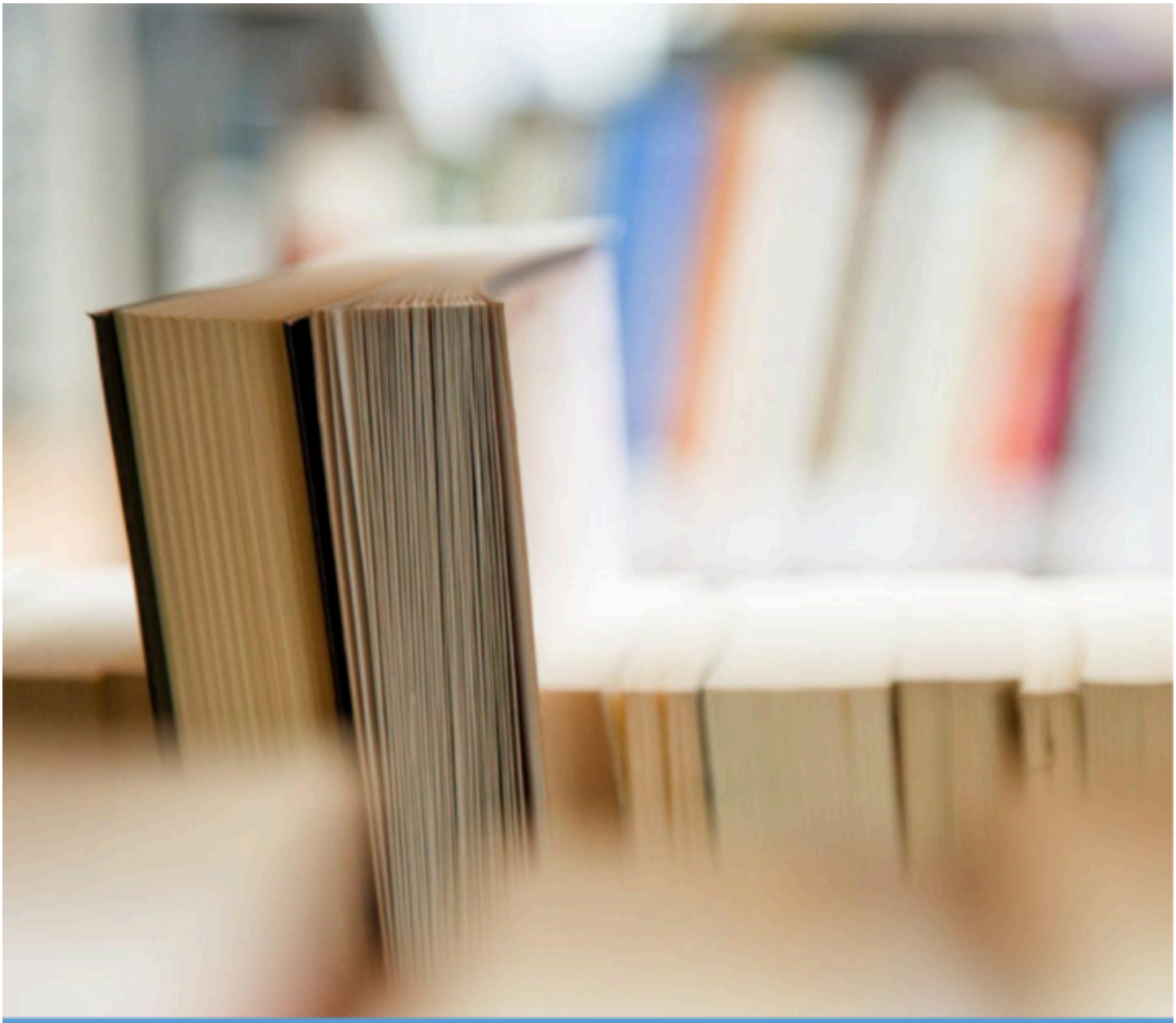


2024-2027

COLLECTIVE BARGAINING AGREEMENT
between the
DISTRICT TEACHERS' ASSOCIATION
And the
BOARD OF TRUSTEES

Los Gatos-Saratoga Union High School District

Updated: June 11, 2026

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ARTICLE 1

RECOGNITION

The Los Gatos-Saratoga High School District (hereinafter “District”) recognizes the Los Gatos-Saratoga High School District Teachers’ Association (hereinafter “Association”) as the exclusive representative for purposes of the Educational Employment Relations Act (Government Sections 3540, et seq., Title I, Division 4, Chapter 10.7) for the unit members in the representation unit comprised of the following certificated positions only:

Regular daytime certificated staff

and excluding all other positions not designated, including but not limited to, Superintendent, District Directors, Principals, Assistant Principals, community education teachers and substitutes. The following is understood by the parties to be a negotiated collective bargaining agreement pursuant to that act.

ARTICLE 2

MANAGEMENT RIGHTS

2.1. General reservation:

The District reserves and retains all powers, rights, authorities, duties and responsibilities conferred upon or vested in it by law that are not inconsistent with this Agreement. In exercising its lawful powers; in adopting policies, rules, regulations, and practices; and in using its judgment and discretion, the District shall be limited only by terms of this Agreement and by applicable law including but not limited to the Educational Employment Relations Agreement (EERA).

2.2. Specific reservations:

The District retains specific rights including but not limited to the following:

A. to determine and administer policy;
B. subject to law, to hire all employees, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote employees;
C. to determine the number and kinds of personnel necessary for the efficient operation of the District and to direct their activities;
D. to put forth new curriculum, in consultation with DTA as provided by the EERA;
E. to build, move or modify facilities;
F. to develop and administer the budget;
G. to determine the methods of raising revenue;
H. to contract out work consistent with this Agreement and legal requirements;
I. to take action on any matter in the event of an emergency; and
J. to delegate to the Superintendent and other legally appointed officers the operation of the schools, the management and administrative control of the school system, its properties and facilities, including, but not limited to experimental piloting and investigation of new education programs.

ARTICLE 3

CERTIFICATED EMPLOYEE RIGHTS

3.1. It is understood and agreed that the members of the bargaining unit retain all rights and responsibilities of certificated unit members granted to them by the law except as limited by the specific and express terms of this Agreement to the extent such specific and express terms are in conformance with the law.

3.2. Non-Discrimination:
The District and the Association agree there shall be no unlawful discrimination threats or imposition of reprisals in employment or promotion because of age (40 and above), ancestry, color, disability (mental and physical), gender, gender expression, gender identification, genetic information, marital status, medical condition, military or veteran status, national origin, political belief, race, religion/creed, sex (including pregnancy, childbirth, breastfeeding or related medical conditions), sexual orientation, or the exercise of rights set forth in the Education Employment Relations Act (Government Code section 3540 et seq.).

3.3. Academic Freedom:
Academic freedom shall be guaranteed to unit members to the full extent of the law. Included in this freedom but not limited to it is the right to study, investigate, present, and interpret facts and ideas related to the course. No teacher's classroom or classroom instruction shall be recorded in any way, shape, manner or form, by any type of electronic device without the expressed prior consent of the teacher. (Ed Code 51512)

3.4. Reimbursement:
Employees of the Los Gatos-Saratoga High School District are responsible for the security of personal property during the course of their employment.

In order that the maximum amount of security might be available, unit members should check with the appropriate supervisor prior to bringing personal property to their job site so the storage space and availability of security can be discussed with the unit member.

An inventory of personal property required for employment such as books, tools, etc., should be maintained and submitted to the District Business Office.

In the event personal property is damaged or stolen, a report of the incident should be completed immediately on Form #4830-A and submitted to the supervisor who in turn will submit the report to the Superintendent.

Hardship cases will be reviewed by the Superintendent for possible restitution.

3.5. Right to Materials:
Members of the bargaining unit may be entitled to copyrights or patent rights to materials or creative developments based on the unit members' own ideas. The details of these rights are set forth in State and Federal law.

3.6. Substitutes:
On a day a unit member is on leave he/she shall have the right to request that a specific substitute be, or not be, assigned to his/her class. Under normal circumstances, unit members shall access the District's substitute system (preferably no later than 6:30 am the day of the absence). All requests for internal subs must go through the principal's office.

3.7. Aides:
The District may consult with unit members concerning the assignment of an instructional volunteer or teacher aide to the unit member. Unit members are encouraged to be involved in interviewing teacher aides and volunteers.

3.8. Student Teachers:
A student teacher shall not be assigned to a unit member without the consent of the unit member and the Chairperson of that department. In consultation with the District, site administrator and department chair, student teachers will be placed at sites after a full placement process has occurred. Student teachers requesting placement are to be directed to the Human Resource Office.

3.9. Discipline Policies:
The unit members at each school are encouraged to provide input to the school's administrators regarding discipline policy development for the school.

3.10. Continued Rights:
Nothing contained in this article shall be construed to restrict or deny to any unit member rights he or she may have under any other law.

3.11. Program Modifications:
The unit members at each school are encouraged to provide input to the school's administrators regarding proposed modifications to ongoing educational programs such as Summer School, Saturday School, or Extended Library hours.

ARTICLE 4

ASSOCIATION RIGHTS

4.1. Right to Represent:
The exclusive representative shall have the right to represent bargaining unit members in employment relations with the District as provided by law.

4.2. Right to Associate:
The Board and the Association recognize the right of unit members to form, join and participate in the lawful activities of an employee organization, and the equal alternative right of unit members to refuse to form, join or participate in employee organization activities.

The District will deduct from the pay of Association members, and pay to the Association the normal and regular monthly Association membership dues as voluntarily authorized in writing by the unit member on the authorization form developed by the Association according to the terms and conditions established in the authorization form and subject to the following conditions:

4.2.1 Such deduction shall be made based upon a list provided by the Association to the District of members who have completed the authorizations developed by the Association

4.2.2 The District shall not be obligated to put into effect any new, changed or discontinued deduction until the pay period commencing fifteen (15) days or more after submission of the information described in section 2.1 above.

4.3. Hold Harmless Clause:

4.3.1 CTA agrees to pay to the District all legal fees and legal costs incurred in defending against any court action and/or administrative action before the Public Employment Relations Board challenging the legality or constitutionality of this Article or their implementation.

4.3.2 CTA shall have the exclusive right to decide and determine whether any such action or proceeding shall or shall not be compromised, resisted, defended, tried or appealed.

