick leave credits on file at the close of the prior employment period shall be reinstated provided, however, that reemployment must occur within thirty-nine (39) months after the date ending the prior employment if such sick leave credits are to be reinstated.

9.6.1.7 For personal illness absence of any member of the bargaining unit exceeding ten (10) consecutive workdays, a physician's statement verifying the illness shall be provided by the employee in addition to the regular monthly absence report. For extended illness absence, a physician's written statement relative to necessity for continued absence is required. This requirement may be waived by the assistant superintendent, Personnel Services Office, on his own volition or upon the recommendation of the employee's immediate supervisor.

9.6.1.8 Nothing shall be deemed to prevent the superintendent or designee from requiring a doctor's verification as to the employee's claimed illness in any situation in which there is reasonable cause to believe that no valid grounds exist for the employee's claim of sick leave. If any employee's immediate supervisor has reasonable cause to believe that an employee has abused sick leave privileges, the supervisor shall confer with the employee giving every opportunity to establish that illness had occurred. Following such conference, if the administrative supervisor feels that sick leave privileges have been abused, such reasons shall be communicated to the employee in writing before a doctor's verification may be required.

UNOFFICIAL DRAFT

9.6.1.9 After all earned sick leave days at full pay are used and illness absence continues, a member of the bargaining unit, except one employed on an hourly basis, shall receive the difference between contract daily rate and the amount paid a day-to-day substitute at the current minimum substitute rate for a period not to exceed 100 required service days. The 100 required service days period is exclusive of the earned sick leave days at full pay.

9.6.1.10 Absences for reasons of health for less than three (3) months are considered day-to-day illness absences, and replacement personnel, when authorized, are employed on a day-to-day substitute basis. When it is anticipated that absences related to health will extend for a period of from three (3) months to a full year, a regular employee of the District shall contact the Personnel Services Office to arrange for a formal, Board-granted health leave of absence. Such leaves may be extended beyond one year at the discretion of the Board. Since formal, Board-granted health leaves of absence are for specified periods of time, authorized replacement personnel, whenever possible, will be employed on a long-term substitute contractual basis. Health leaves of absence will be granted only upon the written recommendation of a physician and shall be subject to the approval of the superintendent. A physician's written statement that the employee is capable of resuming a full-time service is also necessary upon return. All benefits and provisions related to personal illness absence as described in these regulations are applicable both to day-to-day illness absences and to formal health leaves of absence.

9.6.1.11 Nothing contained in these sick leave regulations shall be deemed in conflict with the provisions of the Workers' Compensation Insurance and Safety Laws.

9.6.1.12 All members of the bargaining unit compensated on an hourly basis shall earn one (1) hour of sick leave credit for each eighteen (18) hours of per session or Adult Education Hourly service. Personnel who are employed on a regular contract basis may not use such sick leave credits for any purpose other than for absences from per session service; however, if a per session employee is assigned contract status, the per session sick leave credits so accumulated shall be available for his/her use as a contract employee.

9.6.2 **Use of Sick Leave for Compelling Personal Importance**

9.6.2.1 Sick leave, not to exceed nine (9) days per year may, at the employee's election, be used for any of the following reasons of compelling importance. Prior approval shall not be required except to give as much notice as possible to the employee's principal or other administrator in charge so that a substitute may be obtained.

9.6.2.1.1 Death, accident, or illness involving the employee's immediate family, other relatives, or close friends; accident involving the employee's personal property or the personal property of the immediate family, other relatives, or close friends. These days are in addition to those provided for bereavement, imminent death, or emergency.

9.6.2.1.2 Inability to get to the employee's assigned place of duty because of circumstances beyond control. Not less than one-half (1/2) day of leave may be used for this purpose except that not less than one (1) full day of leave may be used for this purpose in those instances where prior notification is not given.

9.6.2.1.3 Appearance in any court or before any administrative tribunal as a litigant, party or witness under subpoena or any order made with jurisdiction, except when acting as an agent for the District.

9.6.2.1.4 To attend religious observances or weddings, ceremonies, or traditional observances honoring the employee or members of the employee's immediate family.

9.6.2.1.5 To attend to legal or business matters which are of compelling personal importance.

UNOFFICIAL DRAFT

9.6.2.1.6 To take examinations related to advanced training which cannot be scheduled during off-duty hours (in such cases the employee shall attach to the employee's absence report satisfactory written evidence of the requirement).

9.6.2.2 The following are not considered reasons of compelling personal importance: attendance at or participation in functions which are primarily for the employee's amusement, pleasure, personal convenience; the extension of holidays or vacation periods; accompanying a spouse on a trip when such travel is not otherwise authorized by these rules; seeking or engaging in other employment; engaging in a strike demonstration, picketing, lobbying, rally, march, campaign meeting, or any other activities relating to work stoppage or political campaigning.

9.6.2.3 The employee's election to use sick leave credits for any of the purposes allowable shall be indicated on the Employee Absence Report form which shall be attached to the payroll section's copy of the Monthly Absence Report. The employee shall check on the Employee Absence Report form the reason(s) for use of sick leave credits for reasons of compelling personal importance.

9.6.2.4 Employees may use accrued sick leave while on leave under the Family Medical Leave Act, including caring for a family member.

9.7 Those employed on an hourly basis for at least one semester for not less than ten (10) hours per week, and personnel under contract with the District, excluding summer-session per session personnel, shall enjoy the following leave provisions:

9.7.1 **Bereavement Leave**

9.7.1.1 Hourly employees shall be entitled to bereavement leave with pay from all assignments during a four (4) day period for each event of death in the immediate family as defined in 9.3.3.1. If out-of-state travel, or travel in excess of 250 miles is required, the bereavement leave period will span five (5) days beginning with one (1) day after death.

9.7.2 **Emergency Leave**

9.7.2.1 An emergency absence shall be granted with full pay for sudden or unexpected illness or injury of a member of the immediate family, or in case of necessary surgery for a member of the immediate family.

9.7.2.2 The extent of emergency absence granted under this provision shall be no less than one (1) hour of assignment, or more than the hourly assignments for three (3) consecutive workdays during any one (1) school year and such leave is non-accumulative.

9.7.2.3 Necessary emergency absence, as per these regulations, shall be reported as soon as possible on the Employee Absence Report form. The employee shall explain the reason for the emergency on the reverse side of the form.

9.7.3 **Imminent Death Leave**

9.7.3.1 Three (3) days at full pay shall be granted to per session employees as defined in Section 7 of this Article, in case of a serious illness or accident with death imminent, of each and every member of the immediate family. In the event that death does not occur, the necessity for this type of absence shall be verified by a written and signed statement of the attending physician, specifically stating that death was imminent. The immediate family is defined in 9.3.3.1 above.

9.7.3.2 A maximum of two (2) consecutive workdays leave of absence without pay, in addition to each leave for imminent death as defined in the above paragraph, provided the days are necessary for travel or the settlement of legal and/or family problems in connection with such leaves. The

UNOFFICIAL DRAFT

employee has the option to avoid salary loss by using such leave in those instances where it is a matter of compelling personal importance.

9.7.4 **Jury Duty Leave**
A member of the bargaining unit employed on an hourly basis shall be granted leave for serving on a jury on a case before a court of law. The District shall remunerate the difference (between regular earnings and the jury duty pay).

9.7.5 Workplace Assault Leave: An Employee who misses work due to an assault that occurred in the workplace related to the performance of their duties and who files an industrial accident (workers compensation) incident form with the District shall receive up to three (3) days of paid leave, with no deduction to their current or accumulated sick leave, emergency leave, or personal necessity leave (PN), for purposes of receiving treatment for or recovering from injuries related to the incident.

UNOFFICIAL DRAFT

ARTICLE 10 - PERSONNEL FILES

10.1 In accordance with Section 44031(a) of the Education Code, materials in files or materials to be placed in the files of employees which may serve as a basis for affecting the status of their employment are to be made available for the inspection of the employee involved provided that the request is made for a time when such person is not actually required to render service to the employing District. Except for logical documentable reasons, such requested reviews shall be honored within a reasonable time.

10.2 Derogatory material which comes to the attention of the administration and which might be placed in the employee's personnel file shall not be placed in the file until after the administration has made every effort to validate subject material. If such material is to be placed in the file, it shall be presented to the employee no later than thirty (30) calendar days from the administration's awareness of the act, provided such act took place within the preceding twelve (12) months. Validation will include consulting with the employee.

10.2.1 Documents of a derogatory, critical, and/or negative nature from whatever source shall not be filed for fourteen calendar days so that the employee shall have been given notice and an opportunity to review the material and comment thereon. The employee's comment shall be attached to the original document. Such review of this material shall take place during normal business hours, and the employee shall be released from duty for this purpose without salary reduction. Any person may enter into his/her file a comment on any material therein with no time limitation.

10.2.2 Copies of all derogatory materials must be included in the employee's file before it can be used in any disciplinary action against the employee.

10.2.2.1 All material in the personnel folder which is found to be erroneous or can be invalidated shall, at the request of the teacher, be sealed be removed and destroyed.

10.3 Personnel files include those maintained by principal or other administrators involved in employee evaluation as well as files maintained by the Human Resources Office.

10.4 Documents and materials referred to above shall not include those obtained or made prior to employment or in connection with promotion.

10.5 Employees shall have the right to authorize, in writing, a representative to examine their personnel files and obtain copies of items within the file at their own expense.

10.6 The person who causes materials to be placed in the files shall sign and date them. Anonymous documents, letters, or other materials shall not be filed, and shall be removed and destroyed.

10.7 Access to personnel files shall be limited to the members of the District administration on a need-to-know basis. Board of Education members may request the review of a teacher's file at a personnel session of the entire Board of Education. The contents of all personnel files shall be kept in the strictest confidence.

10.8 Any derogatory material placed in the employee's file which does not comply with law or the specifications of Section 2 of this Article shall be removed from the file, and destroyed.

10.9 The Human Resources Office shall maintain a log indicating the persons who have checked out a personnel file and the dates such requests were made, electronically reviewed or authorized. Such logs shall be available for examination by the teacher or Association representative if so authorized by the teacher.

UNOFFICIAL DRAFT

10.10 All documents, communications and records dealing with the processing of any grievance will be filed in a separate grievance file and will not be placed in the personnel file of any of the participants.

UNOFFICIAL DRAFT

ARTICLE 11 - SAFETY CONDITIONS

11.1 A teacher may use reasonable force, as is necessary, to protect them self from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within control of a student.

11.1.1 The Superintendent or designee will negotiate with the Association to establish Restorative Discipline Guidelines that will serve as guide to school sites when responding to student behaviors deemed not school appropriate and may lead to suspension and expulsion based on California Ed Code. The Restorative Discipline Guidelines will be anchored in SCUSD's MTSS Framework, outlining proactive and responsive strategies and actions consistent across all school sites. Upon request of the Association or the District, school sites can mutually refine the guidelines to explicitly discuss particular school needs or address problem school areas (such as the playground) or times of the day (such as after lunch) but elements in the guidelines shall be applied equally.

Schools are strongly encouraged to use non-punitive and alternative means of behavior response, such as participation in programs that are restorative with positive behavior supports that included tiered interventions and other forms of correction that focuses on keeping students in school and learning.

The District will provide the resources and support that will be available to all teachers to implement and sustain non-punitive and alternative means of behavior response (particularly restorative practices) as described in the preceding paragraph.

11.2 ~~Administrators~~ The District will assist teachers who have been or are being assaulted while acting in the discharge of their duties. The District will provide assistance, consistent with District policy and the law, to unit members who report and have been or are the subject of cyber bullying related to the discharge of their duties. For purposes of this section, cyber bullying includes the transmission of harassing communications, direct threats, or other harmful texts, sounds, or images on the Internet, social media, or other technologies using a telephone, computer or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation. [Definition comes from AR 5145.10]

11.3 In the case of any threat, assault, or attack upon a teacher, the local site administrator shall explain the relevant code sections to the affected teacher and shall assist the teacher in completing the written report of the incident on the appropriate form. The administrator in charge shall notify the police. If a formal complaint is to be made, it is the teacher's responsibility to file such complaint with the proper authorities but the administrator in charge shall lend assistance as requested. Any information in the possession of the District not privileged under the law and relating to the assault will be made available to the teacher upon request.

11.3.1 Upon request the District shall transmit to the Association a report of all such incidents (threat, assault and battery) that have been recorded. In recognition of the District's workload, such requests shall be limited to one (1) per school year. The Association shall pay for all relevant costs of compiling and producing the report.

11.4 Teachers shall not be required to work under unsafe or hazardous conditions, or to perform tasks which endanger their health, safety or well-being. The District will promptly investigate all reports of hazardous or unsafe conditions brought to its attention and will make every reasonable effort to remedy the unsafe or hazardous condition in a timely manner, consistent with the District's Workplace Violence Prevention Plan.

UNOFFICIAL DRAFT

11.4.1 Teachers will be provided a means of directly communicating a need for assistance to the principal or designated person in charge in the case of any emergency when a potential for physical harm is evident or immediate assistance is required.

11.4.2 Teachers shall be provided lighting and security at night functions which are approved school activities.

11.5 A teacher may suspend, for the day of the suspension and the day following, any pupil from his/her class for any of the acts enumerated in the Education Code. The teacher shall immediately report the suspension to the principal of the school and send the pupil to the principal for appropriate action. If that action required the continued presence of the pupil at the school site, the pupil shall be under the appropriate administrative supervision. As soon as possible, the teacher shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension. The pupil shall not be returned to the class from which he/she was suspended, during the period of the suspension, without the concurrence of the teacher of the class and the principal.

11.5.1 A pupil suspended from a class shall not be placed in another regular class during the period of suspension without the permission of the receiving teacher. However, if the pupil is assigned to more than one class per day, this section shall apply only to other regular classes scheduled at the same time as the class from which the pupil was suspended.

11.5.2 The teacher of any class from which a pupil is suspended may require the suspended pupil to complete any assignment and tests missed during the suspension.

11.6 The District will provide information to members of the bargaining unit to make them aware of the provisions of the Education Code which provides for exclusion of any student.

11.7 The Board shall reimburse employees for any damage or destruction of clothing or other items of personal property brought in and removed each day while on duty in the school, on the school premises, or at a school-sponsored activity as per District policy.

11.8 The District shall provide written current procedures for control of loiterers and unauthorized persons on or adjacent to school sites to every member of the bargaining unit and copies shall be posted in prominent locations on the school site.

11.9 In the interest and protection of students and teachers, the Board shall commit the school District to cooperate closely with all law enforcement agencies in matters of mutual concern.

11.10 Whenever information comes to the principal's attention which clearly identifies a student with a history of behavior which has been of concern to the safety of others, and which information is not privileged under the law, the principal shall inform the teacher(s) to whom the student is assigned as soon as reasonably possible.

11.11 For the protection of students and staff, each teacher shall be provided with a copy of the on-site emergency and disaster plan which has been developed for the school to which he/she is assigned.

11.12 A collection of the pertinent discipline codes delineating the rights and duties of all teachers with respect to student discipline shall be presented to each teacher and made available to each parent annually.

11.13 Teachers who are required to supervise students in activities other than the classroom and without the presence of an administrator will have the authority and responsibility to enforce state laws, District policy, school discipline code, and building rules.

11.13.1 Each building principal shall establish a chain of command to supervise in his/her absence.

UNOFFICIAL DRAFT

11.14 Except in an emergency at least two (2) adults will be on duty at each Children's Center at all times, unless the affected teacher, in conference with the site supervisor, agrees to schedule aide time in another manner.

11.14.1 Each Children's Center Supervisor shall provide and post his/her weekly work schedule at each site under his/her supervision prior to effective date.

11.14.2 An adequate safe shall be provided at each Children's Center for the secure storage of money.

11.15 School principals shall make every effort to provide secured storage space for employees' personal property brought in and removed every day (e.g., clothing, watches, eyeglasses, etc.).

11.16 Adequate and safe transportation for authorized field trips shall be provided as available and necessary at every school.

11.17 A teacher who participates in a student-parent conference that gives formal notice of proficiency test deficiencies shall be held harmless by the District in any litigation by a parent or student.

UNOFFICIAL DRAFT

ARTICLE 12 - COMPENSATION

12.1 **Definitions** of terms used in this Article.

12.1.1 **Base Salary**: Annual salary rate for employees compensated on the Teachers' Salary Schedule, based upon training and years of experience.