4.4. The Association and District agree to furnish to each other any information needed to fulfill the provisions of this Article. The parties agree that membership (adding new members, maintaining current members, or dropping members) is entirely a function of the Association, and no part of this Agreement may interfere with the union membership process.

4.5. Right of Access, Communication, and Use of Facilities:
The Association shall have the right of access at reasonable times before or after class hours, or by approval of the principal or his/her designee to areas in which unit members work, the right to use designated bulletin boards, mailboxes, and other appropriate means of communication, and the right to use designated District facilities at reasonable times for the purpose of meetings concerned with the rights guaranteed in the Educational Employment Relations Act ("EERA"; Government Code section 3540 et seq,) provided that there is no conflict with District-scheduled activities. All of these are subject to reasonable regulations.

4.5.1 Access:
Association representatives, not members of the school staff, shall have the right to come on the school site at reasonable times during the school day for Association matters. Such visits shall be scheduled so as not to cause interruption to the school program.

4.5.2 Communication:
The Association shall be entitled to post notices of Association concern on a staff bulletin board in each school complex. Said bulletin board will be in a high traffic area for certificated staff and will be prominently displayed.

In accordance with the District's Technology Use Policy and in accordance with Education Code §7054 provisions, the use of District equipment shall not be used for the purpose of urging the support or defeat of any ballot measure or candidate including, but not limited to, any candidate for election to the governing board of the District. The Association shall be entitled to the use of mailboxes and the District's email system for communication to unit members regarding matters which involve the Association, and they shall be identified as to their origin. An Association representative shall be responsible for intra-school distribution of said communications, and no cost shall be imposed on the District for such communication. An Association representative shall be entitled to time after the end of faculty meetings upon request.

An Association representative will be allowed, at the beginning of faculty meetings, to alert attendees that there will be brief announcements concerning the general good at the end of the faculty meeting.

4.5.3 Use of Facilities:
The Association may use school facilities for major meetings either before or following unit members' daily period of service, subject to approval of the principal. Such approval shall be granted unless such meetings conflict with previously scheduled use of such facilities, or the buildings are otherwise unavailable for use. Such meetings shall not interfere with the service of the unit member or the school program. Any additional cost that arises from the use of the facilities will be paid by the DTA. Facilities may not be used for activities that charge a fee.

4.6. Board Agendas:
The District shall make available to the Association the Board agenda in advance of each Board meeting. Minutes of the previous meeting of the Board shall be posted after Board approval.

4.7. Bargaining Unit Member Information:

4.7.1 New Bargaining Unit Members:
The District will provide the Association with a list of all newly hired bargaining unit members (both union members and non-union members) on or before September 30 of each year. The District will provide in digital format (Excel or equivalent) the names, home address, grade level/assignment, date of hire, full time equivalent (FTE) status, employment status (i.e., Probationary, Permanent, Temporary, etc.) of newly hired unit members and The District will update this information as new hires occur up until the end of June. The District shall provide updated information to the Association upon request. The District will withhold addresses of unit members who so request.

4.7.2 All Bargaining Unit Members:
The District shall provide the information in section 7.1 for all bargaining unit members (both union members and non-union members) on or before October 31 of each year. Updated information shall be provided to the Association upon request. The District will withhold addresses of unit members who so request.

4.8. Representatives of the Association:
Representatives of the Association shall be designated by the Association. Alternate representatives may be designated. Designated representatives shall be entitled to a collective total of fifteen (15) days per year without loss of pay for Association business. No representative may individually utilize more than five (5) of these fifteen (15) days in any one school year. A request for such release time is to be submitted to the Superintendent for approval five (5) days in advance of the absence. Lesser notice may be allowed on an emergency basis. In addition, representatives of the Association will be granted release time for negotiations and grievance meetings scheduled on duty time according to the EERA.

4.9. DTA President Release Period:
The DTA President will receive a 0.2 FTE release period to conduct DTA business. The cost of the release period shall be shared equally between DTA and the District. The DTA and the District will mutually agree, on an annual basis, the need for a release period.

4.10. Right to Consult:
The exclusive representative of certificated personnel has the right to consult on educational matters as defined in the EERA and the District invites this consultation.

The District shall consult with the Association, upon request of the Association president or his/her designee, on the definition of education objectives, the determination of the content of courses and curriculum, the teaching environment, on matters relating to

District-wide instructional in-service training, the selection of textbooks, and materials to be placed in the schools, to the extent such matters are within the discretion of the public school employer under the law.

4.11. The purpose of sections 1, 2, 5 and 9 of this Article is to implement provisions of the EERA and do not grant additional rights to the Association.

4.12. Association Right to Grieve:
The District Teachers' Association has the right to grieve on behalf of any member any violation of Article IV.

4.13. The District invites and encourages budget inquiries regarding the source, use, and distribution of District funds as essential to maintaining an atmosphere of mutual trust.

4.14. The District invites and encourages DTA to appoint representatives to District advisory committees to help ensure broad and fair consideration of ideas and concerns. Advisory committees will use a consensus building process to develop recommendations to the Superintendent. These recommendations will neither constitute nor substitute for the negotiations process.

4.15. New Bargaining Unit Member Orientation:
The District shall inform each newly employed unit member of their employment status, rights, benefits, duties, responsibilities and other employment-related matters.

4.15.1 Scheduling of Orientation:
The District shall schedule and provide written notice to the Association of the date, time and location of all bargaining unit member orientations/onboarding meetings, by certified or electronic mail, to the Association president and vice president no later than twenty-one (21) calendar days in advance of the annual orientation meeting(s) or ten (10) days in advance of other orientation/onboarding meetings that may occur throughout that year. Notice of all bargaining unit member orientations may be provided in the form of the approved District calendar. If the District is unable to comply with the stated advance notice, the District shall, at the request of the Association, reschedule the orientation/onboarding meeting and provide the advance notice. If, however, the District provides proof that there was an urgent need critical to the employer's operations that was not reasonably foreseeable, the Association shall be provided as much notice as possible.

4.15.2 Association Time Provided:
The Association shall be provided not less than sixty (60) minutes of uninterrupted time to communicate with bargaining unit members at all new bargaining unit member orientations/onboarding meetings. District administration will excuse themselves during Association time.

ARTICLE 5

SALARY AND BENEFITS

5.1. District Medical/Dental/Vision Insurance Contributions:

The District shall provide medical benefits through the California Public Employees' Medical and Hospital Care Act, Government Code 22750 et seq., ("PEMCHA," "CalPERS" or "CalPERS Medical") for unit members and eligible dependents. Unit members will have the choice of plans and benefit specifications as provided by CalPERS. The relevant CalPERS regulations and statutory provisions shall govern this article. The District's participation in CalPERS and the contributions toward medical premiums are established under Government Code Section 22895 and the provisions of this agreement.

5.2. District Contributions to CalPERS Medical Plans:

5.2.1 The District will pay the monthly minimum payment for retirees and active unit members required by Government Code Section 22892(c)

5.2.2 For the 2026-27 school year, the District will contribute to each full-time unit member up to an amount that, when added to the CalPERS mandated minimum, will not exceed the monthly tiered rates for Anthem HMO Select plan (which through December 2026 are: individual = $1,336.29, plus one = $2,672.58, family = $3,474.35). This contribution shall be made monthly while an individual unit member is employed. In addition, the District will contribute to a District-sponsored HRA in the amount of $125 per month for each full-time unit member, and a prorated amount for any part-time unit member, who is the primary subscriber of the District medical plan.

5.2.3 If the Anthem HMO Select premiums increase for the plan year 2026 and there is no negotiated increase in the District's monthly contribution, any monthly increase in premium rates will be paid temporarily by the District and will be accounted for retroactively at the completion of the 2026-2027 bargaining process.

5.2.4 Convene Health Benefits Committee meetings that include DTA bargaining unit members. The purpose would be to investigate and suggest available options for member consideration moving forward.

5.3. Opt-Out Option:

A unit member eligible for full-time medical benefits may decline medical insurance

coverage, subject to CalPERS regulations and local District requirements.

The District will pay an annual contribution of $3600 into a Health Reimbursement Arrangement (HRA) for each unit member selecting to decline medical coverage, provided the individual unit member certifies having alternative medical insurance coverage.

This opt-out provision is not available to part-time unit members working less than 80%.

5.4. Part-Time Unit Members' Coverage:
Part-time unit members shall be eligible to participate in the medical, dental and vision programs per the terms of the contract with each carrier. For unit members employed less than 80 percent (0.8 FTE) of a full-time contract, the District's contribution shall be the same proportion of the unit member's percent of full–time equivalency (e.g., a unit member with a 60 percent contract (0.6 FTE) will be eligible for 60 percent of the District's maximum contribution of the cost of health programs in which the unit member elects to participate). For unit members employed 80 percent (0.8FTE) or more, the District will pay full-time premiums in §2.2 of this Article.

5.5. Affordable Care Act Excise Tax on High-Cost Employer-Sponsored Plans:
By January 1, 2022**,** if the total District contribution for medical benefits as specified in §2 of this article exceeds the contribution limits as established by the Affordable Care Act, the individual unit member will reimburse the District the amount of any penalty or elect a less costly plan.

5.6. CalPERS Minimum Retiree Benefit Vesting Period:
Beginning January 1, 2014, the eligibility for the minimum payment to individuals who retire on or after January 1, 2014 shall be 50 years of full-time District service. This does not affect the Early Retiree Benefits Program referred to as The Plan as outlined in §10 of this Article.

5.7. Domestic Partner Coverage:
The District will provide health benefits for qualified domestic partners of unit members to the same extent, and subject to the same terms and conditions, as health benefits are available to eligible dependents of unit members under this Agreement. This coverage is conditioned upon the domestic partner meeting all the criteria of California Family Code Section 297, and upon the unit member presenting the District with proof that a valid declaration of domestic partnership has been filed according to the above Family Code Section or with any local agency registering domestic partnerships.

5.8. Ceasing Participation in CalPERS Medical:
If the District decides to terminate participation in CalPERS Medical, the District will no longer be liable for the payment of the retiree contribution set forth in subsection 2.1 for those retiring after the notice of termination.

The District will provide notice and opportunity to negotiate with the Association over the replacement plans and District contributions.

5.9. Other Benefits:

5.9.1 Other Benefits:
Effective January 1, 2023, the Dental and Vision plans referred to below in sections 9.2 and 9.3, respectively, shall be the "Premium Plan" provided through the Santa Clara County School Insurance Group (SCCSIG) in both cases.

5.9.2 Vision Benefits:
The District will contribute the full premium cost of Vision Service Plan for full-time unit members and their eligible dependents. Part-time unit members will receive District contributions as detailed in §4 of this Article.

5.9.3 Dental Benefits:
The District will contribute the full premium cost of Delta Dental for full-time unit members and their eligible dependents. Part-time unit members will receive District contributions as detailed in §4 of this Article.

5.9.4 Automobile Mileage:
Unit members who are required to travel in service for the District shall be reimbursed for the use of their automobile at the same rate as the Internal Revenue Service allowance rate. Future changes in this rate shall become effective on the same day they become effective for the Internal Revenue Service. Mileage shall be computed from the unit member's assigned location.

5.9.5 TB Tests:
The District shall pay for the required TB skin test and/or x-ray.

5.9.6 Surviving Spouse Medical Coverage:
The surviving spouse at the time of death of a retiree may continue to participate in the current medical and dental programs of the District, subject to the approval of the carrier, by paying the full cost of the premiums each month to the Business Office.

5.9.7 Liability Insurance:
The District master policy shall provide unit members with liability insurance of not less than $1,000,000/$5,000,000 while in performance of their duties for the District.

5.9.8 Life Insurance:
The District shall pay the premium costs for a $50,000 life insurance policy for unit members employed with the District at least 0.30 FTE.

5.10. Early Retiree Benefits Program:

5.10.1 Qualifications and Definitions

The Early Retiree Benefits Program (hereinafter called The Plan) provides medical, dental, and vision care benefits regularly accorded employees under this contract to qualifying unit members on a shared-cost basis.

5.10.1.1 Eligibility Criteria and Coverage Levels

Hire date* prior to July 1, 2006: Must have served 10 years of full-time equivalent (FTE) service in the Los Gatos-Saratoga Union High School District and be at least age 55. Eligible for up to Employee + Family benefits.

Hire date* July 1, 2006, or after: Must have served 20 years of full-time equivalent (FTE) service in the Los Gatos-Saratoga Union High School District and be at least age 58. Eligible for up to Employee + One benefits.

**First date of paid service in a certificated bargaining unit position. Voluntary separation from the District resets an employee's hire date, but does not impact their total years of service with the District.*

5.10.1.2 FTE Calculation: Service is based on full-time equivalence (e.g., a unit member serving 10 years at a 0.6 FTE assignment accrues 6 years of full-time service).

5.10.1.3 Duration: Benefits are provided until the retiree's 65th birthday, or the current Medicare eligibility age, whichever is later. In the event of the retiree's death prior to the termination of benefit eligibility, spousal and/or dependent/s benefits will continue only through the premium year in which death occurs.

5.10.1.4 Notification: Eligible unit members should notify the District by February 1 of their intent to retire. This timeline is set for the benefit of other unit members and to promote orderly staffing and budgeting.

5.10.1.5 Post-Retirement Dependents: Retirees are responsible for any health care premium costs for any spouses or dependents added after the date of retirement.

5.10.1.6 Ineligible Retirees: Unit members who retire under the provisions of STRS or PERS and who do not qualify for The Plan, may continue to participate in the medical and vision programs of the District, subject to the approval of the carrier, by paying the full cost of the premiums each month to the Business Office

5.10.2 Benefit Structure and Cost Sharing

5.10.2.1 For retirees qualifying for The Plan under §10.1.1 of this Article, The Plan will pay 100% of dental and vision premiums for the retiree and their qualifying dependents. For medical coverage, The Plan will reimburse the retiree's CalPERS Medical premiums for the retiree and their qualifying dependents up to the cost of the Anthem HMO Select plan and according to the cost sharing described in §10.2.2 below.

5.10.2.2 Medical Premium Contributions (Effective July 1, 2026)
The Plan will pay the following percentage of the medical premium based on the age of retirement:

Retiring at age 64:	Plan pays 100%
Retiring at age 63:	Plan pays 98%
Retiring at age 62:	Plan pays 96%
Retiring at age 61:	Plan pays 94.5%
Retiring at age 60:	Plan pays 92.5%
Retiring at age 59:	Plan pays 86.5%
Retiring at age 58:	Plan pays 81%
*Retiring at age 57:	Plan pays 75.5%
*Retiring at age 56:	Plan pays 70.5%
*Retiring at age 55:	Plan pays 66%

*Ages 55–57 are only available to employees hired prior to July 1, 2006.

5.10.3 For retiree medical benefit coverage effective on or before June 30, 2026, cost sharing of both the medical plan premiums and the increases to medical plan premiums will continue to follow the language of the DTA agreement in force on the date of retirement.

5.10.4 General Provisions

5.10.4.1 Vesting: Unit members who resign subsequent to a suspension in order to avoid dismissal proceedings, or who are dismissed for felonious activities, will not qualify for this plan. The Plan is not a vested right.

5.10.4.2 Other Employment: Retirees shall remove themselves from The Plan if they take new employment that offers comparable health benefits.

5.10.4.3 Plan Solvency: The cost of these benefits and the resources necessary to meet obligations under The Plan shall be subject to the annual negotiations process, but costs shall at all times be shared by The Plan and the retiree. Contributions to The Plan, and interest earned, shall remain in The Plan as accumulating funds except when used for the purpose of supporting The Plan. The District and the Association recognize the need for flexibility within the program in order to ensure continuing benefits and to meet future increases in premium costs. The Plan will be reviewed annually, including: (1) the fund balance; (2) the number of current participants; (3) the number of new and prospective retirees joining The Plan; (4) the level of coverage; (5) ongoing program costs; and (6) retiree/District contributions. As it becomes necessary, District funds (lottery or other) will be considered in order to keep The Plan solvent.

5.11. Salary Schedules:

5.11.1 Appendix A: Certificated Salary Schedules for the 2026-2027 school year:

Effective July 1, 2026, the salary schedules shall be increased by five percent (5.00%). An additional eight-tenth of one percent (0.8%) will be used to restructure the salary schedules.

The Appendix A Standard Schedule, which reflects a contract year of 186 workdays of which 180 are instructional days, is attached and incorporated into this agreement.

The Appendix A Extended Work Year Schedule, which reflects a contract year of 196 workdays of which 180 are student attendance days, is attached and incorporated into this agreement.

5.11.2 Appendix B: Other Compensation for the 2026-2027 school years: Unit members' additional compensation will be paid on the basis of Appendix B, which is attached and incorporated into this agreement.

5.11.3 Appendix C: Extra Duty Pay for the 2026-2027 school years: Unit members' additional compensation will be paid according to Appendix C, which is attached and incorporated into this agreement.

5.12. Total Compensation:

Each element of total compensation calculation is expressed in terms of the cost of a

1% salary schedule increase. Increases in funds received by unit members, and in the case of eligible retirees, retiree health benefits, as expended by the District are: Health Benefit Premiums, District STRS Payment, Salary Schedule Increase and Step and Column.

5.13. Advancement on the Schedule

5.13.1 Step advancement shall be contingent upon member's continued professional growth and satisfactory evaluations. A member may not advance if he/she has received two (2) or more unsatisfactory evaluations in one year or has accumulated two (2) unsatisfactory evaluations in successive years. A member shall not receive retroactive payments for those years withheld on the salary schedule. Upon the recommendation of the administration, the Governing Board reserves the right to withhold a salary increment to any certificated employee.

5.13.2 A member may move no more than one column and/or step per year, except that members who are initially placed at the top of a column and have more years of experience than are recognized by that column will receive full credit for years of experience when they accumulate sufficient units to move to a higher column which does recognize additional years of experience.

5.13.3 Column advancement to be determined as follows:

5.13.3.1 Approval: Each course, Continuing Education Units, and Professional Growth Units must be approved by the Assistant Superintendent of Curriculum & Instruction prior to enrolling for a course. Courses that are not approved may be appealed to the Superintendent. Coursework/units accepted for advancement on the salary schedule must have a direct relationship to the member's current or future professional role in education.

5.13.3.2 The District will maintain an electronic form developed in collaboration with DTA for members to fill out for preapproval of course work. The member will receive a response from the district within 10 business days. If denied, an explanation will be provided and the appeal process will be explained in the response. The District will maintain a list of approved and denied courses and programs, accessible from the District's website.

5.13.3.3 When a unit member is first hired, pre-approval is not required for courses that they completed prior to their employment with LGSUHSD as long as the course has a direct relationship to the member's current or future professional role in education. Units must have been obtained at a college or university accredited by a nationally recognized association. Courses with the same content, title and/or catalog number will be accepted only once.

5.13.3.4 Semester Unit - Semester unit(s) granted by a college or university accredited by a nationally recognized association (e.g. National Council for the Accreditation of Teacher Education).

5.13.3.5 Quarter Unit - Quarter unit(s) granted by a college or university accredited by a nationally recognized association (e.g., N.C.A.T.E.). Quarter units will be valued at two-thirds (2/3) of one (1) semester unit.

5.13.3.6 C.E.U. - Continuing Education Unit(s) granted by a college or university accredited by a nationally recognized association (e.g., N.C.A.T.E.). Each C.E.U. will be valued at two-thirds (2/3) of one (1) semester unit and is equal to 10 hours of work per unit.

5.13.3.7 Professional Growth Units- Professional growth units granted by organizations other than a college or university. The coursework must have a direct relationship to the unit member's current role or a role that the unit member is preparing to take on. A maximum of four (4) units per school year (15 hours per unit) may be earned. Unit members must submit an official certificate of completion.

5.13.3.8 To advance on the salary schedule, verification must be submitted to the Human Resources office by October 15. Satisfactory verification shall consist of grade cards or transcripts of coursework completed at a college or university or an official certificate of completion for course work completed at an organization other than a college or university. All coursework must be completed prior to September 1.

5.13.3.9 National Board Certified members who receive notification for full certification before December 31 for work completed prior to the opening of the school year shall receive their stipend retroactive to the beginning of the school year.

5.13.4 Leaves of Absence: A member will qualify for advancement if salary credit for the leave is granted (e.g., sabbatical/teaching leave).