12.1.2 **Contract Daily Rate**: Base salary divided by the number of days of required service for teachers. This is also known as the Per Diem Rate.

12.1.3 **Contract Hourly Rate**: The contract daily rate multiplied by .1538 for all Non-management certificated personnel except those for whom separate factors are listed below:

- Counselors: Contract daily rate multiplied by .1428.
- Psychologists, program specialists, and social workers: Contract daily rate multiplied by .1250.
- Children's Center teachers: Contract daily rate multiplied by .1250.

12.1.4 **Contract Salary**: Base salary plus or minus adjustments for additional days of required service, employment begun before or after the first day of required service, and/or less than full-time employment.

12.1.5 **Extra Duty Assignment**: The supervision of students in activities after the close of the regular school day and/or on non-teaching days. Extra duty assignments for which compensation is provided are listed in Section 12.9.2 of this Article.

12.1.6 **Per Session Rate**: Pay rate calculated at 1/1080 of the base annual salary up to a maximum amount calculated from Class C, Step 2, on the Teachers' Salary Schedule for K-12 and preschool, or Class 5, Step 2, on the Salary Schedule for Teachers of Adult Education.

12.1.7 **Day-to-Day Substitute**: A certificated teacher hired on a day-to-day basis to replace a regular teacher who is absent or who is temporarily assigned other duties.

12.1.8 **Non-Contract Certificated Non-management Employees**: Certificated Non-management employees employed on a per session or hourly basis for not more than eighteen (18) hours per week, and in adult education, for not more than four (4) months.

12.2 Salary Schedule Structure

12.2.1 The salary schedules for SCTA unit members consist of the following:

[Add the list each of the salary schedules, including new ones, and their Appendix letter.]

a. Effective July 1, 2025, the current salaries and salary schedules shall be increased by 2.0% across-the-board, based on a K-12 and Pre-school standard 181 days, 3 Professional Development Days, and 8 SBE Waiver Days. The 2.0% will be added to the other SCTA salary schedules as well.

b. Effective July 1, 2026, the current (2025-2026) salaries and salary schedules shall be increased by 2% across-the-board, based, on a K-12 and Pre-school Teachers' standard salary schedule of 181 Days and 3 Professional Development Days.

c. The salary schedule for special education educators will be 6% higher than the K-12 and Pre-school salary schedule.

d. The District will create a new salary schedule for Speech Language Pathologists that is 6% higher than the Salary Schedule for Special Education Educators.

e. List of SCTA salary schedules will be found in appendix ?

~~The parties further acknowledge that the savings achieved by the change to Article 13.18.B were used to increase the across-the-board increase in 2023-24 from 4% to 6%.~~

12.2.1.1 An additional stipend of $3000 per year is added for the earned doctorate from an accredited college or university and is prorated if for less than a full year.

12.2.1.2 Professional educators who have bilingual or multilingual ability and hold a current BCLAD and are in an assignment requiring a BCLAD will receive a $1,500 annual stipend.

12.2.2 Rates for day-to-day substitutes shall be as follows:

12.2.2.1 One hundred fifty four dollars and thirty four cents ($154.34) for each full day of substitute service up to and including the first (1st) day of assignment. This is the rate that will be deducted from an employee's salary when they are absent and using differential leave, except when the differential leave is for parental leave purposes in which case the employee will be paid not less than 50% of their salary of their salary or other rate as required by law.

12.2.2.2 For each full day of assignment after the first day of assignment, the substitute daily rate of pay will be the contractual daily pay rate for Column E, Step 1.

12.2.2.3 Qualified substitutes for psychologists shall be paid at Step 1, Class X of the psychologists' pay schedule for each full day of substitute work. Substitute work for less than a full day shall be paid on a prorated hourly basis as per Step 1, Class X.

12.2.2.4 Substitutes who begin service in September annually shall be entitled to ten (10) refusals of assignment annually. Substitutes beginning service after September shall be entitled to a pro rata share of ten (10) refusals based on the remaining months in the school year. First day of service must be on or before the 15th day of the month to be eligible for credit for a refusal for the month. No reason for refusals shall be required. Inability to reach substitutes by telephone, including late calls up to 10:00 a.m., unanswered calls, busy signals, and answering devices, after two (2) attempts shall be considered a refusal of assignment.

12.2.2.5 Substitutes receiving a rate of pay above the first rate who exceed their allotment of refusals shall be returned to the first rate of pay and must serve the required number of days before advancing. Notwithstanding the foregoing, the rate of pay will not be reduced after the allotted number of refusals during a pilot program effective from December 17, 1996 through June 30, 1998.

12.2.2.6 Substitutes shall retain their compensation status and carry it forward to the following school year. Any accumulated refusals shall not be carried forward to the following school year.

12.2.2.7 Compensation for part-day assignments shall be based upon one-half (1/2) or two-thirds (2/3) the rate of pay for which the substitute qualifies, depending upon which fraction is nearest, but not less than the actual time served. The length of a substitute's day is equal to the day of the employee for whom he/she is substituting. Partial day assignments will be counted as a day of service for advancement to the next pay step.

12.2.2.8 Substitutes who teach or start a class for which there is no regular teacher providing lesson plans at any time during the school year shall be paid at their appropriate contract daily rate, or the daily the sub rate whichever is higher, provided they are responsible for lesson planning, all other teacher duties, and in the position for at least thirty (30) calendar days.

After thirty (30) days, the substitute shall receive the appropriate rate retroactively and shall continue to receive the rate until replaced or placed in the position.

12.3 **Experience Credit**

12.3.1 Vertical (step) placement on the Teachers' Salary Schedule shall correspond to the number of years of District teaching service, with the following exceptions:

12.3.1.1 Step placement may be higher if experience credit has been granted at the time of initial employment in keeping with Sections 12.3.2 through 12.3.5 of this Article.

12.3.1.2 Persons who have reached the maximums of their salary classes, when obtaining the requirements for a higher class, shall be moved over to the new class and be placed on the step which corresponds to their years of credited service.

12.3.2 Upon employment, experience credit is granted on the basis of one (1) step for each year of properly verified comparable experience with limitations set forth in Sections 12.3.2 through 12.3.3.3 of this Article. A year of experience must represent no less than seventy-five per cent (75%) of the days of required full-time service, although full semesters will be added together, even if in separate school years and/or at one or more school districts (but not more than three [3] school districts), in computing years of service. Credit for part-time experience will be computed by converting to full-time experience; e.g., two (2) years of halftime experience equal one (1) step of

experience credit. Comparable experience includes previous teaching experience, Peace Corps service, VISTA service, preschool experience, or other exceptional professional assignments.

12.3.3 Upon application to the Human Resources Office, at the time of initial employment, prior non-certificated paid experience closely allied to the local certificated assignment, when fully verified, will be evaluated on the basis of one (1) step for each two (2) years of such acceptable experience within the past ten (10) years.

12.3.4 Upon reemployment, prior experience credit is not reevaluated for a teacher returning to the service of the District within ten (10) years after termination, but verified experience gained during the interim will be evaluated. Such personnel are returned to their place on the schedule in effect when they terminated, and then all schedule changes which occurred during their absence and any interim experience credit are applied to determine their placement on the present schedule.

12.3.5 Employees new to the District have a maximum of ninety (90) days from their first day of required service in which to file verifications of comparable or allied experience. After ninety days, verification can be filed without retroactive credit. Prior to hiring, employees will be notified of their projected salary schedule placement based on employees reported experience, subject to completion of the verifications of comparable or allied experience. Employees who are not able to provide appropriate documentation of reported experience will have their salary schedule placement adjusted to match that of verified documentation.

12.3.6 A year of teaching service in the District is earned for salary schedule step placement if an employee is paid for seventy-five percent (75%) or more of the school year, including time spent on sabbatical leave of absence, or if the employee is participating in the early retirement incentive plan as set forth in District Board Policy 4117.11.

12.3.6.1 Initial placement on the salary schedule for newly hired employees shall include cumulative semesters, where service has been for at least 75% of each semester, rounded to the nearest full year.

12.3.6.2 Following initial employment, personnel shall be given earned step increments effective July 1. Personnel may accumulate non-consecutive semesters of employment and shall be advanced on the next succeeding July 1 for each two semesters.

12.3.7 Personnel employed in summer school programs shall be given their earned step increments effective with their first day of summer school service.

12.3.8 Personnel employed on a per session basis in 12-month adult education programs are to be given their earned step increments, effective July 1.

12.3.9 Personnel who are employed during the summer period on a contract daily rate basis (CDR) are to be given their earned salary step increments, effective July 1.

12.4 Training Classification

12.4.1 Training classification is based upon earned collegiate degrees and regular credits earned in excess of degree requirements in fully accredited colleges and universities, or in the District's Professional Improvement Program as outlined in the Board's Policies and Bylaws, Sections P-3572 through P-3575, adopted on July 10, 1978.

Credits will be accepted only if they are earned in a college or university accredited by a regional accrediting Association, if they are accepted by the Commission for Teacher Preparation and Licensing for credentialing purposes, or if they are reported on appropriate forms as outlined in connection with the District's Professional Improvement Program. Training classification shall be determined twice annually on July 1 and February 1, except that July 1st class changes shall not be used in determining summer school per session rates of pay for that year. [ok]

12.4.1.1 Excess units are defined as those units earned in excess of the minimum requirement for the degree in the institution where the degree was granted, and may have been earned before or after the awarding of the degree.

12.4.2 Credit for participation in the District's Program for Professional Improvement, as set forth in Sections P-3572 to 3575 of the Board's Policies and Bylaws, adopted on July 10, 1978, to be amended according to this Agreement, shall be as follows:

12.4.2.1 Textbook evaluation or curriculum development (allowance, one [1] unit of credit per thirty-two [32] hours of time expended).

12.4.2.2 Junior college or adult education courses (allowance, one [1] unit of credit per fifteen [15] hours in a lecture course, or forty-five [45] hours in a laboratory course).

12.4.2.3 Educational research (allowance, one [1] unit per thirty-two [32] hours of effort expended).

12.4.2.4 Professional organization work (allowance, one [1] unit per thirty-two [32] hours of time and effort expended).

12.4.2.5 Visitations or observations (allowance, one [1] unit per forty [40] hours spent).

12.4.2.6 Conference attendance (allowance, one [1] unit per forty [40] hours of attendance).

12.4.2.7 Workshop attendance (allowance, one [1] unit per thirty-two [32] hours of time and effort expended).

12.4.2.8 Development of teaching materials (allowance, one [1] unit per forty [40] hours of time expended).

12.4.2.9 Travel (allowance, one [1] unit per week of travel; limit, three [3] units per three-year period).

12.4.2.10 Private study (allowance, one [1] unit per thirty-two [32] hours of time expended).

12.4.3 Transcripts or official grade cards containing evidence of units earned should be filed immediately upon completion. The deadline for filing units for July 1 class changes is October 10. The deadline for filing units for February 1 class changes is March 10. Class changes based upon credits earned prior to the deadline dates will be retroactive to July 1 or February 1. Records filed will not be returned to the employee. Employees new to the District will have a maximum of sixty (60) days from their first day of required service in which to file units. Handwritten or typed grade cards cannot be accepted unless properly stamped with the school seal.

12.4 Method of Payment

12.4.1 The annual amounts shown on the Teachers' Salary Schedule are full annual contract salaries and are based upon required days of service as provided for in this contract. Employees on regular and temporary contracts may elect either to have payment made in either twelve (12) equal installments beginning on September 30 and continuing through August 31, or ten (10) equal installments beginning on September 30 and continuing through June 30, except for those incumbents on the advanced pay plan, who may have payment made in twelve (12) equal installments beginning on July 31 and continuing through June 30. Requests for changes in preferred pay plan must be submitted in writing to the Human Resources Office no later than May 15 preceding the school year in which the change is to take place.

12.5 Computations

12.5.1 When unit members begin employment in their position on the first contracted day for that fiscal year, their annual salary will be equalized over the months of the contracted service in that fiscal year. Equalized means that number of paid contractual days for the year will be spread out equally amongst the contracted months of service regardless of the actual number of work days in each individual month.

When unit members begin paid service at any time after the first day of their positions' contracted service days, their monthly checks will be equalized based upon the total possible contract days remaining in that year.

12.5.2 When an employee is reassigned from a position of psychologist, program specialist, or school social worker, to a position compensated on the Teachers' Salary Schedule, placement shall be in the class on the teachers' schedule to which he/she is entitled by virtue of training, provided that his/her step placement in the class on the teachers' schedule shall be that which is closest to but not less than the daily rate presently received; except that such rate cannot exceed the maximum rate of the assigned class.

12.5.3 When an employee is reassigned from a position compensated on the salary schedule for certificated Non-management Children's Center personnel to a position compensated on the Teachers' Salary Schedule, he/she shall be moved to the training classification for which he/she qualifies at the same step, except that he/she shall be allowed one (1) step increment if the requirements of an annual earned increment have been met, and placement is not already at maximum for the class.

12.6 <u>Per Session Compensation</u>

12.6.1 Per session or hourly rate shall be based upon the adopted salary schedule. The rate shall be calculated at 1/1080 of the Teachers' Salary Schedule for K-12 and preschool up to a maximum amount calculated from Class C, Step 2.

12.6.2 Members of the unit employed in summer school or part-time adult shall be paid at the appropriate per session rate of pay.

12.6.2.1 The per session rates for K-12 summer school shall be the same as set forth in Section 12.7.1, unless otherwise agreed to by the parties.

12.6.2.2 Adult Education Teachers paid on hourly Adult Education Teachers' Salary Schedule (Appendix B-5) shall be paid the hourly amount per Class H-2, Step 7 for summer school work.

12.6.3 In any fiscal year a non-contract employee who has completed 810 hours of per session service with the Sacramento City Unified School District shall be entitled to an earned increment for the following year. However, if less than 810 hours are worked during a fiscal year, all of such hours shall be accumulated and carried forward to the next fiscal year.

12.6.3.1 When accumulated hours equal 1,050 during the year earned increment is granted, the hours worked beyond 1,050 shall be credited toward the next step increment; provided that no employee shall be eligible for more than one (1) earned step increment during any fiscal year.

12.6.3.2 Earned increments shall be granted only on July 1 of each fiscal year. No distinction shall be made as to the manner in which per session hours are accumulated, i.e., from adult education, summer session, home teaching, etc.; provided, that per session hours shall have no effect upon step increments granted to contract employees.

12.6.4 All certificated personnel who voluntarily perform duties authorized by the Human Resources Office which are beyond their normal service day shall be paid at their per session rates of pay, except for assignments and meetings as set forth in Article 5, Sections 5.9 through 5.10.7, and Sections 12.8.4 through 12.9.8 of this Article.

12.7 <u>Compensation for Required Extra Service</u>

12.7.1 All personnel employed in classifications such as child welfare and attendance counselors, department chairpersons, counselors, and vocational specialists, shall be

placed on the regular Teachers' Salary Schedule in the same manner as regular teachers, and shall advance in the same manner. To their salaries, however, shall be added the product of the number of days of service beyond those required of regular teachers' times the contract daily rate.

12.7.2 Any member of the bargaining unit who is required by appropriate administrative authority or District regulation to serve additional days or hours beyond his/her service year or service day, as defined in Article 5 of this Agreement, shall be compensated for such day or fraction thereof at the contract hourly rate or the per session rate, whichever is greater, except for extra duty pay for those selected work assignments enumerated in Sections 12.8.4 through 12.9.8 of this Article and also excepting Sections 5.3.7 and 5.9 through 5.10.7 of Article 5.

In addition, any elementary teacher who is not provided a prep period shall either a) receive an alternative prep period within fifteen (15) working days of the missed prep period or b) receive pay for the missed prep at the bargaining unit member's contractual hourly rate of pay.

12.7.3 Adult Education Teachers who teach beyond regular contract hours of service shall be paid per session rates.

12.7.3.1 Adult Education Teachers who are placed on the hourly Adult Education Teachers' Salary Schedule (Appendix B-5) shall be paid at the appropriate rate for all hours assigned except that hours beyond 40 hours per week in the Adult Program shall be paid at 1 1/2 times the appropriate rate.

12.7.4 When teachers agree voluntarily to serve on curriculum development committees or project teams, they shall be given the alternative of released time with the provision of a substitute, or the contract daily rate.

12.7.5 In order to reimburse employees who temporarily assume the duties of a principal, the District shall provide a stipend to a designated person in each school where there is no co-administrator. This stipend will require that the designated member of the bargaining unit shall assume the duties in the absence of the principal for any and all occasions when the principal is not available at the school site. Designated teachers in charge shall be paid a two hundred dollars ($200) monthly- stipend above their regular salary for each of ten calendar months. Such persons serving in year-round programs (e.g., 230-day programs) shall be paid a monthly stipend of two hundred dollars ($200) above their regular salary for each calendar month of the year.

a. No teacher shall be required to serve in this position.

b. All teachers shall be given an opportunity to volunteer for this position each year.

c. A designated teacher in charge shall have the right to withdraw at any time with 10 working days' notice and be paid on a pro rata basis.

d. The designated teacher in charge shall be informed each time the site administrator is to be absent from the school.

e. A designated teacher shall not have discipline or evaluation responsibilities for members of the bargaining unit.

12.7.5.1 When both the principal and designated teacher are absent and another member of the unit is assigned responsibility for carrying out the duties of the principal, he/she shall be compensated at the rate of fifty dollars ($50) per day above their regular salary.

12.7.6 When an employee temporarily assumes the duties of a vice principal, he/she shall receive a stipend of fifty dollars ($50) per day above their regular salary per day.

12.7.6.1 Children's Center teachers designated as teacher-in-charge must meet state requirements.

12.7.6.1.1 At Children's Centers and with Pre-school Head Teachers where only one teacher is assigned, the designated teacher-in-charge shall be granted two hundred dollars ($200) per month above their regular salary stipend for each month of service.

12.7.6.1.2 At each Children's Center site where two (2) or more teachers are assigned, the stipend for designated teacher-in-charge shall be shared between two teachers and shall be one hundred dollars ($100) per day above their regular salary per month of service for each teacher.

12.7.7 In accordance with Education Code Section 44032, District personnel required to travel out-of-District and/or attend mandated workshops, seminars, or conferences, will be reimbursed for actual lodging expenses and/or a maximum equivalent to the single rate charged for lodging designated as conference headquarters, the per diem rate for meal expenses at the rate established by the United States General Services Administration and mileage claims, if any, whether in-District or out-of-District, will be paid at a mileage allowance rate based on the current IRS rate.

12.7.8 **Parent Participation Teachers**

12.7.8.1 Parent participation pre-school teachers who teach in a State-funded program for 30 hours a week shall receive a stipend of 6.3% of the annual base salary.

12.7.8.2 Parent participation pre-school teachers who teach in a Head Start/State-funded program for 29 hours a week shall receive a stipend of 12.9% of the Head Start portion of the annual base salary.

12.7.8.3 Parent participation pre-school teachers who teach in an Adult Ed/Head Start-funded program for 30 hours a week shall receive a stipend of 12.9% of the Head Start portion of the annual base salary.

12.7.8.4 Parent participation pre-school teachers who teach in an Adult Ed/State-funded program for 30 hours a week shall receive a stipend of 6.3% of the State-funded portion of the annual base salary.

12.7.8.5 All teachers identified in section 12.8.8.1 through 12.8.8.4 will be excused from the District bimonthly in-service training. However, each teacher will, in consultation with his/her supervisor, develop an individualized staff development plan.

12.7.8.6 No home visits will be required for teachers identified in sections 12.8.8.1 through 12.8.8.4 for the State-funded portion(s).

12.7.8.7 Home visits will be required for teachers identified in sections 12.8.8.1 through 12.8.8.4 for the Head Start-funded portion(s).

12.8 Extra Pay for Extra Duty

12.8.1 The following six (6) pay categories shall be established as the basis for compensating employees on the extra duty schedule described in Section 12.9.2 of this Article.

Category A: .083125 of Class A, Step 8.
Category B: 86.75% of the amount for Category A
Category C: 73.5% of the amount for Category A
Category D: 60.25% of the amount for Category A
Category E: 47% of the amount for Category A
Category F: 20.8% of the amount for Category A

12.8.2 The following table designates the specific positions allocated to Categories A through F.

Abbreviation Key

Abbreviation Key

(A)	Assistant	(B)	Boys
(F)	Freshmen	(G)	Girls
(H)	Head	(HS)	High School
(MS)	Middle School		
(V)	Varsity		
(JV)	Junior Varsity	(IM)	Intra Mural
(E)	Elementary		

Category A	Category B
Agriculture	~~Athletic Director (HS)~~
Band Director	~~Band Director~~
Baseball (H,V,~~M~~)	Baseball (JV~~S,M~~)
Basketball(H,V,B~~M~~)	Basketball (JV~~S,M~~B)

Basketball (H,G~~W~~) Football (H,V,~~M~~) Track~~*~~(H,V,~~M,W~~B,G) Wrestling (H,V,~~M~~B) Wrestling (H,V,G) Athletic Director (HS) (moved from Category B) Softball (H,~~W~~G) (moved from Category B)	Basketball (JV~~S,M~~G) Cross-Country(V)~~**~~ Badminton (H, V, B)+ Badminton (H,V,G)+ Flag Football (H,V,G) Beach Volleyball (H,V,G)+ Drama Fall Musical/Play Director Spring Musical/Play Director Football (V,A,~~M~~) Football (JV~~S~~,~~M~~) Newspaper Advisor Orchestra ~~Softball (H,W)~~ Speech/Debate (HS) Student Body Activity Advisor (HS) ~~Track(H,V,M) (H,V,W)~~ (now in Cat. A & C) Vocal Music Volleyball (H,~~W~~ B) Volleyball (H,G) Yearbook Competitive Cheer Golf (~~M,W~~B,B) (moved from Category C) Golf (~~M,W~~B,G) (moved from Category C) Soccer (H~~M~~,B) (moved from Cat. C) Soccer (H~~M~~,G) (moved from Cat. C) Softball (JV) (moved from Cat. C) Swimming (H,V) Water Polo (H,B) Water Polo (H,G) Tennis (H,B) Tennis (H,G) Tennis (H, Coed) **Category B** - *continued* Basketball (H,IM) Soccer (H,IM) Volleyball (H,IM)
Category C Athletics Director (HS,A) Baseball (F,~~M~~) Basketball (F,~~M~~B) Basketball (F,G) ~~Basketball (S,W)~~ Cross-Country(A~~M,W~~) Football (F,~~M~~) Football (JV, A) Jazz Band (HS, MS) ~~Golf (M,W)~~ ~~Gymnastics (M,W)~~ ~~Soccer (M,W)~~ (moved to Cat. B) ~~Softball (S,W)~~ (moved to Cat. B) Swimming~~*~~ (~~H~~A,~~M,W~~)	**Category D** All City Band All City Choir All City Orchestra Athletic Director (MS) ~~Baseball (B) JH/MS~~ Basketball (MS,B)~~ JH/MS~~ Basketball (MS,G)~~ JH/MS~~ ~~Basketball (F,W)~~ (moved to Cat C.) Broadway Musical Director (HS) ~~Cross-Country (F,M,W)~~ Class Advisor (MS, HS) Choir (MS) Cross-Country (MS,B,G)~~ JH/MS~~ ~~Gymnastics (B,G) JH/MS~~ Football (F, A)

Track*** (A,V) (changing from (1) * to (3) ***) Volleyball (~~S,W~~JV,G) Volleyball (~~S,W~~JV,B) Softball (F,G) (Moved from Cat. D) Wrestling (A, B) Wrestling (A, G)	Mathletes (HS,MS) Middle School Advisors Middle School Band Middle School Orchestra Soccer (F,~~M~~B) Soccer (F,~~W~~G) Soccer (MS,B) Soccer (MS,G) ~~Softball (F,W)~~ (moved to Cat. C) Softball (MS,G)~~ JH/MS~~ ~~**Category D** *continued*~~ Spirit Advisors(HS)~~ (moved to Sideline Cheer Advisor Fall and Spring below)~~ Sideline Cheer Advisor Fall (HS) Sideline Cheer Advisor Winter (HS) Student Body Activity Advisors (MS) ~~Swimming***(A~~) (now in Cat. C with (3) ***) ~~Tennis (M)~~ (moved to Cat. B) ~~Tennis (W)~~ (moved to Cat. B) ~~Track (F,M,W)~~ (Moved to Cat. C) Track (MS)~~(B) JH/MS~~ (Now only Co-ed) ~~Track (G) JH/MS~~ Volleyball (F, B) Volleyball (F, G) Volleyball (MS,G)~~ JH/MS~~ Volleyball (MS,B) Vocal Music ~~Water Polo~~ (moved to Cat. C) ~~Wrestling (F,M)~~ (moved to Cat. C) Flag Football (MS) Golf (MS) Speech and Debate (MS)

Category E	**Category F**
~~All City Orchestra~~ ~~All City Choir~~ ~~Assistant~~ Broadway Musical Director (A,HS) (moving "Assistant" to the end as letter abbreviation for consistency) ~~All City Band~~ ~~Gymnastics (A,B,G) JH/MS~~ ~~Orchestra~~ Fall Musical/Play (A) Spring Musical/Play (A) Football** (A,HS)	Intramurals (B,G)-JH/MS Head Teacher - Elementary, Children's Center, Preschool**** Flag Football (E) Basketball (E) Sideline Cheer (MS) Stride Fall (E) Stride Spring (E) E Sports (MS,HS)

*Athletic Directors shall also receive additional per diem compensation equivalent to one prep period.

12.8.3 It is understood by the parties that all high school, junior high school, and middle school coaching positions on the extra duty schedule are assigned by mutual agreement of the principal and the teacher involved. If the teacher wishes to withdraw from an extra duty coaching position, or if the principal wishes to withdraw the extra duty assignment from the person presently holding that position, each party must notify the other in writing no later than December 1 of any school year for spring sports for that school year, and no later than June 1 of any school year to be effective at the beginning of the subsequent school year.

a. Teachers who are declared surplus after the June 1 date and who have already agreed to a coaching assignment at their school for the subsequent year shall have the option of withdrawing from the coaching assignment if the teacher does not return to the school site.

b. Coaching vacancies will be advertised first within the school in which the vacancy occurs. If there are no qualified applicants within the school, the position shall then be opened for other applicants from inside the District. If there are no qualified applicants from inside the District, the position shall be opened to outside of the District.

12.8.3.1 Such changes in extra duty assignments noted in 12.9.3 shall have no effect on the teacher's assignment to classes during the service day.

12.8.3.2 If a teacher serving in a position listed on the extra duty pay schedule other than coaching desires to withdraw from the extra duty position, he/she shall so notify the site administrator in writing no later than March 1 preceding the school year in which withdrawal would become effective.

Upon receipt of such notification, the principal should take the following courses of action as appropriate:

a. Survey the faculty by memorandum, bulletin, or meeting, to determine if there is another individual who is qualified and interested in the extra duty assignment.

b. In the event that there is a teaching vacancy to be filled, determine if it is feasible to add the extra duty to the teaching position. In making such a determination, the principal should confer with the director, Secondary Certificated Personnel Services, regarding the likelihood of applicants who would be qualified for both the teaching assignment and the extra duty.

12.8.3.3 If the principal is unable to fill the extra duty assignment by either course of action, he/she should then discuss with the teachers requesting withdrawal the kind of

action which the teacher is willing to undertake in order to be relieved of the extra duty assignment. Such actions could include:

a. “trading" extra duty assignments with other teachers who may also be interested in a change;

b. requesting reassignment to a vacant teaching area in the school not associated with the extra duty assignment; or

c. filing a voluntary request with the Personnel Services Office for transfer to another school.

12.8.3.4 Such requests for transfer will be considered in keeping with the sections governing transfers in Article 8 of this contract.

12.8.3.5 If none of these options are available to the teacher, or if the teacher is unwilling to pursue them, the principal may continue to hold the teacher responsible for the extra duty assignment during the ensuing school year, in which case the request for withdrawal will remain in effect unless withdrawn by the teacher.

12.8.3.6 A teacher losing his/her classes related to his/her extra duty assignment shall have the option of withdrawing from that assignment.

12.8.3.7 It is understood by the parties that teachers not already involved in non-athletic coaching assignments shall not be required to assume any such assignments.

12.8.3.8 A teacher assuming classes that have a related activity is obligated to assume responsibility for that related activity.

12.8.4 The CIF required coaching days prior to the first day of school shall be compensated for and included in the extra duty stipend.

12.8.5 The secondary principals acting in committee, as a whole, will establish District-wide minimum requirements for activities not covered by league rules.

12.8.6 The parties agree that transportation for athletics and other school activities covered by present District policy shall be considered a budget priority.

12.8.7 Regular contract teachers who also are assigned extra duty coaching assignments will receive equal treatment and the same protection granted to all members of the bargaining unit which derive from the current Agreement between the parties.

12.8.8 It is further understood by the parties that a joint Board/Association committee (five [5] members to be selected by each party) will be appointed no later than thirty (30) days following the effective date of this Article, to conduct an annual review of the extra pay for extra duty schedule. The tasks of the committee shall be to review existing positions for proper categorical placement on the schedule and to consider

addition or deletion of any position. The findings of the committee shall be subject to review by the Association and the Board by March 31 of each school year. The findings shall be implemented during the next school year unless objection is raised by either party prior to June 1.

12.8.9 Department Chairs/Leads: One department chair assigned to each of departments at each high school in the following departments (needs to be updated):

Physical Education	Math
Social Science	
Science	Fine Arts, Industrial Arts, Electives
Foreign Language	Special Education
Counseling*	
English	

Any new high school shall have the same department chair staffing.

a. The service year shall be two (2) workdays beyond the teachers' required days of service paid at the contract daily rate; and

b. Department chairs shall receive payment from the extra-duty pay schedule (12.8.2) according to the number of class sections taught within the department as follows:

A - 65 sections or more
B - 65 sections or fewer

*The Counseling Department Chair shall be paid at the B extra-pay schedule.

12.8.9.1 Each department chairperson shall be selected annually by a vote of the teachers in each department. In the case of a tie, the Principal will decide between the two (2) finalists.

a. A qualifying teacher may self-nominate or agree to any nomination from department staff members.

b. To qualify for nomination or to vote on a nomination a teacher must instruct for at least three periods per day in the department.

c. Limited term teachers, substitutes, and temporaries may not vote.

d. Teachers who serve in department chair positions may not serve for more than three consecutive years.

e. Voting by each department shall take place in March of each school year and shall be conducted by the bargaining unit employees in the department. The principal

shall not participate or otherwise try to influence the outcome of the vote. Every teacher who qualifies to vote shall be given an opportunity to do so.

f. Split departments may by majority vote agree to have co-chairs, one from each department. The voting process will be handled in the same manner as all other departments. However, the co-chairs shall be compensated at one-half the stipend rate as specified on the extra-duty schedule which a teacher would have earned as chair of the split department. In addition, each co-chair would serve and be paid for two days beyond the teachers' days of service.

12.9 Partial Funding for Sabbatical Leaves

12.9.1 Members of the bargaining unit who are granted sabbatical leaves will receive the difference between their contract salaries and the amount specified for Class C, Step 2.

12.9.2 District contributions for all fringe benefits shall continue for the duration of such leave at the same level as for all members on paid-leave status.

12.9.3 After the initial approval of an application for sabbatical leave, the Human Resources Office shall provide full information regarding the compensation which will be paid to the applicant while on leave.

12.9.4 The applicant shall have five (5) working days upon receipt of such financial information to inform the Human Resources Office of intent to accept or refuse the leave before final approval of the Board is obtained.

12.9.5 Refusal to accept such leave shall not be the basis of denial of subsequent applications submitted by the employee for sabbatical leaves.

12.10 The certificated Non-management salary schedules are incorporated into this contract as Appendix B.

12.10.1 These salary schedules contain no overt or covert provisions for salary discrimination based upon sex, race, creed, marital status, handicap, or age.

12.10.2 No differentials shall exist in rates of compensation except as provided for in this Agreement.

12.11 Subbing on Prep Time

12.11.1 Secondary teachers who give up prep periods to work as substitutes will be paid at the prorated (one-fifth) higher substitute rate. Secondary teachers who work block schedules will be paid at the appropriate prorated higher substitute rate.

Notwithstanding the above, the District may continue to assign secondary teachers to unpaid emergency substitutions as set forth in Article 5.4.6.

ARTICLE 13 - EMPLOYEE BENEFITS

13.1 Health Insurance

13.1.1. The District shall provide all eligible employees with a choice of the Kaiser HMO Health plan and a mutually agreed upon alternative plan(s), which is currently HealthNet. Summary plan descriptions of the health plans are included in Appendix X.