ARTICLE 6

GRIEVANCES

6.1. The purpose of this grievance procedure is to secure, at the administrative level closest to the aggrieved party, expeditious solution(s) to the grievance(s) affecting the welfare or working conditions of the members of the bargaining unit.

6.2. A grievance is an alleged violation of the provisions of this contract, or an alleged violation of written Board Policies or Administrative Regulations, that come within the scope of representation, pursuant to Government Code section 3543.2.

6.3. Only violations of this contract shall be subject to arbitration. Other employer-employee relation matters including, but not limited to those matters for which a specific method of review is provided by law or by Board Policies and Administrative Regulations may, if within the definition of "grievance" in section 2 above, be pursued through the appropriate process as defined below. Actions to develop, challenge, or change the general written policies of the District which are not within the scope of representation must be done under separate legal processes.

6.4. Any member of the bargaining unit may as an individual or on behalf of other unit members process a grievance through the procedure outlined herein. (Unless waived by all parties concerned, names of all aggrieved parties shall appear on all documents related to a grievance.)

6.4.1 All parties to this procedure shall have the right to be represented by a party of his or her choice at any and/or all stages of the grievance process.

6.4.2 A reasonable number of designated Association representatives shall have the right to receive reasonable periods of release time for the investigation and processing of grievances under this article.

6.4.3 Any bargaining unit member may at any time present grievances to the District and have such grievances adjusted without the intervention of the Association as long as the adjustment is reached prior to the appropriate final level of this grievance process and the adjustment is not inconsistent with the terms of this contract, provided that the District shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

6.5. The time limits provided for in this procedure may be changed by mutual agreement of the parties. However, any decision not appealed by the grievant within the time limits above Level I shall be considered settled on the basis of the last decision and not subject to further appeal.

6.6. Definitions:

6.6.1 Working Day: A Working Day is a school day when classes are scheduled.

6.6.2 Grievant or Aggrieved: The Grievant or Aggrieved is a member or members of the unit asserting a grievance or the Association as Grievant or on behalf of an identified unit member or members.

6.6.3 A Party of Interest: A Party of Interest is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

6.7. All Levels of this procedure must be followed and no steps may be skipped. If, however, a grievance arises from administrative action or inaction at a level above the principal or immediate supervisor, the aggrieved shall submit such grievance in writing directly to the Superintendent or Board (as provided in this article) and the Association and the processing of such grievance shall commence at that Level of this process.

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

6.9. GRIEVANCE PROCESS I: ALLEGED CONTRACT VIOLATIONS

Informal Conference:
Before filing a formal written grievance, the grievant must request at least one personal conference with the person responsible for the alleged agreement/policy violation that supports the grievance. The request for conference must be made within ten (10) working days of the occurrence of the alleged agreement/policy violation. The requested conference must be held within ten (10) working days after the request for conference.

6.10. Level I Principal/Designee;
If the grievant is not satisfied with the outcome of the informal conference they may, within fifteen (15) working days after the informal conference, proceed to Level I
The grievant shall present their grievance in writing to the Principal or designee on a form jointly created by the District and Association for this purpose. A copy of the alleged grievance shall be forwarded to the Superintendent or designee whose function is to monitor the processing of grievances. A meeting to discuss the grievance shall be jointly scheduled to occur within five (5) working days of the Principal/designee's receipt of the grievance. The Principal or designee shall communicate his/her decision in writing to the grievant and to the Superintendent or designee within ten (10) working days after receiving the grievance meeting.

6.11. Level II Appeal to the Superintendent:
If the grievant is not satisfied with the disposition of his/her grievance at Level I they may within ten (10) working days after receiving the Level I written decision, proceed to Level II. The grievant shall present their grievance in writing to the Superintendent or designee on forms jointly created by the District and Association for this purpose. The

Superintendent or designee shall communicate his/her decision in writing to the grievant within ten (10) working days after receiving the grievance.

6.12. Level III – Mediation:

6.12.1 If the grievant is not satisfied with the disposition of the grievance at Level II, they may within ten (10) working days after receiving the Superintendent's Level II written decision, proceed to a Level III mediation step.

6.12.2 Representatives of the District and Association shall request the use of the services of a mediator mutually agreed to by the parties or from a list provided by the California State Mediation and Conciliation Service (CSMCS). Any costs of mediation services shall be borne by the District; however, each party shall bear its own costs of representation, if any.

6.12.3 The mediator shall meet with the grievant, any witnesses, any parties of interest, the Association and the District within a mutually agreeable time frame for the purpose of resolving the grievance.

6.12.4 If the grievance is resolved, a written copy of the mediated agreement shall be signed by the grievant, the Association and the District and will be implemented according to the terms of such agreement. Such mediated agreements shall be confidential unless otherwise agreed to in writing by all parties of interest.

6.12.5 If the grievant is not satisfied with the disposition of the grievance, the Association may within ten (10) working days of the mediation session appeal the grievance to Level IV (Advisory Arbitration and Appeal to Board) or Alternate Level IV (Direct Appeal to Board of Trustees) in sections 13 and 14 below respectively.

6.13. Level IV - Advisory Arbitration and Appeal to Board:
If the grievant is not satisfied with the disposition of their grievance at Level III, the Association may within ten (10) working days submit a request in writing to the Superintendent for advisory arbitration of the dispute. The Association and the District ("the parties" for purposes of this Level) shall attempt to agree upon an advisory arbitrator of the dispute.

If no agreement can be reached, the parties shall request the California State Mediation and Conciliation Service to supply a panel of five (5) names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one (1) name remains. A coin toss will determine who strikes first. The remaining panel member shall be the advisory arbitrator. The arbitrator shall, as soon as possible, hear evidence and render a recommendation on the issue or issues submitted to them. (If the parties cannot agree upon a submission statement, the arbitrator shall determine the issues by referring to the written grievance and the disposition thereof at each step.) After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties his/her findings and recommendations.

6.13.1 The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the Association. All other expenses shall be borne by the party incurring them.

6.13.2 The arbitrator will have no power to add to, subtract from, or modify the terms of this Agreement or the Board Policies, rules, or Administrative Regulations, and procedures of the District.

6.13.3 If any question arises as to the arbitrability of a grievance, such question will be ruled upon before proceeding on to the merits of the grievance.

6.13.4 If either party is not satisfied with the recommendation(s) of the arbitrator, an appeal in writing may be made within ten (10) working days to the Board of Trustees. The recommendation(s) of the arbitrator shall be advisory only.

6.13.5 The Board shall consider the written record and make its decision in a timely manner. If, upon review, the Board of Trustees determines a need for more information, that it is unable to render a final determination on the record, it may, but is not required to call witnesses or take action to reopen the record for the taking of additional evidence. The decision of the Board is final.

6.14. Alternate Level IV – Direct Appeal to Board of Trustees:
If the grievant is not satisfied with the disposition of the grievance at Level III, the Association may within ten (10) working days after receipt of the decision file a written appeal with the Board of Trustees. By so doing, the Association and the grievant waive their right to advisory arbitration. The written appeal shall contain the grievance filed at Level I and its disposition at each level. The Board shall consider the written record and make its decision in a timely manner. If the Board determines a need for more information, it may, but is not required to call witnesses or take additional evidence. The decision of the Board is final.

6.15. GRIEVANCE PROCESS II: GRIEVANCES INVOLVING BOARD OF TRUSTEES

6.15.1 If a grievance as defined in Section 2 above is alleged to directly involve one or more members of the Board of Trustees, the process set forth in this Section 15 shall be followed.

6.15.2 Pre-Grievance Informal Conference: Section 9 above shall be followed, provided that the informal conference shall be held with the Board or its designated representative(s).

6.15.3 Level I Formal Grievance: Section 10 above shall be followed, provided that the formal grievance shall be filed with the Board through the Board President and the grievance meeting shall be held with the Board and its designated representatives.

6.15.4 Level II Mediation: If the grievance is not resolved at Level I, the grievant may proceed to the mediation step as set forth in Section 12 above, provided

however, that the Board and its designated representative(s) shall participate in the mediation in addition to the participants listed in Section 12.

6.15.5 If the grievant is not satisfied with the disposition of the grievance at Level II, the Association may within ten (10) working days of the mediation session appeal the grievance to Advisory Arbitration as set forth in Section 13 above.

6.16. **GRIEVANCE PROCESS III: GRIEVANCES INVOLVING BOARD** POLICY/ADMINISTRATIVE REGULATION (BP/AR) AND/OR ARTICLE 3.2 (NON-DISCRIMINATION)

6.16.1 Grievances alleging violations of BP/AR as defined in Section 2 above which contain separate, internal investigation procedures and are also within the jurisdiction of outside administrative agencies shall be subject to the process in this section. This shall also apply if a contractual grievance is filed simultaneously concerning the same matter.

6.16.1.1 Upon the filing of a formal grievance under GRIEVANCE PROCESS I above, the time lines set forth in this Article shall be suspended and held in abeyance pending the completion of investigatory steps contained in the relevant BP/AR.

6.16.1.2 If the grievance is not resolved as a result of the foregoing investigation, the grievant may within ten (10) working days of receipt of the final decision arising from the investigation file a written appeal with the Superintendent as described in Level II (Section 11) above.

6.16.1.3 If the grievant is not satisfied with the disposition of the grievance at Level II, they may within ten (10) working days after receiving the Superintendent's Level II written decision, proceed to a Level III mediation step (Section 12 above).

6.16.1.4 If the grievant is not satisfied with the disposition of the grievance at Level
III (mediation), this contractual grievance process shall have been completed, and the grievant retains their right to seek redress through appropriate administrative agencies (e.g., Department of Fair Employment and Housing [DFEH], Equal Employment Opportunity Commission [EEOC], Public Employment Relations Board [PERB]) and/or judicial processes at their own expense.

6.16.2 Grievances alleging violations of Article 3.2 (Non-Discrimination) shall be subject to the same process set forth in Section 16.1 above.

6.17. General Provisions:

6.17.1 Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents will be prepared jointly by the District and the Association and given appropriate distribution.

6.17.2 A decision rendered at any Level shall be considered final unless an appeal is registered within the time limit specified. If a decision is not given to the aggrieved within the time limit, an appeal may be taken to the next Level.

6.17.3 Any record(s) pertaining to a grievance under Grievance Processes I or II shall be kept in a grievance file separate from the aggrieved' s official personnel file.

6.17.4 All records pertaining to a grievance including any testimony, documentary evidence or official written decisions rendered at any Level of this process shall be confidential unless disclosure is authorized in writing by all parties in interest or as may be required by law.

ARTICLE 7

PROFESSIONAL RESPONSIBILITIES/HOURS

7.1. Professional Responsibilities:

7.1.1. All unit members recognize and embrace the responsibility to devote the time necessary to fulfill their professional responsibilities.

7.1.2. The professional responsibilities of unit members described in this Article shall be guided by the California Standards of the Teaching Profession (or the professional standards applicable to their position). The following standards are currently in place; any modifications or amendments thereto are automatically incorporated here.

(a) Engaging and supporting all students in learning
(b) Creating and maintaining effective environments for student learning
(c) Understanding and organizing subject matter for student learning
(d) Planning instruction and designing learning experiences for all students
(e) Assessing student learning
(f) Developing as a professional educator

7.1.3. Unit members will make use of the electronic student information and learning management systems provided by the District to track and communicate student attendance and learning progress.

7.1.4. Full-time classroom teacher responsibilities shall include:

(a) Five year-long courses or their equivalent
(b) Student tutorial
(c) Preparation period
(d) Professional development
(e) Meetings (e.g., staff, department, collaboration, Individualized Education Plans (IEP), 504, Student Success Teams)
(f) Attendance at Back-to-School Night

7.1.5. The District or each school site will adopt a schedule of meetings for the entire school year by August 1st annually. If changes to the schedule become necessary, this shall be communicated to staff as soon as feasible. The schedule may include the following number of meetings per year in addition to the regular work time which may be used for:

7.1.5.1. Faculty meetings/training (up to 9 per year)*
7.1.5.2. Department collaboration (up to19 per year)*
7.1.5.3. Professional development days (up to 3.0 per year)
7.1.5.4. Certificated work days (up to 3.0 per year)
7.1.5.5. Certificated work days will be used for teacher directed collaboration and individual course preparation.
7.1.5.6. No more than one (1) faculty meeting/training, department collaboration, or Professional Development day shall be scheduled per week, except to fulfill the requirements of a WASC accreditation visit.

* These meetings shall be not longer than 60 minutes on even period days. Days without scheduled meetings shall be available for teachers to complete their professional responsibilities as defined in section 1.2 of this Article. This time shall be teacher directed. The foregoing schedule should be posted on the District website prior to the first day of instruction annually.

7.1.6. Unless an emergency exists, general education teachers shall be given at least 48 hours notice of IEP, 504 or SST meetings. The District shall provide a substitute for the student's teacher if the meeting is to occur during class time.

7.1.7. Leaving Campus: All unit members will notify the school administrative assistant when they leave campus during their assigned workday. This notification may be made electronically, by phone or in person. The sole purpose for providing this notification is to aid in protecting the safety of staff and students, especially in emergency situations.

7.2. Work Year:

7.2.1. The work year for all unit members not listed in Section 2.2 below shall be 186 days, including 180 instructional days. Unit members will be required to report to their sites, no sooner than 8:15 A.M. on the first contracted day of the year, and will be required to remain on site no later than 3:45 P.M. on the last contracted day of the year.

7.2.2. The work year for School Psychologists, Program Specialists, and School Counselors, shall be 196 days. This work year shall include all of the days in the work year described in Section 2.1 above plus 10 additional work days to be scheduled by mutual agreement of the unit member and their supervisor. A unit member's work year calendar shall be established and submitted to the site Principal on or before July 1 of each year but may be subsequently adjusted by mutual agreement of the unit member and their supervisor.

7.3. Extracurricular Duties:

All unit members shall be responsible for extracurricular duties outside the regular workday except School Counselors, School Psychologists, and Program Specialists. Assignments shall be made on an equitable basis and kept to a reasonable minimum.

School Counselors may be assigned up to three (3) evening events per year in lieu of extracurricular duties. School Counselors who are required to attend additional evening events will be paid at the Extra Duty Hourly Rate.

Unit members shall only be placed in situations where there is a reasonable expectation that they will be safe and supported appropriately in their extracurricular assignment. Unit members may request to be reassigned based on a good faith belief that this did not occur and no disciplinary action will be taken.

Each building principal, or their designee, will provide a list of the extracurricular duties at which unit members are needed, at the start of the year and not later than the second week of the fall semester.

The principal or designee, shall establish a committee to review extracurricular assignments. Such a committee will include up to five (5) unit members and/or DTA representatives. The committee will provide input on the assignment process, events that

need coverage, and Instructions or training that staff may need during the event. The list of events/extracurricular duties will be published with unit member assignments by the school administration within the first two weeks of the school year (excluding assignments that take place in August).

7.4. Duty-Free Lunch:
All unit members shall be entitled to a minimum of thirty-minutes duty-free lunch period each day.

7.5. Work Day: On Site Requirement, Accessibility and Meetings:

7.5.1. Full-time unit members will be accessible for students, parents, and administrators during the student instructional day of 8:30 a.m. to 3:45 p.m. at Saratoga High School and 3:55 p.m. at Los Gatos High School, excluding duty-free lunch of at least 30 minutes. In addition, full-time unit members will be on site fifteen minutes before the commencement of their first assigned class, preparation period, or activity, and they shall remain on site fifteen minutes beyond their last assigned class, preparation period or activity. Classroom teachers with a seventh period assignment may elect to be on site thirty minutes before the commencement of their workday in lieu of remaining fifteen minutes beyond their last assigned class, preparation period or activity.

7.5.2. Unit members shall be available, with appropriate notification, for meetings scheduled beyond their teaching, preparation, tutorial, and collaboration responsibilities. The administration and the unit member will make every effort to schedule these meetings at a reasonable time. Unit members will confirm their attendance at Individualized Education Plans (IEP) meetings, 504 meetings, and Student Success Team (SST) meetings by responding to calendar invitations within two (2) work days.

7.5.2.1. All unit members who work an 80% or more assignment are expected to attend regularly scheduled faculty meetings and department meetings.

7.5.3. All unit members, regardless of their FTE, are expected to attend all three Professional Development Days in their entirety as a part of their annual work calendar.

7.6. Teaching Load/Assignment:

7.6.1. Principals have the right to assign unit members as necessary to develop the master schedule. In addition, the following provisions shall apply.

7.6.1.1. The District and DTA have a shared interest in defining a transparent process to assign unit members instructional classes and schedules.

7.6.1.2. Site administrators will work collaboratively with department chairs to develop schedules that make every effort to meet the needs of students.

7.6.1.3. All tentative teaching assignments for the next school year will be made and communicated to unit members prior to the end of the current school year. Any changes made after the close of the current school year will be communicated to affected unit members as soon as possible.

7.6.1.4. The process to design the master schedule and assign unit members will include the following steps:

7.6.1.4.1. Unit members will have the opportunity to submit requests in writing to department chairs for courses and preferred schedule(s) during the spring semester.

7.6.1.4.2. Department chairs will make recommendations to site administrators based on input from department members.

7.6.1.4.3. The site principal has the right to assign unit members to any instructional period that is considered part of the school day and which counts toward the mandated number of instructional minutes.

7.6.1.4.4. Classroom teachers working a 0.8 FTE assignment will not be assigned four instructional periods on one day.

When creating the master schedule, every effort will be made to distribute 7th period classes proportionally among all departments. The School Principal will take into consideration a unit member's request to not be assigned to both a Period 1 and Period 7. Notification of a Period 1 and Period 7 assignment will be made to the DTA President.

7.6.1.4.5. Unit members who disagree with their tentative assignment may request reconsideration by the site principal, whose decision shall be final.

7.6.1.4.6. The parties share a mutual goal in limiting the number of course preparations for any one teacher during each academic year.

7.6.1.4.7. Combined, multilevel courses taught during one (1) period are considered to be one prep.

7.6.1.5. As of the 2022-2023 school year, classes will begin no earlier than 8:30 AM and end no later than 3:45 PM at Saratoga High School and 3:55 PM at Los Gatos High School. Schools will follow any statewide mandate for start/end times.

The daily school bell schedules for each site (which may differ) shall be developed by a committee that includes members of the bargaining unit, and shall be adopted by the District following collaboration with each site's staff to reflect the best interests of students at each site.

7.6.1.6. Class load shall be the equivalent of five (5) teaching periods plus one (1) prep period. Preparation periods are designated for preparation, planning conferring with students, parents, and colleagues. and other occasional activities designated by the site principal

7.6.1.7. Tutorial Period: Tutorial periods are designated for teachers to work with assigned students, and specifically to support course goals, including:

- Provide direct instruction
- Assist students with make up tests and work, and
- Provide one-on-one student instructional support

7.6.2. For alternative program teachers, the number of teaching and other duty assignments may vary and shall be determined by the building principal unless the schedule is determined by an academic institution other than the District.

7.6.3. Teachers assigned at both sites who are required to travel between the comprehensive high schools on an instructional day will be compensate for such travel according to the Extra Pay Schedule (Appendix C), Category B, Step 2 for each full semester of travel, and will receive one-way mileage expenses (rate to be according to current mileage reimbursement in the District). This amount will be prorated for those not required to travel every day. Effort will be made to avoid assignments requiring travel between sites, particularly for teaching assignments on the same instructional day. Members should not be assigned consecutive periods at two different campuses to enable appropriate travel time between the sites, being mindful of the possibility of two different bell schedules.

7.6.4. Teaching Beyond 1.0 FTE Assignment

1.2 FTE positions should not be part of the normal scheduling process. The number of 1.2 FTE assignments at the site in a year will not exceed three (3) unless extenuating circumstances exist. When such circumstances arise, the site principal will provide an explanation of the need for additional 1.2 FTE assignments to the DTA President. The District will attempt to fill a 0.2 FTE position with qualified, part-time certificated staff or external candidates prior to considering a 1.2 FTE assignment. Open 0.2 FTE assignments will be posted both externally and internally for at least 48 hours.

If the external and/or internal search does not yield a qualified candidate, the District may offer a full time member a 1.2 FTE assignment. The District will notify the Association president of the need for a 1.2 FTE assignment prior to offering the position to a full time member.