13.1.1.1 The Board shall fully pay the cost of the above health insurance plans for eligible employees, and will pay one hundred percent (100%) of the premium cost for those dependents, including domestic partners and spouses, covered by the plans. In the event that a unit member has a spouse or domestic partner who is also employed by the District, the District shall pay only for one plan to cover the unit member and his/her spouse/domestic partner, provided that the benefits for any individual teacher are not reduced.

13.1.2 The District and SCTA shall meet on or before April 20, 2022, to research health and welfare benefit provider pools and/or additional benefit provider options to increase benefit plan choices for employees. In the event that an agreement offering additional plans is not reached by August 31, 2022, the parties may mutually agree on any additional plans that will be offered to employees and in the event plan changes are agreed to by the District and SCTA, the District and SCTA agree that the savings, as defined in section 13.1.6, will be applied in accordance with the priorities established by the parties in section 13.1.7.1.

13.1.3 **Maintenance of Benefit Levels**. Any alternative plan selected by the District and SCTA pursuant to 13.1.1 shall provide both equivalent covered benefits and an equivalent level of actuarial value to the existing HealthNet plan. “Actuarial value" means the overall percentage of expected medical costs that the health plan will cover, taking into account out-of-pocket maximums, co-payments, coinsurance or other financial characteristics of the overall plan design. Actuarial value shall be calculated in accordance with generally accepted actuarial principles and methodologies. In reviewing alternative plans, the District and SCTA shall assess the extent to which these plans maintain a provider network similar to the provider network currently available to unit members enrolled in HealthNet as of April 3, 2022.

13.1.4 In the event plan changes are agreed to on or before August 31, 2022, the District and SCTA agree that the savings, as defined in section 13.1.6, will be applied in accordance with the priorities established by the parties in section 13.1.7.

13.1.5 The annual anniversary date for health plan coverage and changes shall be January 1 with a plan year from January 1 to December 31 of any given year. If the parties agree to change benefits to a multi-employer purchasing pool, the anniversary date will be established by the multi-employer purchasing pool

13.1.6 District savings for purposes of this section shall be defined as the difference between the total amount actually paid for health and welfare benefits for SCTA unit member premium costs before the benefit plan change as compared to the amount actually paid for health and welfare benefits for SCTA unit member premium costs after any plan changes and employee selection of plans has occurred. The calculation shall be based on the list of covered

employees who participate in open enrollment. The overall health plan savings will be determined using the following method.

13.1.6.1 The current spending on health insurance (prior to any plan changes and selections taking effect) shall be determined by calculating the number of employees in each plan based on the enrollment categories (employee only, employee +1, employee + 2) times the annual cost for each enrollment category. Such calculation shall determine the "baseline cost total."

13.1.6.2 The new spending on health insurance shall be determined by calculating the number of employees in each plan based on the enrollment categories (employee only, employee +1, employee + 2) times the annual cost for each enrollment category. Such calculation shall determine the "new cost total."

13.1.6.3 The "new cost total" will be subtracted from the "baseline cost total," to determine the "total health plan savings."

13.1.6.4 The above savings calculation shall apply to the open enrollment period only.

13.1.7 After the total health plan savings are calculated, the savings will be allocated beginning at the commencement of the next school year following the implementation of plan changes in the following priority order for the subsequent school year. In the event the total health plan savings is insufficient to fully fund each of the priorities, the savings will be used to fund the priorities in order and to the fullest extent of the available funding. Savings generated from total health plan savings prior to the start of the school year may be allocated by the District at its discretion. For example, if the parties agree to a health plan change that is implemented in January 2023, the District may allocate the savings achieved from January 2023 to the commencement of the 2023-24 school year at its discretion.

13.1.7.1 After determining the total health plan savings from plan changes pursuant to 13.1.1, the District and SCTA will meet to determine the number of FTE that will be added based on the total health plan savings. The District and SCTA agree that the FTE to be added will be for positions that directly support the District's Multi-Tiered Systems of Support (MTSS) framework for enhancing equitable learning for all students. For purposes of determining how many positions will be added as the result of the total health plan savings, the salary will be determined using the average teacher salary, plus the average cost of health insurance, plus the average cost of statutory benefits. The total health plan savings shall be divided by the average teacher salary to determine the total number of FTE that may be hired using the total health plan savings. If, after budgeting and posting for these positions, the District is unable to hire the requisite number of FTE, the District will be deemed compliant with this section by maintaining the budget and posting of the positions unless and until a reduction in force is necessary.

13.2 Dental Insurance

13.2.1 The Board shall provide all eligible employees with a fully paid dental plan. The Board shall pay one hundred percent (100% of the premium costs for eligible dependents. The plans offered shall be the current fee-for-service plan and may include a pre-paid dental plan (i.e., a dental HMO) upon mutual selection annually by the parties. A summary plan description will be included in Appendix X

13.3 Vision Care

13.3.1 The Board shall provide employees with the current fee-for-service vision care plan and may provide a family vision plan upon annual selection by the parties.

13.4 Life Insurance

13.4.1 The Board shall provide all eligible employees with a fully paid life insurance policy. The Board shall pay seventy-five per cent (75%) of the life insurance premium for eligible dependents.

13.5 Tax Sheltered Annuities

13.5.1 Employees may participate in the tax sheltered annuity plan of their choice. Payroll deductions will be made for employees upon execution of the proper District form and in accordance with District rules.

13.6 Deferred Compensation

13.6.1 Payroll deductions will be made for Board of Education approved deferred compensation plans upon their execution of the appropriate District form.

13.7 Medical Examinations and Tests

13.7.1 All medical examinations and tests related to application requirements for new employees shall be paid for by the Board.

13.8 The Board of Education shall continue to provide, at no cost to the teachers, liability insurance coverage. Further, an agent of the insurance company will take immediate action to defend the teacher in any suit within the coverage provided.

13.9 Eligibility for District-Paid Insurance Benefits

13.9.1 Members of the bargaining unit employed under contract for not less than half-time are eligible for fully-paid health, dental, life insurance, and vision care as provided in Sections 13.1 through 13.4.1.

13.9.2 Employees who are eligible under the conditions set forth in Section 13.9.1 of this Article, who are absent because of illness, and who have exhausted sick leave benefits shall continue to be covered by fully-paid health, dental, life insurance, and vision care as provided in Section 13.1 through 13.4.1 through June 30 of the school year in which sick leave benefits are exhausted.

13.9.3 Employees who are eligible under the conditions set forth in Section 13.9.1 of this Article and who are on sabbatical leave of absence shall continue to be covered by fully-paid health, dental, life insurance, and vision care as provided in Sections 13.1 through 13.4.1 while on such leave.

13.9.4 Employees who are eligible under the conditions set forth in Section 13.9.1 of this Article and who are participating in the early retirement incentive plan as described in P-3604 of the Board's Policies and Bylaws, as adopted on July 10, 1978, shall continue to be covered by fully paid health, dental, life insurance, and vision care as provided in Sections 13.1 through 13.4.1.

13.9.5 Temporary contract employees who have been terminated from positions which met the criteria set forth in Section 13.9.1 of this Article and who are reemployed for less than half-time or for less than one (1) full semester shall be covered by fully paid health, dental, life insurance, and vision care as provided for in Sections 13.1 through 13.4.1 for the period of reemployment.

13.9.6 Contract employees whose employment terminates on or following the last day of the school year and before the first day of the ensuing school year shall be covered by fully-paid health, dental, life insurance, and vision care as provided in Sections 13.1 through 13.4.1 until September 30 of the ensuing school year.

13.9.7 Non-contract, including permanent hourly, adult education teachers who are assigned fifteen (15) or more teaching hours per week, and which hours are anticipated to extend for one (1) or more semesters, will be provided fully paid health, dental, life insurance, and vision care as provided for in Sections 13.1 through 13.4.1.

13.10 Retiree Health Benefits

13.10.1 Employee Eligibility

The Board agrees to pay the medical insurance premiums for teachers who have retired on or after January 1, 1974, after reaching the permissive state retirement age, provided said employee has served ten (10) consecutive years of service in the District immediately prior to retirement, except that in calculating previous service an employee who resigns and is reemployed within one (1) year shall be counted. A Board-approved leave shall constitute a year of service for the purpose of eligibility for this benefit. This benefit shall continue to be available to an eligible surviving spouse, if the spouse opts to pay the premium for said benefit.

Unit members with less than 15 years of service to the District as of July 1, 2010 will have three years from that date to qualify for the current 10-year rule. After July 1, 2013, as the Parties agree all teachers in order to be eligible for retiree health benefits will need to have the following:

- at age 55 at least 20 consecutive years of service to the District in the SCTA bargaining unit;
- at age 56 at least 19 consecutive years of service to the District in the SCTA bargaining unit;
- at age 57 at least 18 years of consecutive service to the District in the SCTA bargaining unit;
- at age 58 at least 17 consecutive years of service to the District in the SCTA bargaining unit;
- at age 59 at least 16 years of consecutive service to the District in the SCTA bargaining unit;
- at age 60 at least 15 years of consecutive service to the District in the SCTA bargaining unit;

13.10.2.1 It is understood by the parties that those retirees electing to take advantage of the benefit provided in 13.10 and who retire after January 1, 1990 may pay the premium for the dental and/or life insurance and/or vision portion of the package themselves.

13.10.2.2 This benefit shall be available to the retired employee's spouse and dependents if the retiree opts to pay the premium for said benefit.

13.10.2.3 This benefit shall continue to be available to an eligible surviving spouse if the spouse opts to pay the premium for said benefit.

13.10.2.4 It is understood by the parties that it shall be the retiree's responsibility to make application for enrollment for the benefits described in 13.10 through 13.10.2.4 . It is further understood that it shall be the District's responsibility, after consulting with the Association, to develop implementing procedures for the benefits described in 13.10 through 13.10.2.4.

13.10.3 Retiree Health Insurance Opt Out

13.10.3.1 To reduce future costs for retiree health benefits, all qualifying retirees who receive health benefits may opt to decline the health coverage. The retiree will receive on an annual basis 50% of the average in area premium cost to purchase other insurance coverage(s) of their choice. The remainder of the savings will be applied to fund the District's GASB-45 liability. The District will advise the SCTA of the number of retirees who take advantage of this program on a yearly basis and will also place the funds in a separate account that will hold the net savings that will be transferred to the District/SCTA trust.

13.10.3.2 The parties agree that a retiree utilizing the opt-out program must show proof of health insurance coverage. The retiree opting out may return to the District/SCTA program due to qualifying events or with approval of SCTA and the District.

13.11 <u>Eligibility for Employee-Paid Insurance Benefits</u>

13.11.1 Employees on Board-approved unpaid leave of absence shall continue to receive full coverage of insurance benefits through the District if they elect to remit by the first of the month for which coverage is to be provided, the necessary premium payment(s) for health and/or dental and/or vision and/or life insurance benefits.

13.11.1.1 Whenever a teacher goes on an unpaid leave after working 75% of the first semester, the District shall fully pay the fringe benefits through March 31 of the same school year.

13.11.2 Those employed on an hourly basis for at least one (1) semester not less than ten (10) hours per week and excluding summer school per session personnel shall be eligible for all fringe benefits available to contract employees if those employees elect to remit the complete premium payment to the District for such benefits.

13.11.3 Teachers retiring after five (5) years of service in the District who do not otherwise qualify for District-paid benefits shall have the option of maintaining group health benefits at their own expense.

13.11.4 Substitutes shall be eligible for benefits (if any) as set forth in Article 15, Substitutes. In addition, substitute teachers who have advanced to the highest substitute pay rate shall be entitled to employee-paid health, dental, and vision benefits subject to open enrollment requirements. Substitutes must remit the complete premium payment to the District at a time specified by the District; payroll deduction for premium payment is prohibited.

13.12 Open Enrollment/Switching

13.12.1 There shall be an "open enrollment" period each year for everyone eligible unless prohibited by the health provider. In any year when no open enrollment is offered, there shall be a "switching" period during which time an active or retired teacher may change or amend his or her carrier and/or dependency status. During a designated "switching" period, active or retired teachers may change carriers but cannot add dependent status.

13.12.2 In the event that a health provider (i.e., medical, dental, vision, life, etc.) policy or plan is either terminated by the parties or cancelled by the providers, then a "switching" period may be implemented to facilitate the needs of the impacted unit members.

13.13 The District shall continue to pay health insurance premiums for the surviving dependents of a certificated Nonmanagement employee who dies while in service. The premiums will be paid for the balance of the school year in which the death occurs and the first six (6) months of the following school year.

13.13.1 When an employee has been diagnosed by a physician as having a terminal illness, the District shall continue to pay health benefits for the employee until his/her demise.

13.14 Flexible Reimbursement Account

The Board shall establish a Flexible Reimbursement Account under Section 125 of the Internal Revenue Code for each eligible employee requesting such an account. The Flexible Reimbursement Account will be operated and administered to be in compliance with all city, state and federal laws and regulations.

Each eligible employee shall be allowed to make an annual election to have their monthly compensation reduced by a specified amount for a deposit to their Flexible Reimbursement Account.

a. Dependent Care: Up to $4,980 per year for use as allowed under Section 129 of the IRC.
b. Health Care: Up to $4,000 per year for use in covering the unreimbursed deductibles, co-payments, and co-insurance amounts under a group medical, dental, or vision benefits plan.

Each eligible employee requesting a Flexible Reimbursement Account will have their account charged with $3.00 per month administrative fee.

13.15 Total Compensation Funds

For 1990-91 and thereafter unless this section is deleted, funds required to pay annual health benefit cost increases under Sections 13.1.1 et al, shall be deducted from funds appropriated for the agreed upon total compensation increase. The balance of required funds shall be applied to the salary schedule in accordance with the specific agreement reached each year. This section shall prevail over the District contribution level specified in Article 13. This section is intended to survive the expiration of the Agreement and constitutes the status quo for 1990-91 and each year thereafter unless modified.

13.16 Health and Welfare Benefits Committee: The parties will consult in a committee regarding fringe benefits.

13.16.1 The District agrees to participate with employee representatives in a committee to study fringe benefit coverage.

13.16.2 The committee shall study all matters related to fringe benefits coverage and make recommendations regarding feasibility and cost efficiency. Special emphasis shall be given to the value of "a broker of record" versus "a consultant service."

13.16.3 The committee shall be comprised of six members, three (3) of whom shall be appointed by SCTA and three (3) of whom shall be appointed by the District. In addition to the three (3) members, each appointing body shall appoint two (2) alternate committee members who can vote only upon the absence of the voting member(s). Alternate members may attend meetings and participate in discussions. The District and SCTA shall each have one vote.

13.16.4 Formal committee and subcommittee meetings and place of meetings shall be arranged and scheduled by the administrator, Business Office and the chairman of the SCTA Committee. The committee and/or designated subcommittees shall meet as often as necessary to accomplish assigned tasks.

13.16.5 The committee and/or subcommittee shall develop an agenda and submit minutes for each meeting to officially designated District and bargaining unit representatives and to all committee members.

13.17 The parties agree to establish a committee consisting of four (4) members appointed by the District and four (4) members appointed by the Association to review retiree health benefits. The committee's recommendations shall be subject to negotiation. The parties will consult in a committee regarding fringe benefits for retirees.

13.18 <u>Medical Costs</u>

13.17.1 The Parties agree to form a joint committee to work on helping the parties respond over the long term to continuing increases in medical costs.

13.18 <u>Funding for Retiree Health Insurance Benefits</u>

The parties recognize the importance and value of health and welfare benefits and are concerned about rising costs and unfunded liability. The parties recognize the importance of the District honoring the District's commitment to uphold promises to provide health insurance benefits to qualified retirees who provided decades of service to the students of Sacramento. The parties agree that every reasonable effort will be made to lower premium increases for current plans without diminishing benefits or increasing co-pays except as mutually agreeable. Any recommendations relative to working conditions will be subject to the CBA.

In addition, the parties agree to the following with regard to retiree health insurance benefits:

A. Contribution of Educators: Commencing with the 2014-15 school year, SCTA members shall contribute twenty dollars per member per month to fund retiree health benefits. Any savings as a result of the decrease in the budgeted cost of providing benefits to retirees shall be placed in the jointly-administered GASB fund.

ARTICLE 14 - PERSONAL AND ACADEMIC FREEDOM

14.1 The personal life of a teacher is not an appropriate concern of the Board except as it may directly prevent the teacher from performing properly his/her assigned function during the workday.

14.2 Teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teacher, or the lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher, providing said activities do not violate any local, state, or federal law.

14.3 The Board and the Association agree that academic freedom is essential to the fulfillment of the purposes of the Sacramento City Unified School District, and they acknowledge the fundamental need to protect teachers from censorship or restraint which interferes with their obligation to pursue truth in the performance of their teaching function.

14.4 Teachers shall have the right to discuss controversial issues, provided every effort is made to present all relative points of view and the use of partisan materials is in conformance with District policies relating to these matters.

14.4.1 Teachers shall be encouraged and entitled to maintain an atmosphere which is free and open for inquiry, personal input, and learning, and in which academic freedom for teacher and student is guaranteed.

14.4.2 Academic freedom shall be guaranteed teachers in the study, investigation, presentation and interpretation of facts and ideas concerning man, human society, the physical and biological world, and other branches of learning subject to accepted standards of professional responsibility with due regard to the maturity level of the student, District rules and policies, and the laws of the State of California.

14.5 Teachers shall be entitled to full rights of citizenship and no exercising of such rights shall be grounds for discipline or discrimination. The District recognizes that the personal life of an employee is not an appropriate concern of the District, except as it influences work performance.

14.6 A teacher has the right to become a candidate for political office and may take leave for such purpose as provided for in the leaves Article of this Agreement.

14.7 A teacher has the right and the duty to serve on a jury and may take leave for such purpose as provided for in the leaves Article of this Agreement.

14.8 When the teacher and the principal disagree as to the appropriateness of materials and/or outside speakers, the principal shall within three (3) working days reduce the reasons for disapproval to writing. The teacher then has the option of appealing the principal's decision through administrative channels.

14.9 The enumeration in this Agreement of certain rights shall not be construed to deny or disparage others retained by those covered under this contract.

14.10 Administrative criticisms of an individual should be conducted in private conference and directed only to the teachers involved.

14.11 A teacher shall be notified within five (5) business days of any formal complaint(s) filed in accordance with the procedures specified in Board Policy II 8240.

14.12 The parties agree not to discriminate against any employee on the basis of ethnicity, creed, national origin, age, sex, sexual orientation, political affiliation, marital status, or membership in any employee organization.

ARTICLE 15 - SUBSTITUTES

15.1 When teachers who teach regular classes are absent a substitute shall be provided when available.

15.1.1 All other teachers shall be provided substitutes when a qualified substitute is available who meets the specifications determined by the site administrator.

15.1.2 An adequate list of qualified substitutes will be maintained by the District's Personnel Services Office to fulfill these needs. The substitute list shall be opened whenever necessary to maintain an adequate supply of substitutes.

15.1.3 Secondary teachers can give up prep periods to work as substitutes. They will be paid for such time as set forth in Article 12.12. Each school site will develop reasonable plans for such assignments.

15.2 The District will provide an updated certificated substitute list, by segment, to each school twice per year. Teachers shall have the right to request a preferred substitute and wherever possible such a request will be honored. The principal or his/her designee shall have the responsibility to arrange for the substitute through the District office. Nothing in this policy will contravene the present District affirmative action program or affirmative action programs that may be developed in the future.

15.3 Substitutes will receive orientation whenever feasible.

15.4 Using the most reasonable methods, the District shall notify substitutes on the list when a change in substitute compensation or policies affecting substitutes occurs.

15.5 The site administrator will be responsible for providing substitute teachers with necessary schedules and orientation to facilitate their performance at the school. The regular teacher shall be responsible for ensuring that adequate materials, instructions, schedules and other pertinent information are available to enable substitutes to perform their jobs in an effective and reasonable manner.

15.6 The liaison committee, or other teacher appointed committee, shall determine the minimum basic information which a substitute would need in order to provide continuity of program in the event of teacher absence. The committee shall, with majority agreement of the staff, and the concurrence of the principal, implement recommended procedures for providing such information for substitutes.

15.7 Substitutes for summer school shall be paid at the appropriate per session rate.

15.8 Children's Centers

15.8.1 The assistant supervisor or designee shall be responsible for obtaining substitutes through the Personnel Services Office.

15.8.2 It shall be management's responsibility to maintain a list of substitutes qualified to serve in the Children's Centers.

15.8.3 Qualified substitutes shall be provided on the same basis as other teachers in the District.

15.9 The Personnel Services Office shall establish and enforce a ceiling on the number of substitutes allocated on any one (1) day for reasons other than illness or compelling personal importance. This ceiling shall be reviewed in consultation with the exclusive representative upon the request of either party.

ARTICLE 16 - LIAISON COMMITTEE

16.1 In order to increase two-way communication between the teachers of a school or auxiliary services unit and the administrator in charge, a Liaison Committee shall be established at each school or auxiliary services unit.

16.2 It is not the principal's responsibility to initiate procedures to establish the Liaison Committee.

16.3 The administrator in charge shall conference with such committee upon request on all matters within the scope of his/her authority.

16.3.1 Meetings between the site administrator or administrative designee and the liaison committee must be held within 10 days following the date on which a written request is made, unless an extension of time is mutually agreed to by both parties.

16.4 The site administrator shall, upon request of the liaison committee, communicate the reasons for such decisions rendered or actions taken on matters discussed in conference. Such rationale shall be provided in a timely manner and shall upon request be reduced to writing.

16.5 Items to be discussed by the Liaison Committee may include, but not be limited to, matters such as:

1. Budget, equipment, supplies
2. Appropriate assignment of certificated personnel
3. Policies regarding classroom interruptions
4. Standards for student discipline and the implementation thereof
5. Scheduling of the instructional day

16.6 The Liaison Committee shall be composed of non-administrative certificated personnel. The size of the committee shall be democratically determined by each school or certificated employee unit. Members of the committee shall be elected by the non-administrative certificated personnel.

16.7 The Liaison Committee shall have the authority to schedule its own staff meetings.

16.8 No reprisals of any kind will be taken by any local administrator, supervisor, coordinator or any administrative designee against any employee for activities in connection with the Liaison Committee.

16.9 The Liaison Committee may refer unresolved problems through regular administrative channels if they so elect.

ARTICLE 17 - CLASS SIZE

17 The District's goal is that all class size maximums will be met by the end of the first week of school with students in order to enhance the educational process. Schools unable to meet maximums by this time are not subject to any grievances. School administrators must communicate the reason(s) to their supervisors for inability to meet maximums

The parties may agree to discuss other issues.

17.1 Elementary Class Size Limitations

17.1.1 At the kindergarten level, the maximum class size shall not exceed twenty-four (24) students per teacher so long as LCFF Class Size Grade Span Adjustment (GSA) funds are in effect. If LCFF Class Size Grade Span Adjustment (GSA) funds are not continued, the class size maximum shall not exceed twenty-nine (29). TK class size maximums and staffing will comply with Ed Code. Beginning in the 2025-26 school year, the adult-to-student ratio in TK shall be consistent with the requirements of Education Code section 48000 (3) (a).

17.1.2 At grades 1- 3, the maximum class size shall not exceed twenty-four (24) students per teacher, so long as LCFF Class Size Grade Span Adjustment (GSA) funds are in effect. If LCFF Class Size Grade Span Adjustment (GSA) funds are not continued, the class size maximum shall not exceed twenty-eight (28).

17.1.3 At grades 4-6, the maximum class size shall not exceed 30 students per teacher.

17.1.4 Instrumental music teachers will not be included in determining the staffing ratio in the elementary school.

17.1.5 The maximums established in Section 17.1 of this Article may be exceeded by mutual agreement between the site administrator and the affected teacher.

17.1.6 The District shall have 15 school days at the beginning of each school year to adjust classes to meet the maximums established in 17.1.1 through 17.1.3. Thereafter, maximums in any class may be exceeded by no more than three (3) students and only for a cumulative total of five (5) school days during any school year as required to meet student needs, except in those classrooms where the mandates set forth by the state do not allow for larger class sizes. In those instances where a class size exceeds the maximum, certificated staff shall be paid ninety dollars ($90) per day for every day the class exceeds the maximum.

17.1.7 When two or more classes of the same grade level(s) are housed at the same school site, the enrollment difference between the smallest and largest classes shall not exceed three (3) except by mutual agreement of the site administrator and the teachers involved.

17.2 Special Subject Teachers

17.2.1 Special subject teachers shall provide release preparation time for no more than seventeen (17) qualifying teachers per week excluding him or herself. Qualifying teachers means grades

1 through 6 classroom teachers, including special day class teachers (which shall include aide support).

17.2.2 The maximum teacher load for special subject teachers shall not exceed 190 students per day.

17.3 Secondary Class Staffing Formula

17.3.1 7th and 8th Grades

One (1) teacher per thirty (30) students enrolled; which shall be computed on third-month projected enrollment. One (1) teacher shall be added for all fractional remainders over 0.50.

17.3.2 9th, 10th, 11th, and 12th Grades

One (1) teacher per thirty (30) students enrolled; which shall be computed on third-month projected enrollment. One (1) teacher shall be added for all fractional remainders over 0.50.

17.4 Secondary Class Size Limitations (Overages)

17.4.1 The District shall have 15 school days at the beginning of each school year to adjust classes to meet the maximums established in 17.4.1 through 17.4.8. Thereafter, maximums in any class may be exceeded by no more than three (3) students and only for a cumulative total of ten (10) school days during any school year as required to meet student needs, except in those classrooms where the mandates set forth by the state do not allow for larger class sizes. In those instances where a class size exceeds the maximum, certificated staff shall be paid ninety dollars ($90) per day for every day the class exceeds the maximum.

17.4.2 When two (2) or more sections of classes having the same course content are scheduled to meet during the same period, the enrollment difference between the smallest and the largest classes will not exceed three (3) except by a mutual agreement of the site administrator and the teacher(s) with a class(es) having an enrollment difference in excess of three (3).

17.4.3 Effective beginning the 2025-26 school year, maximum class size in the areas of English, social studies, mathematics and science shall be thirty-two (32) students per period.

17.4.4 Maximum class size for proficiency and developmental classes shall be twenty (20) students per period. Staff allocation for proficiency classes shall be computed separately from the ratios shown in Sections 17.2.1 and 17.2.2 of this Article.

17.4.5 Class size maximums and/or maximum pupil loads shall be proportionate for teachers assigned to subject areas with and without maximums and/or with differing maximums.

17.4.6 The maximum teacher load in the secondary schools shall be limited to 170 pupil contacts per day. Exceptions to this maximum are permissible with mutual agreement between the teacher and principal.

17.4.6.1 The District shall have 15 school days at the beginning of each school year to adjust student loads to ensure that the maximum student load for physical education and music teachers will be 220. Class sizes for physical education teachers in middle and high schools will be based on a proportional level of 44 as maximum per period. Physical education teachers with fewer than five (5) periods will have the maximum student load total (220) reduced by the proportional level. (Example: 44 x 5 = 220. If teacher has only four (4) classes the total student load would be 44 x 4 =176). The parties agree that the actual number of students in any particular class may fluctuate slightly but that no single class will have more than forty-eight (48) students with the single exception of pre-designated PE Athletic classes only during sixth period (and if absolutely necessary, fifth period) at High Schools which may have no more than fifty-five (55) students.

17.4.7 The maximum site class size ratio for secondary ELD I, II, courses as well as ELD content-area courses shall be 20:1 and ELD III courses shall be 27:1. The District will share ELD class size information with SCTA.

17.4.8 The student/counselor* workload will be one (1) full-time counselor for each 375 students enrolled, based on projected third month enrollment. Additional counseling service shall be provided on the basis of one (1) counseling hour for each sixty (60) students in excess of the 375/1 ratio, based on projected third month enrollment. No more than fifty-nine (59) additional students shall be assigned to the total counseling staff at a school before additional counseling hours are provided, except by mutual agreement between the site administrator and the counselor(s). At school sites with more than 1 counselor, the assigned student to counselor ratio will not exceed a difference of 5 students between counselors, except by a mutual agreement between the site administrator and the counselor.

The student/counselor* workload in continuation high schools, independent study school (Capital City), Accelerated Academy and the opportunity school will be one (1) full-time counselor for each 150 students enrolled, based upon the third-month projected enrollment.

After the grace period, in those instances where a counselor workload still exceeds the maximum, certificated staff shall be paid ninety dollars ($90) per day for every day the workload exceeds the maximum.

17.5 In addition to the foregoing limitations, students shall not be regularly placed in a classroom in larger numbers than the capacity of the teaching facilities or basic work stations available where a student normally spends the majority of the class time performing the operational functions necessary to meet performance objectives and goals of the course.

17.6 <u>Special Education Class/Caseload Size Maximums</u>

17.6.1 Based on each students' IEP, the District will provide a continuum of services for students receiving special education services that will meet the educational requirements of students with disabilities while providing those services in the Least Restrictive Environment in accordance with state and federal law. The class size maximums for special education shall be as specified by state and federal law requirements, except for the following limitations agreed upon by the parties. Students with disabilities will be provided with appropriate supports as informed by students' IEPs and as outlined below:

a. The maximum case load for each Special Day Class (SDC) Mild/Moderate teacher at the elementary level shall be 15.

b. The maximum case load for each SDC/Mild/Moderate teacher at the secondary level shall be 16.

c. The maximum case load for each SDC/Moderate/Severe teacher at the elementary and secondary level shall be 13.

d. Elementary SDC teachers shall be limited to teaching a maximum of three grade levels.

e. Adjustments to maximums set forth above at the elementary and secondary level must be made at the beginning of each school year within 15 school days.

f. Resource Specialist adult/student ratios shall be consistent with Education Code section 56362 (currently a maximum of twenty-eight students for every resource specialist).

g. The maximum case load for teachers participating at John Morse Therapeutic Center in all grades shall be 10 to 1.

h. For teachers/providers with "pending" initial status student assessments (attached plans on SEIS), these pending cases will be considered to be part of the teacher/providers' caseloads for purposes of this article. If eligibility is not found, the student will be removed from his/her caseload the day of the IEP non qualification.

i. The maximum class size for RSP and SDC teachers shall not exceed their caseload maximums.

j. Co-teaching among special education and general education teachers will occur with the agreement of the assigned teachers. No special education teacher will be assigned to co-teach with more than two general education teachers. No general education teacher will co-teach with more than one special education teacher. The method of co-teaching shall be determined by the co-teachers.

k. The maximum case load for teachers participating in Co-Teaching (equal partnership of special education and general education teachers) Inclusive Practices (combination of RSP and SDC students) at the elementary and secondary level shall be 25. Each co-taught class will have a maximum student enrollment of 1/3 students with IEPs; remaining 2/3 students without IEPs.

l. General education classes will have a maximum student enrollment of 1/3 students with IEPs; remaining 2/3 students without IEPs (maximums excludes students with speech and language only IEPs). However, this provision shall not prevent any student from being placed in the least restrictive environment, and if that requires exceeded the above-referenced maximums, it will be treated like a class size overage for compensation purposes.

m. The timeline for adjustments to maximums in special education classes shall be the same as for general education classes.

n. Case loads above the maximum during these "grace" periods set forth above are not violations of this Agreement and no penalty shall be imposed on the District for exceeding the maximums during these periods.

o. In the event that the District assigns a case load above the applicable maximum outside of the "grace" periods set forth above, the District shall compensate the teacher involved at the rate of ninety dollars ($90) per day. The District shall not exceed the maximum outside of the unfunded "grace" periods for more than thirty (30) school days. Under no circumstances shall there be more than five (5) students over the maximum.

p. Specialized Health Care: Specialized health care (e.g., catheterizations, gavage feeding suctioning) should be provided by qualified designated personnel as defined in the Education Code and recommended by the credentialed school nurse. Certificated instructional staff shall not be required to perform these services.

When licensed medical personnel are not available, special education students unable to self-administer their medication shall have their medication, except for certain medications such as insulin, administered by qualified designated personnel, as defined by Ed Code, trained and supervised by a credentialed school nurse.

q. All special education teachers shall be given three (3) release days per school year for planning, preparing developing, implementing, and monitoring IEPs.

17.6.2.1 **Aide Support**

a. SDC Mild/Moderate classes shall have two six (6) hour aides.

b. SDC Moderate/Severe classes shall have two six (6) hour aides.

c. School site RSP teachers will be assigned an instructional aide for the duration of their instructional assignment.

d. Classroom teachers who have an aide assigned to assist with students of special needs students shall direct those aides, consistent with a student's IEP.