If the need for a 1.2 FTE assignment arises after the beginning of the instructional year, no external recruitment is required.

All assignments in excess of 1.0 FTE shall be voluntary on the part of the unit member and temporary in nature. If more than one member is interested in the additional 0.2 FTE, the administrator will review the members' qualifications, including the course matter expertise and experience teaching the course and may interview candidates as part of the process. No member should teach a 1.2 FTE more than two years in a row unless there is no other qualified member willing to accept the 1.2 FTE assignment.

Eligibility for a 1.2 FTE assignment shall be limited to fully credentialed unit members (excluding unit members with an intern credential). Permanent teachers will have priority over probationary or temporary teachers. Unit members within the department and school affected by this assignment shall be given priority consideration.

Any unit member who accepts a 1.2 FTE assignment shall be paid twenty percent (20%) of the unit member's per diem rate of pay. This is an "extra duty" assignment which does not qualify for STRS/PERS service credit under the benefit plan as

provided by law and STRS/PERS Regulations.

This additional course may either be during the unit member's preparation period or unassigned period but may not be combined with a unit member's assigned courses or during a paid release period (e.g., PACT, Department Chair, DTA president). A 1.2 FTE assignment does not relieve the unit member of normal extra-curricular supervision or professional responsibilities at the school site, including but not limited to faculty meetings, department meetings and collaboration time.

The District shall retroactively pay teachers hired to teach a 1.2 FTE assignment at twenty percent (20%) of the unit member's per diem 1.2 FTE rate of pay for the days in which they have served as a substitute in the additional section.

If a qualified teacher agrees to temporarily assume the teaching responsibilities for four (4) weeks or more until a 1.2 FTE is assigned, that teacher shall be compensated at a rate of 1.2 FTE for the duration of that temporary assignment. That teacher would assume the responsibilities of lesson planning, communicating with parents/students, and grading assignments until the 1.2 FTE is assigned.

7.7. Emergency Substitute Assignments:
When an emergency occurs in which the building principal is unable to obtain a substitute teacher and asks a certificated employee to serve as substitute, such duty shall be rotated as equitably as possible among the available staff.

7.7.1. If a unit member is required to sub on a prep period, they will be paid at the negotiated teacher substitute rate. In the case of non-teaching members, they will be paid at the negotiated teacher sub rate, regardless of the period.

7.8. Work Disruptions:
There shall be no strike, work stoppage slowdown or picketing during the term of this agreement and such activities shall be unlawful. Any unlawful strike, work stoppage, slowdown, or picketing shall be a violation of this agreement. In the event of this type of violation the District may withdraw any rights, privileges, or services provided for in this agreement or in District policy from any employee and/or the Association.

7.9. Calendar Development:
The District Teachers' Association (DTA) shall be included in the regular calendar development process of the District.

ARTICLE 8

PART-TIME EMPLOYMENT

8.1. Definition:
A part-time unit member is a teacher who teaches fewer than five (5) periods per day.

8.2. Salary:
Salary shall be determined on a pro rata basis according to the ratio of the number of periods taught to a full five (5) period teaching assignment.

8.3. Advance on Salary Schedule:
Qualification for yearly increment and column advancement shall occur on the same basis as for full-time teachers.

8.4. Benefits:
Part-time unit members shall be eligible to participate in the medical, dental and vision programs per the terms of the contract with each carrier. For unit members employed less than 80 percent (0.8 FTE) of a full-time contract, the District's contribution shall be in the same proportion of the unit member's percent of full-time equivalency (e.g., a unit member with a 60 percent contract (0.6 FTE) will be eligible for 60 percent of the District's maximum contribution of cost of health programs in which the unit member elects to participate). For unit members employed 80 percent (0.8 FTE) or more, the District will pay full-time premiums as defined in Article VI, §2.2.

8.5. Sick Leave:
Sick leave days shall be granted on a prorated basis in accordance with the number of periods worked during a school day.

8.6. Extracurricular and Other Duties:
Unit members working less than an 80% teaching assignment will be assigned on a prorated basis by the building principal. For unit members teaching 80% or more, a full share of extracurricular and other duties including a preparation period will be assigned. Extracurricular and other duties for unit members working less than 80% will be assigned on a pro rata basis by the building principal.

8.7. Retirement:
The unit member and employer shall contribute to the State Teachers' Retirement System with the unit member receiving credit on a prorated basis towards retirement.

8.8. Discrimination:
In every relationship with the employer and other certificated staff, the part-time unit member shall be treated as all other teachers are treated, except as provided herein.

8.9. Consecutive Periods:
Hours of assigned duty for part-time unit members shall be consecutive except:

(a) When requested by the unit member and acceptable to the District.

(b) A two-period assignment may have one period in between if the unit member is compensated by three-fifths (3/5) benefits.

8.10. Full Credited Service for Part-Time Work:

8.10.1 Eligibility:

(a) The applicant must have reached the age of fifty-five (55) prior to the reduction in workload.

(b) The applicant must have been employed at least ten (10) years in the Los Gatos-Saratoga High School District as a certificated unit member.

(c) The applicant must have worked full-time the five (5) years immediately preceding the effective date of the reduction in workload.

(d) Approved applicants may participate in this program no more than five years.

8.10.2 Contractual Provisions:

(a) A work time base of a unit member who has been approved for participation shall be reduced from full to not less than half time. “Half time” as used herein shall mean three-fifths (3/5) of full time for one school year or full time for one semester.

(b) Employment and service obligations to the District are considered a part of the unit member’s continuing responsibilities once the unit member is authorized to reduce his/her work load.

(c) The unit member and the District shall submit monthly contributions to the retirement fund based upon the amount the unit member would have earned if he/she were employed full-time.

(d) Part-time employment can be revoked only with the mutual consent of the employer and unit member. In the event that the unit member is terminated for cause, however, the part-time employment option shall be revoked.

(e) The District shall pay for the unit member’s participation in the approved benefit programs, pursuant to the provisions of this article.

ARTICLE 9

REASSIGNMENT AND TRANSFER

9.1. Site-To-Site Transfers:

9.1.1 Unit member Initiated:
All unit members requesting transfer shall follow the procedure as outlined below:

9.1.1.1 Discuss the desired transfer with the Principal of the school to which the unit member is currently assigned.

9.1.1.2 Write a letter addressed to the Superintendent, stating the unit member's desire for a transfer and the reason for the request.

9.1.1.3 File the request with the Human Resources Office no later than April 1.

9.1.2 District and/or School Initiated:

The Superintendent may transfer a unit member so long as such a transfer is in the best interest of the District. Transfers will not be made for punitive purposes.

9.1.2.1 When a transfer is planned, the unit member involved shall be consulted prior to the transfer taking effect. Normally this consultation shall take place well in advance of the final decision. Should there be a need to transfer as a result of an emergency, a reasonable effort shall be made to consult with the unit member and department chairpersons affected prior to the transfer.

9.2. Reassignment within a Site:

9.2.1 The building principal is delegated the authority to reassign unit members within the school site.

9.2.2 The building principal or designee shall consider the recommendations of the department chairperson(s) and unit member(s) potentially involved in the reassignment.

9.3. Criteria:

9.3.1 Transfers and reassignments shall consider the best interests of students and teachers.

9.3.2 Insofar as possible, unit members shall be placed in the department and level at which their experience and training qualify them to be placed.

9.3.3 All other considerations being equal, the least senior unit member in the District or school shall be transferred or reassigned within a site.

The administrators will help every unit member accommodate to a transfer or reassignment. Some measure of compensation may be offered when deemed appropriate by the principal.

ARTICLE 10

SICK LEAVE

10.1. Entitlement and Transfer:

10.1.1 Full-Time Unit Members:

10.1.1.1 A full-time ten (10) month certificated unit member who must be absent from their duties because of illness or injury is entitled to ten (10) days leave per year. Unit members whose contractual assignment is for more than ten (10) months shall be granted sick leave on the same basis—one (1) day per service month.

10.1.2 Accumulation and Transfer:

10.1.2.1 Sick leave not taken may be accumulated from year to year.

10.1.2.2 Sick leave may be transferred in accordance with the provisions of Education Code Section 44979.

10.1.3 Increments for Use of Sick Leave:

10.1.3.1 A unit member whose absence is authorized shall have the following deductions from his or her sick leave for partial absences

Day	Periods Missed (Assigned Instructional Teaching Hours)
0.33	One period (up to two hours)
0.67	Two periods (more than two hours but less than four hours)
1.0	Three periods (more than four hours)

* Up to two (2) hours of instructional (i.e., class time) day – 0.33 day of leave

* More than two (2) but less than four (4) hours of instructional (i.e. class time) day– 0.67 day of leave. To qualify for .67 leave, the unit member must be on campus for at least one (1) class period.

More than four (4) hours of instruction (i.e., class time) – 1.0 day of leave.

For partial day leave of .33, the unit member is responsible for securing coverage for the class from a colleague whenever possible.

10.2. For cause stated in writing, the Superintendent or designee may require a unit member to furnish verification of the necessity for taking sick leave from a licensed medical provider.

PREGNANCY AND DISABILITY LEAVE (PDL)

Definition:
PDL permits a member to take leave for the period during which she is disabled due to pregnancy, childbirth, or a related medical condition.

Eligibility:
Any pregnant unit member that is disabled due to pregnancy, childbirth, or related medical condition is eligible for PDL.

Giving Notice:
To the extent that a member's situation allows, members must contact the District's HR representative as soon as possible to discuss leave options. If the need for the leave is foreseeable, a formal request generally must be submitted to the District 30 days before the beginning of leave; however, if this is not practical, then members must give the District notice as soon as possible.

Duration:
The length of PDL is determined by the member's health care provider and is generally six to eight weeks. PDL may not exceed four months.

While on PDL, the member's sick leave will be charged and the member will continue to receive pay. Members who have exhausted all accrued sick leave will be eligible for differential pay. In the event a member will be returning from PDL during the current school year, the member may elect to retain one day of sick leave for each month remaining in that school year. Members must notify the District's HR representative of their intent to retain sick leave once the end date of their PDL is established.

Health Coverage:
The member's coverage under any group health plan will be maintained by the District on the same basis as coverage would have been provided if the member had been continuously employed during the entire leave period.