17.6.2.2 Teachers in a Co-Teaching or Inclusive Practices assignment shall participate in 14 hours of district-sponsored professional learning and will be provided release time or compensated at their contracted hourly rate.

17.6.2.3 Teachers shall participate in IEP meetings in accordance with requirements set forth in IDEA [CFR 300.321 Individualized Education Plan (IEP Team)]. Site administrators will provide release time during the school contract day or compensate teachers at their contracted hourly rate for IEPs held before or after the contract day.

17.7 ESOL and Basic Education Class Size Limitations

17.7.1 Whenever the attendance in any given ESOL or basic education class reaches thirty-five (35) students for five (5) consecutive days after the fourth week in any given quarter or semester, the site administrator will reduce the size of such class to twenty-five (25) by one of the following methods whenever possible:

a. Move the excess students to another class.

b. Hire additional personnel.

17.8 School Nurses*

17.8.1 ~~The District shall maintain the present level of health services at a minimum of thirty-five (35) positions. In addition, the District shall provide thirteen school nurses to provide direct care.~~ For the 2025-26 and 2026-27 school years only, the District shall staff school nurses according to the following:

a. Two (2) Lead School Nurses
b. Two (2) School Nurses on the Vision and Hearing Team
c. Five (5) School Nurses on the Preschool Special Education Team
d. One (1) School Nurse on the Early Learning and Care Team
e. Four (4) School Nurses on the Direct Care Diabetes Team
f. In addition, the District will calculate the total district wide staffing allocation per the following based on the annual enrollment projections received by the District's demographer:

- At MTSS school sites consistent with the MTSS agreement
- At all other non-MTSS school sites one per seven-hundred-fifty (750) students.

Assignments will be made per 17.8.1(h) below.

g. For the 2027-28 school year and thereafter, the District will maintain:

- Two (2) Lead School Nurses
- One (1) School Nurse on the Early Learning and Care Team

In addition, the District will calculate the total District-wide staffing allocation for school nurses throughout the District consistent with staffing ratios at MTSS school sites based on the annual enrollment projection received by the District's demographer.

After the staffing allocation discussed above has been determined, staffing assignments will occur using the nursing staff acuity index jointly developed by SCTA and the District and which takes into consideration the following factors: enrollment, unduplicated pupil population, care plans/case management, SDC classes, number of students with IEPs, direct care needs, and per site factor (e.g. travel, distance).

17.8.2 For the 2027-28 school year and thereafter, staffing assignments from the total District-wide allocation in 17.8.1 (g) will include: Schools, Vision and Hearing Team (minimum of two (2)), Pre-School Special Education Team (minimum of three (3)), and Direct Care Diabetes Team (minimum of four (4)). Every effort will be made to identify personnel assignments for bargaining unit members by May 15th for the following school year. The parties agree that it is helpful to the budget development process for FTE assignments to be identified by November 30.

In recognition of the District's dependent charter schools as their own LEAs, and consistent with current practice, staffing for nurses at each of the District charter schools is separate from the District-wide allocation and should reflect parity with the calculations as stated above for the District. A charter school that is an MTSS site in 2025-26 and/or 2026-27 shall each determine total nurse FTE consistent with the MTSS agreement based on the enrollment estimate provided by the dependent charter and confirmed during budget development annually. A charter school that is not an MTSS site in 2025-26 and/or 2026-27 shall each determine total nurse FTE based on a calculation of one per seven-hundred-fifty (750) students based on the enrollment estimate provided by the dependent charter and confirmed during budget development annually. For the 2027-28 school year and thereafter, all dependent charter schools shall each determine nurse FTE consistent with the MTSS agreement.

17.8.3 Additional nursing time may be purchased by special projects and other categorical programs.

17.9 **Speech Language Pathologist (SLP)**

The term Language, Speech and Hearing Specialist (LSHS) is interchangeable with Speech Language Pathologist (SLP). SLP is the term used in California Ed Code; for the CA Licensing Board and the California Speech Hearing Association.

17.9.1 Speech Language Pathologist (SLP) caseload: Elementary or Secondary: caseload is 55 students (inclusive of a maximum of five [5] speech improvement students).

17.9.1.1 Speech Language Pathologist (SLP) caseload: Preschool only (3-5 years): caseload is 40 students (inclusive of a maximum of five [5] speech improvement students).

17.9.1.2 Speech Language Pathologist (SLP) School-age and Preschool Caseload: the caseload shall be reduced proportionally (pre-school students are weighted at 1.375) to reflect the number of preschoolers assigned to Language, Speech and Hearing Specialists. [provides further clarification of 17.9.1 and 17.9.1.1] [ok]

17.9.2 Sections 17.1.6 and 17.1.7 of this Article are understood to apply to the implementation of the above student/ speech and language specialist ratio. The District shall have 15 days at the beginning of each school year to adjust classes to meet the maximums established in 17.9.1 through 17.9.2.

Section 17.6.1(o) of this Article applies to student/speech language specialist ratio. In those instances where the District assigns a case load that exceeds the maximum (outside of the grace period set forth above in the preceding paragraph, certificated staff shall be paid ninety dollars ($90) per day for every day the case load exceeds the maximum.

The District will make every effort to avoid exceeding the maximums.

17.10 Vocational Specialists

17.10.1 The case load for vocational specialists will be 125 students to one (1) specialist calculated on the ten-month average enrollment.

17.11 Child Development Non-management Certificated Personnel

17.11.1 Children's Development adult/student ratios shall be based upon ratios established by federal and state requirements.

17.12 Librarians

17.12.1 For the secondary school sites, no fewer than one (1.0) FTE librarian position shall be assigned to each school site, except opportunity schools. For K-8 schools, no fewer than .5 FTE librarian position shall be assigned to each K-8 school site, except that Rosa Parks K-8 will receive a 1.0 FTE librarian.

17.14 Program Specialist

17.14.1 There shall be one Program Specialist for each 600 special education students or fraction thereof. Each Program Specialist will have a caseload of no more than 600 students.

17.15 **Psychologists**

17.15.1 For the 2025-26 and 2026-27 school years only, the District shall staff school psychologists according to the following:

a. One (1) at John Morse Therapeutic Center
b. Four (4) Pre-School Special Education Assessment Team
c. In addition, the District will calculate the total District-wide staffing allocation for Psychologists per the following based on the annual enrollment projection received by the District's demographer:
    - At MTSS school sites one per five hundred (500) students.
    - At all other non-MTSS school sites one per seven-hundred-fifty (750) students.
    - Assignments will be made per 17.15.2(b) below. No Psychologist will be assigned to more than two (2) separate school sites.

17.15.2 For the 2027-28 school year and thereafter, the District shall staff Psychologists according to the following:

a. One (1) at John Morse Therapeutic Center
b. In addition, the District will calculate the total District-wide staffing allocation for school Psychologists one (1) per five hundred (500) students based on the annual enrollment projection received by the District's demographer. The District will meet with a committee of SCTA-represented psychologists to work out a process for staff assignments taking into account student and school-site need which takes into consideration the following factors: enrollment, unduplicated pupil population, SDC classes, number of students with IEPs, and per site factor (e.g. travel, distance). Staffing assignments from the total

District-wide allocation will include: schools and Pre-school Assessment Team (minimum of three (3)). Every effort will be made to identify personnel assignments for bargaining unit members by May 15 for the following year. The parties agree that it is helpful to the budget development process for FTE assignments to be identified by November 30.

In recognition of the District's agreement and consistent with current practice for dependent charter schools to provide Special Education services to students enrolled at dependent charter schools, the District will include the dependent charter schools' enrollment estimate (provided by the dependent charter school and confirmed at budget development annually) into the calculation of total District-wide FTE for Psychologists. Assignment for Psychologists from the total District-wide pool will include dependent charter schools per the language above. In the event the dependent charter schools initiate a different agreement for Special Education services, the parties will renegotiate this implementation language.

17.16 **Community Schools Training Specialist**:

Each SCUSD Community School shall have a Community Schools Training Specialist, who shall be a member of that school's Community Schools Implementation Team, consistent with the Community Schools MOU.

17.17 **School Social Workers**

17.17.1 In accordance with Education Code, services to students will be provided by certificated staff.

17.17.2 For the 2025-26 and 2026-27 school years only, the District shall staff school Social Workers according the following:

a. The ERMHS social workers/clinicians
b. Two (2) social workers at the Homeless Center
c. One (1) social worker at the LGBTQ Center
d. Two (2) clinicians assigned to Early Learning and Care

17.17.3 In addition to the positions set forth in 17.17 (a)(b)(c) and (d) above, the District will calculate the total District-wide staffing allocation for school social workers based on the annual enrollment projection received by the District's demographer.

- For MTSS school sites consistent with the MTSS agreement
- For all other non-MTSS school sites 1 to 750
- Assignment will be made per section 17.17.5 below

17.17.4 For the 2027-28 school year and thereafter, in addition to:

a. The ERMHS social workers/clinicians
b. Two (2) clinicians assigned to Early Learning and Care

The District will calculate the total District-wide staffing allocation for school social workers at the ratio for MTSS schools as set forth in the MTSS agreement based on annual enrollment projection received by the District's demographer. The staffing allocation shall determine the minimum certificated social worker staff throughout the District excluding the ERMHS social workers/clinicians, and Early Learning Care positions, with the understanding that the actual social worker placement may vary to some extent based on student and school site needs per the assignment process described in 17.17.5 below. Staffing assignments from the total District-wide allocation will include: schools, Homeless Center (minimum of two (2)), and LGBTQ Center (minimum of one (1)).

17.17.5 After the staffing allocation has been determined, staffing assignments will occur by May 15 for the following school year. The District will meet with a committee of SCTA-represented school social workers to work out a process for staff assignment allocation taking into account student and school-site need which takes into consideration the following factors: enrollment, unduplicated pupil population, number of students with IEPs, and per site factor (e.g. travel, distance). Every effort will be made to identify personnel assignments for bargaining unit members by May 15 for the following year. The parties agree that it is helpful to the budget development process for FTE assignments to be identified by November 30.

In recognition of the District's dependent charter schools as their own LEAs, and consistent with current practice, staffing for social workers at each of the District charter schools is separate from the District-wide allocation and should reflect parity with the calculations as stated above for the District. A charter school that is an MTSS site in 2025-26 and/or 2026-27 shall each determine total social worker FTE consistent with the MTSS agreement based on the enrollment estimate provided by the dependent charter and confirmed during budget development annually. A charter school that is not an MTSS site in 2025-26 and/or 2026-27 shall each determine total social worker FTE based on a calculation of one per seven-hundred-fifty (750) students based on the enrollment estimate provided by the dependent charter and confirmed during budget development annually. For the 2027-28 school year and thereafter, all dependent charter schools shall each determine social worker FTE consistent with the MTSS agreement.

17.17.6.1

In the event that assignments change from one year to the next, the parties will engage in good faith to effectuate the assignment change through a process that gives priority to seniority if changes are necessary.

17.17.6.2 It is understood that to avoid subcontracting of SCTA bargaining unit work, and the integrity of the SCTA bargaining unit, the staffing formulas set forth a minimum, rather than a maximum.

17.17.6.3 Where school sites are designated Community Schools, the staffing in this section is in addition to any additional staff established through the Community Schools processes.

17.17.6.4 Additionally, this agreement does not preclude any school site from adding additional social worker hours.

17.18 Multi-Tiered System Support (MTSS)

Design and Implementation of MTSS can be found in appendix?

ARTICLE 18 - ORGANIZATIONAL RIGHTS

18.1 There shall be no reprisal of any member or leader because of organizational activity.

18.2 A full day of release time shall be provided each member of the bargaining team for negotiating sessions conducted during a required workday.

18.3 Members of the Association shall have access to members of the bargaining unit through:

18.3.1 Use of District mail services unless such use is held illegal by a court or administrative body. SCTA agrees to indemnify and hold District harmless from any fines, costs, and expenses incurred by the District in defending U.S. Code Section 1694.

18.3.2 Allocation of reasonable bulletin Board space which is easily accessible to members of the unit.

18.3.3 Assignment of a designated Association mailbox located with those of members of the bargaining unit at each site, when available.

18.3.4 The right to schedule and conduct meetings on District property providing such meetings do not interfere with the educational program and occur at times other than during the instructional day. This does not preclude the Association's representatives from meeting with unit members during their off-duty hours for purposes of consultation.

18.3.5 Access to school facilities according to provisions of the Civic Service Permit Act.

18.4 The District shall make available, upon written request by the Association, any information necessary and relevant to the exclusive representative's duty to represent unit employees. Every effort will be made to deliver such materials as promptly as possible.

18.4.1 The District shall at all times provide the Association president with a copy of the minutes of each meeting of any District-level committee or task force to which Association representatives have been assigned, or of any issued administrative bulletin or memorandum which affects any member of the bargaining unit. The Association president shall receive said copy at the same time as it is initially distributed.

18.5 The Board will provide the organization with a complete Board agenda and minutes at least forty-eight (48) hours before regular Board meetings.

18.6 Names, addresses, and telephone numbers of all District members of the bargaining unit shall be provided to the Association as available. The Board shall provide subsequent updated lists as they become available.

18.7 Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for the Association sponsored programs, annuities, credit union, charitable donations, or any other plans or programs jointly approved by the Association and the Board.

18.8 The District agrees to release not more than two (2) persons designated by the Association for not more than two (2) consecutive semesters to serve on Association business leave. The Association will reimburse the District in the amount of the average hiring-in salary plus the cost of fringe benefits including health, medical/dental/life insurance for each person released for this purpose. During this leave the designated person(s) will continue to be compensated by the District and will retain all rights and benefits as though in regular service.

18.8.1 The Association may elect to waive the right to purchase by reimbursement the medical/dental/life/vision insurance for one or both persons released. The agreed upon release contract between the parties would reflect such waiver.

18.9 Upon the Association's request, the superintendent will meet with Association representatives to review and discuss current school problems and practices and the administration of this Agreement. These meetings will take place at times of mutual convenience to the parties.

18.10 The second Thursday of each calendar month will be established as a professional Association meeting day for teacher involvement in the Association activities and professional meetings or committees. District personnel shall not schedule any after-school meetings on this day to which members of the bargaining unit will be expected to attend or might wish to attend if eligible.

18.11 Members of the unit whose service day extends beyond the teacher's service day may use compensatory time or may reschedule their hours with the approval of their immediate supervisor to enable them to attend to verified Association business.

18.12 Employee Organizational Reports shall be placed among the first three (3) categories on the Board's agenda at each regular meeting of the Board. Topics to be included under this category shall be submitted at the superintendent's office no later than the Tuesday noon preceding the Board meeting. The time allotted the Association to discuss those items placed under Employee Organizational Reports shall not exceed fifteen (15) minutes for all items.

18.13 At the beginning of each school year, the Association shall be credited with fifty (50) days to be used by representatives of the Association for the purpose of meeting its obligations as an exclusive representative. Such days shall exclude those set aside elsewhere in this Agreement or the law for negotiations or grievance processing.

18.14 The Board shall consult with the Association on any matter requested by the Association, or on any District contemplated fiscal, policy, or program modification or improvement which has a potential for effect on any members of the bargaining unit. All such consultation shall be conducted under Board Regulations, "Consultation Process Under Senate Bill 160," adopted April 1977.

18.14.1 Prior to implementation of the Teacher Trainee Program, the District and the Association agree to negotiate those matters not already covered in the Agreement relative to the Program (formerly Article 25).

18.14.2 Prior to implementation of a year-round school plan, the District and the Association agree to negotiate those matters not already covered in the Agreement relative to the plan to the extent that such matters are within the legal scope of bargaining.

18.15 No teacher shall be prevented from wearing insignia, pins, or other identification of membership of the Association either on or off school premises.

ARTICLE 19 - DISTRICT RIGHTS

19.1 The Board on its own behalf, and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitutions of the United States and the State of California, including but without limiting the generality of the foregoing, the rights:

19.1.1 To determine and administer policy.

19.1.2 Subject to the provisions of the law, to hire all employees, to determine their qualifications and the conditions for their continued employment, or their dismissal, demotion, or promotion.

19.1.3 To delegate to the superintendent and other legally appointed officers, the operation of the schools, the executive management and administrative control of the school system, its properties and facilities, including, but not limited to, innovative and experimental exploration in the field of education, experimental and innovative uses of District facilities and experimental and pilot investigation of new educational programs.