Returning from Leave:
Leave members must submit a release to return to work from their health care: provider. A member is generally entitled to be returned to the same position held when the leave started, or to an equivalent position with equivalent benefits, pay, etc.

Salary Step Advancement:
A member's step advancement is unaffected by PDL.

Tenure Track Considerations:
The duration of a member's leave may affect the timing for obtaining tenure. Non-tenured members must work 75 percent of the school year for that year to count towards tenure.

CHILD BONDING LEAVE BIRTH, ADOPTION OR FOSTER CARE PLACEMENT

Definition:

Up to 12 work weeks of child bonding leave occasioned by the birth of the unit member's child or the placement of a child with the unit member in connection with the placement of a child with the unit member through adoption or through foster care as provided by the California Family Rights Act (CFRA) ("Child Bonding Leave"). Child Bonding Leave must be completed within one year of the birth or placement of the child with the unit member. For the "birthing" unit member, the 12-week period will commence after completion of any pregnancy disability leave (PDL). For the "non- birthing" unit member, the 12-week child bonding leave shall commence on the first day of such leave.

Eligibility:

A member must have been employed by the District for at least 12 months in order to be eligible for Child Bonding Leave.

Giving Notice:

To the extent that a member's situation allows, members will contact the District's HR representative as soon as possible to discuss their leave options. If the need for the leave is foreseeable, a formal request generally must be submitted to the District 30 days before the beginning of leave; however, if this is not practical, then members must give the District notice as soon as possible.

Duration:

Up to 12 school weeks within one-year of the birth, adoption or placement of a child.

Eligible members may take up to 12 work weeks of Child Bonding Leave.

Salary:

While on Child Bonding Leave, the unit member may elect to use their accumulated sick leave. If the unit member exhausts their accumulated sick leave prior to the expiration of the 12 week bonding leave, they shall be entitled to differential pay as defined in Education Code section 44977.5 for the remaining balance of the 12 week bonding leave.

Health Coverage:

The member's coverage under any group health plan will be maintained by the District on the same basis as coverage would have been provided if the member had been continuously employed during the entire leave period. Timing of the leave may affect District paid health premiums. If the employee fails to return from the leave for any reason other than the recurrence, continuance, or onset of a serious health condition, or returns for less than thirty (30) days, the District shall have the right to recover its share of premiums paid for maintaining the employee's health coverage.

Returning from Leave:
A member is generally entitled to be returned to the same position held when the leave started, or to an equivalent position with equivalent benefits, pay, etc.

Salary Step Advancement:
A member's step advancement is unaffected by Child Bonding Leave.

Tenure Track Considerations:
The duration of a member's leave may affect the timing for obtaining tenure.
Non-tenured members must work 75% of the school year for that year to apply towards tenure.

CHILD CARE LEAVE

Definition:
Leave without pay for up to one year after the birth of the member's child or the adoption of a pre-elementary age child.

Eligibility:
A member must be tenured.

Giving Notice:
To the extent that a member's situation allows, members will contact the District's HR representative as far in advance as possible.

Duration:
Eligible members may take up to one year.
Members on Child Care Leave do not receive pay.

Health Coverage:
While on Child Care Leave, members may continue to participate in the District's health care plan through COBRA. Members are responsible for paying their own health care benefit premiums.

Returning from Leave:
A member is generally entitled to be returned to the same position held when the leave started, or to an equivalent position with equivalent benefits, pay, etc.

Salary Step Advancement:
Step advancement for members on Child Care Leave may be affected. To advance, an employee needs to work at least 75 percent of the school year, so those who work less than 75 percent may not advance on the salary schedule.

Tenure Track Considerations:
Not applicable as only tenured teachers qualify for Child Care Leave.

FAMILY AND MEDICAL LEAVE (FMLA/CFRA) FOR FAMILY CARE AND MEDICAL LEAVE OTHER THAN PREGNANCY OR CHILD BONDING

Definition:
Up to 12 work weeks of unpaid leave under the Family Care and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA) ("family care and medical leave may be taken for any of the following reasons:

- For leaves related to pregnancy, child birth, or child bonding
- To care for an immediate family member (spouse, child, ward or parent) with a serious health condition; or
- For the member's own serious health condition, which renders the employee unable to perform the essential functions of his/her position.
- The law provides for additional leaves related for members of the military and their families related to care for military member and other qualifying exigencies. Please contact the District's HR representative for more information.

Eligibility:
A member must have been employed for at least a year with the District in order to qualify and must have worked 1,250 hours within the 12 months immediately preceding the leave. Determination for eligibility is based upon the date the leave commences, or is scheduled to commence, not the date the leave request is submitted.

Giving Notice:
To the extent that a member's situation allows, members will contact the District's HR representative as soon as possible to discuss leave options. If the need for the leave is foreseeable, a formal request generally must be submitted to the District at least 30 days before the beginning of leave; however, if this is not practical, then members must give the District notice as soon as possible.

Duration:
Eligible members may take up to 12 work weeks of family care leave.

Health Coverage:
The member's coverage under any group health plan will be maintained by the District on the same basis as coverage would have been provided if the member had been continuously employed during the entire leave period. Timing of the leave may affect District paid health premiums.

Salary Step Advancement:
Step advancement for members on family care leave may be affected. To advance, a member needs to work at least 75 percent of the school year, so those who work less than 75 percent may not advance on the salary schedule.

Tenure Track Considerations:
The duration of a member's leave may affect the timing for obtaining tenure. Non-tenured members must work 75% of the school year for that year to apply towards tenure.

Certification:
The District may require certification from the unit member's health care provider before allowing leave for his/her own serious health condition. The District may also require certification from the health care provider for leave to care for a family member who has a serious health condition, before allowing a unit member leave to take care of that family member. In some rare cases, the District may also require (and pay for) a second opinion.

Returning from Leave:
Members must submit a certification to return to work from their health care provider if the leave was taken for the member's own serious health condition. A member is generally entitled to be returned to the same position held when the leave started, or to an equivalent position with equivalent benefits, pay, etc.

REPRODUCTIVE LOSS LEAVE

Unit members who have been employed for at least 30 days, are entitled up to a maximum of five days of reproductive loss leave for a reproductive loss event, as defined below:

- "Failed adoption" means the dissolution or breach of an adoption agreement with the birth mother or legal guardian, or an adoption that is not finalized because it is contested by another party. This event applies to a person who would have been a parent of the adoptee if the adoption had been completed.
- "Failed surrogacy" means the dissolution or breach of a surrogacy agreement, or a failed embryo transfer to the surrogate. This event applies to a person who would have been a parent of a child born as a result of the surrogacy.
- "Miscarriage" means a miscarriage by a person, by the person's current spouse or domestic partner, or by another individual if the person would have been a parent of a child born as a result of the pregnancy.
- "Stillbirth" means a stillbirth resulting from a person's pregnancy, the pregnancy of a person's current spouse or domestic partner, or another individual, if the person would have been a parent of a child born as a result of the pregnancy that ended in stillbirth.
- "Unsuccessful assisted reproduction" means an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure. This event applies to a person, the person's current spouse or domestic partner, or another individual, if the person would have been a parent of a child born as a result of the pregnancy.

An employee may use annual leave, personal leave, accrued and available sick leave, or time off that is otherwise available to the employee.

Reproductive loss leave does not need to be taken on consecutive days but must be completed within three months of the date of the event. If prior to or immediately following a reproductive loss event, an employee takes Pregnancy Disability Leave or California Family Rights Act/Family Medical Leave Act leave, or any other leave entitlement under state or federal law, the employee shall complete their reproductive loss leave within three months after the end of their other leave.

If an employee experiences more than one reproductive loss event within a 12-month period, reproductive loss leave time is limited to a total of 20 days within a 12-month period which commences on the first day of use of this leave.

Reproductive loss leave is a separate and distinct right from any other right under the California Family Rights Act and the Family Medical Leave Act.

Employers must maintain the confidentiality of any employee requesting reproductive loss leave.

10.3. Catastrophic Leave Bank:

10.3.1 A voluntary Catastrophic Leave Bank has been established for unit members covered by this Agreement who have exhausted their own accumulated sick leave and:

(a) have a serious illness or disability, or

(b) have a calamity in their immediate family requiring their presence.

10.3.2 In order to participate in the Catastrophic Leave Bank, unit members agree in writing to donate one day per year for a minimum of three (3) years. Unit members electing to donate to the Catastrophic Leave Bank must notify the Business Office in writing by September 30th, or within 30 days of start date thereafter

If the Catastrophic Leave Bank is exhausted, it shall be replenished by an automatic contribution of one additional day from each member of the Bank. Members will be notified of any automatic contribution.

10.3.3 Eligible unit members who have previously elected not to join the Catastrophic Leave Bank may change their election by notifying the Business Office in writing by September 30th, or within 30 days of start date thereafter.

10.3.4 Eligibility for an amount of catastrophic leave to be granted shall be governed by the following criteria:

(a) applicant is a current contributing member of the Bank.

(b) adequate evidence of serious illness or disability.

(c) evidence of calamity in the immediate family.

(d) prior utilization of all eligible sick leave.

10.3.5 The initial grant of sick leave by the Committee shall not exceed 20 days. Extensions may be granted by the Committee upon request and demonstration of need by the applicant.

10.3.6 Unused days in the Catastrophic Leave Bank shall be carried over into the Bank that is established for the next academic year.

10.3.7 Members granted days from the Catastrophic Leave Bank have until the end of the school year to use the granted days. Extensions may be granted by the Committee upon request and demonstration of need by the applicant.

10.3.8 (Re-enrollment/Good Faith) If a member receives a grant of 15 days or more, the member will donate one (1) sick leave day for two (2) years in order to maintain membership.

The Catastrophic Leave Bank shall be administered by a Committee consisting of five (5) members designated by the DTA. Decisions of the Committee are final and binding. They are not subject to the grievance procedure.

The committee is responsible for its own internal organization and for establishing internal procedures.

The District Office will set up and maintain the Bank's records, and will provide a report to the DTA President and Committee Chairperson by November 15 each school year to include a list of all members in the bank, the number of days available, and the number of days used in the previous year.

ARTICLE 11

LEAVE

11.1. Personal Necessity:

11.1.1 Unit members may use a maximum of seven (7) days of accumulated sick leave for personal necessity. Personal Necessity Leave shall be limited to circumstances that are serious in nature and that the employee cannot reasonably be expected to disregard, that necessitate immediate attention and cannot be taken care of after work hours or on weekends.