19.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities, by the Board, the adoption of policies, rules and regulations, and practice in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

19.3 The District agrees that it will not subcontract out SCTA bargaining unit work without prior notice to and with the written agreement of SCTA. In the event of an emergency, an agreement to subcontract will not be unreasonably denied. "Emergency" for purposes of this paragraph would include a circumstance where the District has posted a position for a reasonable period of time in an effort to provide legally mandated services to students, but has been unable to fill the position. If a position is subcontracted, bargaining unit employees will not be required to cover the duties of the position that has been subcontracted in addition to their own regular duties, except in the case of an emergency.

19.4 Artificial Intelligence (AI) shall not be used to replace bargaining unit positions or to perform work regularly or exclusively performed by bargaining unit members without prior notice to and the expressed written agreement of SCTA

ARTICLE 20 - MENTOR TEACHER

20.1 Two selection committees shall be established to recommend mentor teacher candidates to the Board of Education. The selection committees will recommend alternates to the Mentor Teacher Program if there are more qualified candidates than authorized mentor teacher openings. One selection committee will choose candidates from the K-6 segment, the other committee will select candidates from the 7-12 and Adult segment. Each committee shall be eleven (11) members, each committee shall be comprised of six (6) teachers and five (5) administrators. The committee members shall select from their members a chairperson by a majority vote. The committees shall be called into session, thereafter, as need dictates, but always within one year of the last selection committee meeting. Vacancies on the committee may be filled as needed by the District or the Association.

20.1.1 The selection committees shall develop, adopt, and use such procedures as are appropriate to their tasks. The selection process shall include provisions for evaluating the effectiveness of former and current mentor teachers who are applying for selection.

20.1.2 The Selection Committee's process shall also include an effort to spread equitably mentors throughout the District's schools.

20.2 Any legally qualified classroom teacher may apply for mentor teacher status.

20.2.1 Persons seeking the position of mentor teacher shall meet each of the following qualifications:

a. Is a credentialed classroom teacher with permanent status.

b. Has substantial recent experience in classroom instruction.

c. Has demonstrated exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.

d. Has demonstrated the development of exemplary lesson planning based on goals, objectives, and classroom methodology.

e. Is working as a classroom teacher for at least 75% of the time.

20.2.2 There shall be a proportionate relationship of mentor teachers relative to the number of teachers in each segment identified as K-6, and 7-12, and adult. If either segment cannot utilize its full share of mentor positions (slots) because there are fewer applications than available positions, the excess positions above the number of applications shall be assigned to the other segment committee. If any positions remain after both segments have completed their nominations, the District may institute a second selection process using the same selection committees to utilize the remaining positions after conducting a new application process. The same proportionate relationship shall be used in allocating the remaining positions.

20.3 The selection committees shall begin work not later than March 1 and shall complete their nominations not later than May 2 preceding the school year in which mentors are to begin terms of office. Modifications to the selection process timeliness may be made in years when the State Department of Education or the legislature modifies, reduces or increases funding. Any changes to the selection process timeliness will be approved by SCTA and the District.

20.3.1 Selection committee members shall be provided release time for observation and related evaluation activities. In addition, each SCTA bargaining unit member shall be compensated

at the amount specified on Category F of the extra duty schedule for each year's round of mentor selection.

a. However, if the chair is a teacher, he/she shall be paid at the rate of 1.5 times the amount of Category F and may allocate his/her addition .5 amount to teachers on the committee for extra work provided by such teachers.

b. Teacher alternates shall be paid at his/her current per session rate for each hour beyond his/her service day as assigned by the chair. Such amount of pay shall be deducted from the Category F stipend of the regular mentor selection committee teacher for whom the alternate substituted/

c. A half day of release (may, if required by the Committee Chair) be provided at the outset of the process for any necessary organizational and informational purposes.

d. Unit member committee members shall be paid in full within one month of the completion of the selection process. Actual mileage pay will be reimbursed upon receipt of the appropriate forms.

20.3.1.1 If selection committee meetings are to be held at times outside of the teacher's normal school day, the meetings are not to be scheduled until all teacher committee members have completed their normal school day with sufficient added time necessary for all teachers to reach the agreed upon meeting site. All teacher members of the committee shall be given the opportunity to share equally in remuneration for time served.

20.3.2 A mentor teacher candidate must give permission in writing before committee members may use pertinent personnel file entries in their selection process.

20.3.3 The Association shall select the teacher members of the selection committees.

20.3.3.1 It is agreed that if the Association has not appointed these committee members by January 1 preceding the school year in which mentor teachers are to begin terms of office, the District may implement a committee nomination and selection procedure to fulfill the provisions of this Agreement.

20.4 Persons designated as mentor teachers shall be responsible for developing a plan which may include duties and responsibilities in accordance with the following and subject to consultation and mutual agreement with the supervisor assigned by the superintendent or his designee:

a. The primary function of a mentor teacher shall be to provide assistance and guidance to probationary and temporary teachers. A mentor teacher may also provide assistance and guidance to permanent teachers when the permanent teacher and site administrator mutually agree to that practice.

b. Mentor teachers may provide staff development for teachers and may develop special curriculum.

20.4.1 A mentor teacher shall not participate in the evaluation of teachers.

20.5 Mentor teachers must be allocated an annual stipend of no less than $4,312. This $4,312 must be over and above the regular salary to which the teacher is entitled. Payments shall be made in four (4) equal installments upon submission of appropriate pay claims approved by the mentor teachers' supervisor (contingent upon state funding).

20.5.1 The mentor support funds to support the activities of individual mentor teachers will be available to the mentor upon receipt of an appropriate request documenting the relationship of the proposed expenditures to that individual mentor plan.

20.6 If for any reason a mentor teacher is unable to complete the designated mentoring period, the Board of Education may select a replacement from committee-nominated alternates.

20.6.1 Failure to prepare and submit a contract to the supervisor within 90 days after Board of Education approval shall mean that the mentor is unable to fulfill mentor responsibilities. The mentor teacher will be notified and an alternate mentor appointed.

20.7 All teachers selected in 1990 or thereafter will serve a two-year term plus an additional two-year term provided the mentor teacher fully meets, or has fully met, the agreed upon plan per 20.4. At the conclusion of the second two-year term, a mentor teacher will not be eligible to reapply for a period equivalent to one school year. At the conclusion of this one year hiatus, any former mentor teacher will be eligible to apply. The actual number selected in any one year may be affected by increases or decreases in state funding of the program, and/or by early termination or resignation from mentor teacher status.

20.7.1 Any disputes related to the mentor teacher plan between the mentor teacher and the supervisor shall be reviewed by a mentor peer committee. The rules and imposition for such committee shall be determined by the mentors at a staff meeting. Resolution of disputes shall be final and not subject to the grievance process per Article 4.

20.8 Hours of service outside the regular teaching day shall be determined by the assigned supervisor after consultation and mutual agreement with the mentor teacher. The maximum number of additional hours required shall be determined by dividing the stipend amount by the contract hourly rate for Class C, Step 14.

Example: $165.49 (Class C, Step 14 daily rate) X .1538 equals $25.45. $4,000 (annual stipend) divided by 25.45 equals 157.17 hours.

20.8.1 The mentor teacher shall spend not less than seventy-five percent (75%) of his/her time in the direct instruction of pupils. "Direct instruction of pupils," except as it applies to resource teachers, shall be construed to require a mentor teacher to instruct his or her regularly assigned pupils.

20.9 The mentor teacher shall be reimbursed at the standard rate for each mile traveled on District business provided the teacher turns in the appropriate forms.

20.10 When the mentor teacher is released from his/her regular teaching assignment to perform duties and responsibilities associated with the mentor teacher program, he/she may request a substitute of his/her choice.

20.10.1 Any released time for the mentor teacher may not raise the student-teacher ratio of any other teachers.

20.10.2 No preparation time of any teacher shall be used to provide released time for a mentor teacher, except by mutual agreement of the affected teacher and the site administrator.

20.11 The mentor teacher shall maintain the confidentiality of all information related to the teachers for whom he/she may serve as mentor.

20.12 A mentor teacher shall not be exempt from regular transfer procedures because of mentor teacher designation. The designation, mentor teacher, is excluded as a "compelling" reason to maintain a teacher on a school site.

20.13 The continuance of the mentor program and the number of mentors to be selected each year is dependent upon the funding received by the District from the California State Department of Education for the Mentor Teacher Program.

20.13.1 All financial expenditures for the Mentor Teacher Program shall be confined to the allocations from the State Department of Education designated solely for the Mentor Teacher Program. There shall be no encroachment of the SB 813 Mentor Teacher Program on other District funds.

20.14 The Association and the District shall jointly develop a Mentor Program Contract that shall be signed by the mentor teacher and appropriate District administrator(s). Such contract form shall become part of this Agreement as an appendix.

ARTICLE 21 - ORGANIZATIONAL SECURITY

21.1 Dues Deduction of Members

21.1.1 The right of payroll deduction for payment of organizational dues shall be accorded to the Association.

21.1.2 Any unit member who is a member of the CTA/NEA, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues and initiation fees in the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit member each month for ten (10) months, or one-twelfth (1/12) of such dues for twelve (12) months, as appropriate. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.

21.1.3 Association members who currently have authorization cards on file for dues deduction at the date of this Agreement need not be resolicited. Upon written request from the Association, Association dues and fees shall be increased or decreased without resolicitation and authorization from unit members provided such existing authorizations are legally sufficient.

21.2 Maintenance of Membership

21.2.1 The Association and the District agree that any unit member who is a member of the Association at the time this Agreement becomes effective, or who enrolls during the term of the Agreement, shall maintain such membership from year to year unless revoked in writing between July 1 and July 31 of the year in which this Agreement terminates.

21.3 Agency Fees

21.3.1 Any unit member who is not a member of the CTA/NEA, or who does not make application for membership within thirty (30) days of the operative date of this Article, or within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a fee in an amount authorized by Section 3540.1(i) (2) of the Government Code and consistent with legal requirements. It shall be the sole responsibility of the Association to ensure that such fee is legally determined and legally appropriate.

The fee shall be payable to the Association in one lump sum cash payment within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, or within thirty (30) days from the operative date of this Article.

In the event that a unit member does not pay such fee directly to the Association or qualify as an objector exempt from the fee, the Association shall so inform the District in writing certifying these facts and the correct amount of the fee owed. The District shall begin automatic payroll deduction as provided in Education Code Section 45061, subject to other legal constraints, and under the procedures set forth in Sections 21.1.2 and 21.4.2 of this Article. There shall be no charge to the Association for such mandatory agency fee deductions.

21.3.2 Any unit member who is a member of an organization, group, or religious body, whose traditional tenets, teachings, or integrated set of deeply held values include objections to joining or financially supporting employee organizations shall not be required to join or financially support SCTA/CTA/NEA; except that such unit member shall pay, in lieu of an agency fee, sums equal to such agency fee to a non-religious, non-labor organization, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code. Such payment shall be made on or before the date required for a lump sum payment of agency fees in each school year.

21.3.3 Proof of payment of the charitable funds and a written statement of objection along with verifiable evidence of membership in an organization, group, or religious body, whose traditional tenets, teachings, or integrated set of deeply held values include objections to joining or financially supporting employee organizations pursuant to Section 21.3.2 above, shall be made on an annual basis to the Association and District as a condition of continued exemption from the provisions of Sections 21.1.2 and 21.3.1 above. Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented on or before the date required for a lump sum payment of agency fees in each school year.

21.3.4 The District shall notify the Association when a unit member has complied with the filing requirements required by Section 21.3.3 as an exemption to the agency fee provisions. Such notice shall constitute the District's sole obligation with respect to unit members claiming an exemption. Thereafter, the Association may challenge the claimed exemption through pursuit of a small claims court action, or by initiating other legal action including use of the arbitration procedure contained in this Agreement. In any such proceeding, the District shall serve as a nominal party to ensure standing and to carry out the determination of the court or an arbitrator where a decision directs the District to withhold agency fees as provided in Section 21.3.1. During any such legal proceedings, Section 21.5.1 (hold harmless) shall be fully applicable.

21.3.5 Any unit member making charitable contributions as set forth in Sections 21.3.2 and 21.3.3 above, and who requests that the grievance or arbitration provisions of this Agreement be used in his or her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.

21.4 <u>General Duties</u>

21.4.1 With respect to all sums deducted by the District pursuant to Sections 21.1.2 and 21.3.1 above, whether for membership dues or agency fees, 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, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished.

21.4.2 The District shall not be obligated to put into effect any new, changed, or discontinued deduction of membership dues or agency fees within this Article until the pay period commencing no less than fifteen (15) days after submission of the form to the District.

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

21.5 **Hold Harmless and Indemnity** 21.5.1 The Association agrees to pay the District all legal fees and legal costs incurred in defending against any court action and/or administrative proceeding challenging the legality of these agency fee provisions of this Agreement or their implementation. The Association agrees to pay any damage judgment rendered against the District as a result of these provisions contained in this Article or the District's implementation thereof.

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 22 - PROFESSIONAL GROWTH PROGRAM RELATED TO THE REQUIREMENTS FOR RENEWAL OF CLEAR TEACHING CREDENTIALS

22.1 The Sacramento City Unified School District will implement the Professional Growth Requirements of Education Code Sections 44251 and 44277 which mandate that all new teachers who receive teaching credentials after August 31, 1985, shall complete a minimum of 150 clock hours of professional growth as requirement for renewal of their teaching credential at five-year intervals. The same teachers shall also serve successfully in a certificated position, or its equivalency as determined by the Commission on Teacher Credentialing guidelines, for the equivalent of one-half of a school year during each five-year credential cycle.

22.2 In accordance with the Responsibilities and Rights of Employing Agencies, the following components are a part of the program.

22.2.1 Professional Growth Advisors must possess baccalaureate degrees and valid clear California teaching or services credentials. They shall also possess knowledge/abilities to perform responsibilities identified in the California Professional Growth Manual developed by the State Commission on Teacher Credentialing.

22.3 A list of Professional Growth Advisors, including their job site phone numbers, shall be provided to employees who possess a professional clear teaching credential.

22.3.1 The credential holder has the right to choose his/her own advisor from the above list of such advisors designated by the District. If a credential holder wishes an advisor, other than one designated by the District the credential holder may ask a responsible officer of another agency for permission to consult an advisor who is employed by that other agency or the credential holder may ask the Commission on Teacher Credentialing to approve a Professional Growth Plan or Record of Activities.

22.4 The District will verify that the credential holder has successfully served in a certificated position or another professional capacity for at least one-half of a school year during the five year renewal period.

22.4.1 The service must be rendered for at least five hours per day for at least ninety days, or the equivalent. For part-time employees and substitute teachers, equivalent service may be calculated by counting all hours rendered on behalf of students at the location of service.

22.4.2 The service must be rendered in a position that requires certification.

22.5 The District will implement procedures for verifying completing of successful service, and will provide for the recording of appropriate data.

22.6 It is the responsibility of the credential holder to be familiar with the provisions of the California Professional Growth Manual, September 1985.

22.7 A clock hour for purposes of credited Professional Growth Activities shall be the actual time spent in the activity as defined in the "manual." College, university or equivalent courses shall be credited as defined in the "manual."

22.8 No professional growth advisor or other person shall compel a unit member to include any particular activities in his/her professional growth plan.

22.9 The credential holder is responsible for securing the program advisor's approval of the Professional Growth Plan and the certification of completed activities and must submit the certified form to the Personnel Services Office for recording of credit.

22.10 If a credential holder believes that his/her advisor has taken an action that he/she considers contrary to the terms of the Education Code, the credential holder may seek another advisor or appeal to the Commission on Teacher Credentialing for a final decision.

22.11 A unit member may amend a professional growth plan by adding, deleting or changing any of the original or previously amended goals or proposed activities, or professional growth advisor. The professional growth advisor shall initial an amendment to a professional growth plan that complies with State laws and regulations.

22.12 Advisors may approve only those professional growth plans where each activity fits one or more of the domains of professional growth in education as specified in the California Professional Growth Manual.

22.13 The District will remove any Professional Growth Advisor who has been determined by the District or the Commission to have willfully and arbitrarily violated the provisions of Education Code Section 44277 or Administrative Code Sections 80550 through 80565.

22.14 Following approval by the Professional Growth Advisor, each teacher is to submit a file copy of his/her Professional Growth Plan to the Personnel Services Office/Operations Department.

22.15 The District will discharge the foregoing responsibilities independently of any evaluation under the requirements of the Stull Act, and the Collective Bargaining Agreement.

22.16 A teacher's progress on a Professional Growth Plan shall be assessed independently of the District's Performance Evaluation process. The evaluation processes shall not include reference to the teacher's Professional Growth Plan nor will the growth plan be used in the evaluation process.

22.17 Professional growth activities will qualify for training classification application for salary increments provided such activities meet the qualifications established in Article 12, Section 12.4 through 12.4.4 of the current Collective Bargaining Agreement between the District and the Sacramento City Teachers Association.

22.18 Implementation

22.18.1 For certificated personnel who received their preliminary or clear credential after January 1, 1989, this Professional Growth Program shall be implemented in the Fall Semester 1989 as provided herein.

22.18.2 For certificated personnel who received their credentials between September 1, 1985 and December 31, 1988, this Professional Growth Program shall be implemented as provided herein except that the credential holder and his/her advisor may agree all such activities undertaken by the credential holder during the period of September 1, 1985, through December 31, 1988, shall be applied retroactively.

22.19 The parties agree that the teacher remains liable for knowing of, and satisfying of all relevant legal requirements. Advisors acting in good faith shall be held harmless as they participate in this process.

22.19.1 No bargaining unit member shall be required to serve as an advisor.

ARTICLE 23 - CLASSROOM TEACHER INSTRUCTIONAL IMPROVEMENT PROGRAM

23.1 The purpose of this Agreement is the implementation of the Classroom Teacher Instructional Improvement Program pursuant to Education Code Sections 44700-44705. If, during the terms of this Agreement, the legislature should modify Education Code Sections 44700-44705 or add sections to it, and such modifications(s) affect the provisions in this Agreement, this Agreement shall be reopened for negotiations.

23.2 The right of the District to participate in or not to participate in the Classroom Teachers Instructional Improvement Program shall not be restricted in any way by this Agreement.

23.3 Unit members applying for an instructional improvement grant to the Grant Committee must file an application on the proper District-designed form(s). The District retains the right to prepare and utilize form(s), but prior to their adoption the District shall consult with the Association for the purpose of assuring compliance with this Agreement.

23.4 The Grant Committee shall have a simple majority of classroom teachers. The committee shall be composed of twelve (12) teachers and eleven (11) District-selected personnel, one of whom shall be a principal selected by the superintendent.

23.4.1 The Grant Committee shall establish procedures for the evaluation of grant proposals and for the use of grant funds by grant recipients.

23.4.2 The Grant Committee shall review eligible grant proposals and make recommendations to the Board concerning awards of instructional improvement grants.

23.4.3 The committee shall recommend to the Governing Board of the District a plan for the allocation of the District's funding entitlement for purposes of this chapter, taking into account the areas in the District with greatest need for instructional improvement.

23.4.4 The plan shall include the committee's recommendations for the funding of any grant proposal, and shall specify a grant amount not in excess of two thousand dollars ($2,000) per fiscal year for an individual recipient, or two thousand dollars ($2,000) per fiscal year for each eligible teacher participating in a group proposal.

23.4.5 Members of the Grant Committee shall not receive compensation for participation in Grant Committee activities, except that teacher members may receive release time in order to attend meetings of the Grant Committee upon approval of the superintendent or his/her designee.

23.4.6 Members of the Grant Committee shall serve for two (2) years. The Grant Committee shall annually elect a chairperson from among the members of the Grant Committee. The chairperson shall schedule meetings after consultation with, and approval by, the superintendent or his/her designee.

23.5 Teacher members of the Grant Committee shall be elected by a vote of unit members in the District, conducted by the Association prior to October 1 of each school year.

23.6 The implementation of the Classroom Teacher Instructional Improvement Program is contingent upon the receipt of state funds for the program.

23.7 As a component of any grant, the grant applicant(s) should include the proposed dispensation of materials acquired or developed through the grant.

Equipment and/or support materials obtained through a grant shall remain with the grantee through his/her tenure with the District and shall then revert back to the District.

For grants to multiple grantees, the District shall decide the distribution of equipment and/or support materials, unless such distribution has been stipulated in the original grant proposal.

ARTICLE 24 - SITE-BASED DECISION MAKING

24.1 Statement of Intent

The District and Association agree that it is in the best interest of the Sacramento City Unified School District to cooperatively engage in activities which will result in the improvement in the quality of the learning experience and learning outcomes of students through the development of common goals, a cooperative trusting environment and teamwork. It is agreed that actively and constructively involving all relevant stakeholders contributes significantly toward achieving these goals.

A site is used interchangeably to mean school and/or department.

24.2 Assistance

The District (Superintendent or designee(s)) and Association (President or designee(s)) are recognized as resources to the individual sites and are available upon request by the Site-Based Decision-Making Team (SBDMT) for assistance and support to help each site develop and/or implement a Site-Based Decision-Making Plan. The District Site-Based Decision-Making Committee will also be available for help and support when needed.

24.3 Purpose

The purpose of site-based decision-making teams is to participate in a collaborative decision-making, problem-solving process that seeks to improve the education of students and the quality of the workplace. The focus of site-based decision making shall be mission and student oriented, and data based. The measure of success for site-based decision making will be whether there is continuous improvement in student learning and in the working environment. The process empowers the stakeholders who are affected by a decision to participate in the problem-solving either directly or through their representatives, utilizing the consensus decision-making model.

24.4 Site Teams

Each stakeholder group shall be responsible for selecting their representatives on the SBDMT.

Bargaining unit members at each site are recognized as key stakeholders within the site-based process and as such shall be provided an opportunity to be active participants on the team. The composition of the SBDMT shall be determined by the stakeholders at each site, but in no case shall less than 50 percent of the SBDMT be bargaining unit members. Consensus is the accepted decision-making process for site teams.

24.5 Consensus Decision Making

Consensus is a process whereby each person in a decision-making group can resolve to agree with a decision, even though he/she may not be entirely satisfied with the resolution; it is the process of gaining mutual consent. By agreeing, he/she commits to supporting the resolution and refrains from sabotaging the implementation. Consensus decision are not made by voting. If consensus cannot be reached, the issue or solution shall revert to the status quo until a new, creative solution can be found.

24.6 Site Specific Amendments

It is not the intent of the site-based decision-making process to violate or change the contractual rights of unit members. If any aspect of a proposed plan is contrary to the terms of the collective bargaining agreement, an approval must be obtained from the Association and Board of Education. If such a variance is recommended by the SBDMT and approved as part of the site plan, and if approved by the District and Association policy for variances, it shall be part of the collective bargaining agreement for a specific period of time, for a specific work site and applied to all certificated members at the site.

24.7 Scope of Decision Making

The District and Association agree to mutually develop and review as appropriate the scope of decisions for work sites that affect bargaining unit members and the role of other committees prior to the implementation of the decision-making process.

24.8 Conditions for Enabling Site-Based Decision Making

The District and Association mutually agree to develop guidelines for training, incentives, etc., for bargaining unit members.

24.9 Bargaining Member Selection

The SCTA shall be responsible for developing and applying the guidelines for selection of bargaining unit members who serve on the site teams.

24.10 District-Wide Steering Committee

The District and SCTA agree to participate on a District-Wide Steering Committee that will help coordinate, implement, and support the process of site-based decision making. The composition and membership will be mutually agreed upon and will be proportionally constituted. The purpose of the District-Wide Steering Committee will be mutually agreed to by the membership of the committee.

ARTICLE 25 - SUCCESSOR AGREEMENT

25.1 The parties hereto agree to enter into negotiations of a successor Agreement no later than one hundred and twenty (120) days prior to the expiration of this Agreement. Any Agreement so negotiated shall be reduced to writing after ratification by the parties.

The Association agrees to submit its initial contract proposal no later than the first regular meeting of the Board of Education during the month of February of the year the contract expires.

ARTICLE 26 - DURATION

26.1 This Agreement shall be effective July 1, 2025 through June 30, 2027.

IN WITNESS HEREOF, the Association has caused this Agreement to be signed by its president, or the designee of the SCTA Board of Directors, and chief negotiator; and the Board of Education has caused this Agreement to be signed by its president, attested by its clerk.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT	SACRAMENTO CITY TEACHERS ASSOCIATION
_____	_____
_____	_____
_____	_____
_____	_____
Date	Date

MTSS Appendix

Design and Implementation of MTSS

SCUSD and SCTA remain committed to the design and implementation of Multi-tiered System of Support (MTSS) in SCUSD. The parties have agreed upon a common set of definitions, which are attached as Appendix A. For the purposes of this MOU, MTSS is defined as a comprehensive, systemic approach to teaching and learning delivered in inclusive, culturally sustaining learning environments, this tiered model of instruction and support ensures the academic, behavioral, and social-emotional success of all students.

The parties hereby agree as follows:

A. Design

1. Continuation of the Design Team: SCUSD and SCTA have created a joint MTSS Design Team. The District shall choose its Design Team participants; SCTA shall choose its Design Team participants. The parties may add a mutually-agreed upon facilitator or other participant to help guide and advise the work of the Design Team. Recommendations from the Design Team shall be made by consensus between the parties.
2. If the meetings occur during the regular workday of SCTA participants, up to fifteen (15) SCTA members of the Design Team shall be released from their work duties in order to participate in Design Team meetings. If the meetings occur outside of the regular workday of SCTA participants, up to fifteen (15) SCTA Design Team members will be compensated at their regular hourly rate of pay for time spent in Design Team meetings.
3. The Recommendations of the Design Team shall be advisory and non-binding unless said recommendations are agreed-upon in writing and referred to the negotiation team(s) for bargaining as specified in Subsection C, below.

B. **25-26 Proof of Concept Implementation:** Because of the complexity around the design and implementation of MTSS, the parties recognize that recommendations from the Design Team may occur in phases. Consistent with the phased-in approach to implementation, the parties further agree to the following:

1. 10 Proof-of-Concept Elementary Sites: The parties agree to an initial MTSS implementation at 10 elementary school proof-of-concept mutually agreed to by the parties, commencing with the 2025-26 school year. (See attached, Appendix D.)
2. Each mutually-selected 2025-26 MTSS proof-of-concept elementary school site shall be staffed with the following positions. For positions that are based on ratio, each staffing ratio is calculated based upon the total enrollment of all proof of concept sites (based on-the 2025-2026 Projected Student Enrollment Report, See attached Appendix E) and then assigned based on need through a mutual process between practitioners and department administrators according to student need.
    a. MTSS Specialist
    b. Reading Intervention Teacher (s) [per the November 3, 2024 SCTA-SCUSD MOU]
    c. ~~1~~ School Psychologist 1/500
    d. ~~1~~ School Social Worker 1/500
    e. ~~1~~ School Nurse 1/500

Per the MTSS Position Description, MTSS Specialists will report to the Curriculum & Instruction Department in collaboration with site administration, with one FTE posted, hired, and assigned to each Proof of Concept site for the 25-26 school year.

If a school site has funded additional staff time among reading intervention teachers, school psychologists, school social workers, or school nurses, the staffing ratios set forth above will be in addition to the site funded allocation.

At school sites where the staffing allocation for school psychologists, school social workers, or school nurses is between .6 FTE and 1.0 FTE, staff may be assigned to an additional non-MTSS school site in increments of .2 FTE, providing their total staffing assignment does not exceed 1.0.

The SCTA representatives on the hiring committee for the MTSS Specialists shall be determined by the SCTA representatives at the school site.

The initial posting will follow the Priority Period as set forth in Article 8.5.1 through Article 8.5.1.10 of the Collective Bargaining Agreement. After the initial posting/placement, vacancies that remain will be according to the timelines set forth in the Collective Bargaining Agreement.

3. Behavioral Intervention Specialists: The parties will continue to negotiate over the assignment of behavioral intervention specialists in the context of MTSS.

4. Language Speech Hearing Specialists: The parties will continue to negotiate over the language speech hearing specialists in the context of MTSS and the District's effort to recruit and retain specialists.

5. Space: Each of the selected school sites will provide staff with the appropriate and, where necessary, confidential work space to provide services to students.

6. Teaming Structures: The parties have agreed to implement common Teaming Structures. Each proof-of-concept elementary school site will create the following school-site based teams, with SCTA representatives selected by SCTA:

    a. Site MTSS Leadership Team: The team will consist of the principal or designee, the MTSS Specialist, School Psychologist, School Social Worker, Reading Intervention Teacher(s), and at least one TK/K general education teacher, one primary general education teacher, one intermediate general education teacher, and one Special Education teacher. The MTSS Leadership Team will meet during or after school twice per month for two hours (a total of four hours) with the day and time determined by mutual agreement.
    b. Tier 1 Grade Level/Content Teams: Grade level, grade band, or content specific staff will participate in their corresponding Tier 1 Grade Level or Content Team meetings. The Tier 1 Grade Level/Content Teams will meet the second and fourth Thursday of the month during Thursday Collaborative Time to collaboratively plan, monitor and evaluate Tier 1 instruction, consistent with the agreed-upon guidelines related to Collaborative Time.
    c. Tier 2 Team: The team will consist of the principal or designee, the MTSS Specialist, School Psychologist, School Social Worker, Reading Intervention Teacher (s) and, by mutual agreement, pertinent staff as it relates to the group of students and targeted skill being addressed. The Tier 2

Team will meet at least twice during the month during or after the school day, as mutually agreed upon by the Tier 2 Team.

d. Tier 3 Team: The team will consist of the principal or designee, the MTSS Specialist, School Psychologist, School Social Worker, and at least one of the student's General Education teachers, as well as a Family Representative, and by mutual agreement, pertinent staff as it relates to the group of students and targeted skill being addressed. The Tier 3 Team will meet as needed during or after the school day, as mutually agreed upon by the Tier 3 Team.

e. Compensation: Consistent with the collective bargaining agreement, bargaining unit members will be compensated at the per session rate for MTSS meetings outside of their contractual work or released during the school day with a roving substitute teacher as needed.

f. Pre-service Training: The District and SCTA will jointly develop training that will be made available to the school

7. The Parties agree to work collaboratively and reach agreement on the Common Assurances for MTSS Proof of Concept Sites for the 2025-2026 school year by June 13th 2025.

   Once agreed, the Common Assurances will guide instruction and tiered support for students at the MTSS Proof of Concept Sites.

   The Common Assurances will be rooted in the following core principle:
   Every Student will have access to high quality instruction and interventions matched to their needs in safe, culturally and linguistically responsive learning environments.

8. School Site Training: Prior to the commencement of the 2025-26 school year, the District will facilitate a joint training of at least eight (8) hours including the site administration and the certificated staff that will serve as an introduction to MTSS. The training will be jointly developed by the District and SCTA.

C. **Agreement Between the Parties Regarding Implementation**

a. Flexibility and Evaluation: Recognizing that there may be adjustments and changes to the MTSS teams, including staffing, composition, meeting frequency and other matters based on the lived experience at the 10 proof-of-concept elementary school sites during the 2025-26 school year. Any recommended changes for the implementation sites for the 2026-2027 school year should be informed by site feedback and program effectiveness and must be mutually agreed upon by both parties, in writing, prior to making any changes.

b. **Expansion of proof-of-concept sites:** It is the intention of the parties to use the experience at the proof-of-concept elementary school sites to inform the implementation of MTSS at school sites at the elementary, K-8, and secondary school sites throughout SCUSD. Additionally, the work of the design team may continue, as needed, particularly in making recommendations regarding the implementation of the MTSS at the secondary level. Decisions about the number of school sites and the selection of those school sites for the expanded implementation of MTSS will be made by mutual agreement between SCUSD and SCTA. The parties will make every reasonable effort to determine the number and selection of school sites by May 1st of the school year preceding the beginning of year implementation date.

c. Prior to the implementation of any aspect or phase of the recommendations from the Design Team or adjustments based on the findings from the proof-of-concept sites, the parties shall meet to negotiate over the manner in which the recommendations will be implemented. Any agreement between the parties shall be reduced to writing in an agreement that shall be enforceable under the grievance-arbitration procedures set forth in Article 4 of the Parties' collective bargaining agreement.

D. The parties agree that this MOU sets forth the exclusive process for the design and implementation of MTSS as it relates to the certificated bargaining unit.

For SCTA	For SCUSD
_____	_____
_____	_____
Date	Date

Appendix A - Common Definitions

Appendix D - List of 2025-26 Proof of Concept Sites

- Earl Warren
- H.W. Harkness
- John Cabrillo
- Nicholas
- O.W. Erlewine
- Oak Ridge
- Pony Express
- Suy:u
- Tahoe
- Washington