11.1.2 Accumulated sick leave may be used in any school year without prior approval for Personal Necessity Leave for one of the following reasons. (E.C. 44981):

11.1.2.1 Death or serious illness of a member of the employee's immediate family.

11.1.2.2 Accident involving the unit member's person or property or the person or property of a member of his or her immediate family.

11.1.3 Accumulated sick leave may be used for Personal Necessity Leave in any school year without prior approval for the following reasons:

11.1.3.1 Death of a close friend necessitating the presence of the employee.

11.1.3.2 Serious illness of a member of the employee's household.

11.1.3.3 Acts of God rendering employee unit member incapable of reporting to his/her assignment.

11.1.3.4 Serious personal business or need as determined by the unit member.

11.1.4 Personal Necessity Leave shall not be used for extension of holiday and vacation periods except pursuant to Section 1.5 below. For Guidelines regarding processing these requests, see Appendix D.

[Appendix D is attached to and made a part of this Tentative Agreement.]

11.1.5 Personal Necessity Leave for unusual circumstances not specified in other leave regulations may be granted upon the recommendation of the principal and prior approval of the Superintendent or designee.

11.2. Bereavement:

No salary loss or loss of sick leave for five days is allowed in the event of a death in the immediate family of the unit member or spouse/domestic partner of the unit member. Members of the immediate family, as used in this section, means the mother, father, grandmother, grandfather, or a grandchild of the unit member or of the spouse/domestic partner of the employee, and the spouse/domestic partner, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee, or any relative living in the immediate household of the unit member. The bereavement leave days need not be consecutive but must be completed within 3 months of the date of the family member's death.(Ed Code §44985

ARTICLE 12

SABBATICAL LEAVES

12.1. Short-term Sabbaticals:

Upon recommendation of the site principals, the superintendent may grant short-term sabbatical leaves of up to five (5) days to qualified applicants. Approval of such leaves shall be based upon the nature of the request and are subject to the availability of replacement personnel.

12.1.1 Qualifications:

A certificated unit member who has served the District for seven (7) years is eligible to apply for short-term sabbatical leave. Once eligibility has been met, no more than one short-term sabbatical leave per seven (7) year period shall be granted.

12.1.2 Conditions:

A certificated unit member may request five school days for outside professional development activities for the purpose of encouraging professional scholarship. These five (5) days shall be charged to the unit members' sick leave balance. The unit member will complete a written application no later than two (2) months prior to leaving which will include the following;

(a) description of how the activity will benefit students.

(b) a copy of written substitute plans that will be used in the unit member's absence.

12.2. Extended Sabbaticals:

Upon the recommendation of the Superintendent, the Board of Trustees may grant extended sabbatical leaves to qualified applicants. Approval of such leaves shall be based upon the nature of the request and are subject to the availability of replacement personnel and financial resources.

12.2.1 Qualification:

A certificated unit member who has served the District for seven (7) years is eligible to apply for sabbatical leave.

12.2.2 Conditions:

(a) The rate of pay for a certificated unit member on extended sabbatical leave shall be one-half (1/2) the salary of the employee's placement on the schedule (including masters, if appropriate) for the period of the sabbatical.

(b) The certificated unit member will secure and provide a surety bond equal to the employee's salary for the period of the sabbatical leave. The bond will be cleared following the completion of the equivalent of two full-time years of Category I service in the District

ARTICLE 13

PERSONAL LEAVE

A short-term personal leave may be granted to a unit member for reasons not covered under Personal Necessity Leave. Such leaves shall be without pay or with partial compensation at the discretion of the Superintendent or designee. Extended leaves without pay up to one (1) year may be granted by the Board of Trustees.

13.1. Short-term:

13.1.1 The Superintendent or designee may grant a personal leave to a unit member for reasons not covered under Personal Necessity Leave. Such a leave shall be granted without pay. However, depending on the nature of the leave, the Superintendent or designee may grant such a leave with partial pay by compensating the unit member the difference between his/her daily rate of pay and a substitute's daily rate of pay, whether or not a substitute is actually employed to take the place of the unit member on leave. If a substitute is not employed, the amount deducted shall be determined by the minimum set daily rate of pay.

13.1.2 Requests for personal leave shall be submitted to the Principal two (2) weeks prior to the requested leave date. The Principal shall forward the request to the District Human Resources Office with his/her recommendation.

13.2. Extended Personal Leave:

13.2.1 A permanent unit member upon written request may be granted either a partial or a full-time leave of absence without pay on a year-to-year basis for personal or professional reasons as listed below provided such a leave does not adversely affect the educational program of the District. An eligible unit member must submit his/her leave request to the District Human Resources Office on or before February 1. This time line is set for the benefit of other unit members and to promote orderly staffing and budgeting.

13.2.2 Unit members on unpaid leave shall not receive credit for a step change on the salary schedule unless the unit members are in paid status with the District for more than seventy-five percent (75%) of their assignments for a full school year.

13.2.3 The unit member will be entitled to retain health benefits for himself/herself and his/her family while on leave so long as the unit member pays to the District the full cost of the coverage, subject to the insurance carrier's approval.

13.2.4 A unit member who has permanent and full-time employment status with the District and who wishes to temporarily reduce his/her teaching assignment from full-time to part-time employment may make an application to the District Human Resources Office. Each applicant shall have the opportunity to discuss his/her request with the Superintendent or designee. Final action to accept such application for leave of absence with reduced assignment shall be at the discretion of the Board.

13.2.5 A permanent and full-time unit member who is on a partial one-year leave of absence shall have the right of return to the same or similar full-time position held prior to the leave. This right is the same given to any staff member on full-time or regular duty. A unit member on unpaid leave shall notify the District of his/her intent to return from leave or resign by February 1 for full-year or a spring semester leave or by November 1 for a fall semester leave.

13.2.6 Reduced assignment shall not constitute a break in tenure or change in the employee's seniority status.

13.2.7 The unit member on a leave with reduced assignment shall receive salary, advancement, benefits, sick leave, other duties and retirement credit in accordance with Article IX.

13.2.8 An employee may request, and the Board shall have the discretion to grant, an extended personal leave in a second consecutive school year. An extension beyond a second consecutive year will not be granted.

13.3. Examples of Personal Leave:

13.3.1 Study, travel, professional improvement (not covered by sabbatical leave).
13.3.2 Overseas teaching.
13.3.3 Peace Corps or similar service.
13.3.4 Personal health and family hardship.
13.3.5 Victim of domestic violence.
13.3.6 Volunteer firefighter duty.
13.3.7 Teaching out of District.

13.4. Jury Duty:

13.4.1 The Superintendent or designee shall grant a certificated employee jury duty leave upon request. When such a leave is granted, an employee shall receive his/her regular pay.

13.5. Exception:

13.5.1 Unauthorized leave:

13.5.1.1 The unit member's daily rate of compensation shall be charged against the annual salary for all unapproved personal absences. Unauthorized leave is defined as non-performance of those duties and responsibilities assigned by the Superintendent or designee including all duties and responsibilities as defined by the Education Code, rules and regulations of the State Board of Education and policies and regulations of the Los Gatos-Saratoga High School District.

13.5.1.2 Beginning on the first day of unauthorized leave, no warrant shall be drawn in favor of any unit member who has not faithfully performed all duties prescribed.

13.5.1.3 A unit member shall receive as salary only that amount which bears the same ratio to the established annual salary as the time served bears to the required days served.

13.5.1.4 Unauthorized leave may have an adverse impact on the unit member's service credit for CalSTRS or CalPERS purposes.

ARTICLE 14

SAFETY CONDITIONS

14.1. The District will exert appropriate efforts to ensure that all unit members are provided a safe and orderly working environment in accordance with applicable safety

14.2. Physical Safety and Working Conditions

14.2.1. All indoor workspaces and classrooms shall have proper ventilation and lighting.

14.2.2. All indoor workspaces and classrooms shall have a working heating system. All indoor workspaces and classrooms, except those designed for physical education classes (e.g., gymnasiums, weight rooms, locker rooms) shall have a working air conditioning system. The District shall make every effort to ensure that indoor classroom temperatures remain between 65 and 82 degrees Fahrenheit to provide an environment conducive to teaching and learning.

14.2.3. Unit members shall observe reasonable safety precautions and report any unsafe physical conditions in buildings or on school premises. Reports should be made orally to the Principal as soon as the condition is recognized, followed by a service request submitted through the District's facilities ticketing system at the earliest possible convenience. The District shall assess reported conditions promptly and correct any identified hazards. If unsafe conditions exist, the District will endeavor to find an alternative and available suitable space.

14.2.4. Any unit member who is the victim of an assault or battery related to their employment shall orally report the incident to their Principal or immediate supervisor as soon as possible, followed by a written report. The Principal or immediate supervisor is responsible for reporting the incident to the Superintendent's office and other relevant authorities promptly. The District shall provide non-confidential information related to the incident upon request by the affected unit member(s). Affected unit members may seek reimbursement from the District for damages to eyeglasses, hearing aids, or articles of clothing. The claims shall not be less than ten dollars ($10) or more than one thousand dollars ($1,000).

14.3. Harassment and Threats

14.3.1. The District has an affirmative obligation to investigate and address harassment on District grounds, in District facilities, District activities or events, and/or in the use of District electronic/digital systems and platforms.

14.3.2. The District shall, pursuant to Board policy and state and federal law, take steps to prevent harassment and threats against employees on District grounds, in District facilities, District activities or events, and/or in the use of District electronic/digital systems and platforms.

14.3.3. All complaints related to discrimination and harassment, including those referred to in sections 3.1 and 3.2 above, shall follow the procedures set forth in applicable Board Policies and Administrative Regulations (i.e., BP/AR 4119.2 and 4030).

14.3.4. Unit members are encouraged to report unsafe conditions related to assault or threats of bodily injury on District grounds, in District facilities, District activities or events, and/or in the use of District electronic/digital systems and platforms in writing to their immediate supervisor or to Human Resources, who will acknowledge receipt in writing within three (3) working days. If the District concludes such threats have not occurred, the District will offer a meeting to the unit member to explain its determination.

14.3.5. If the District determines that a unit member is being threatened due to their employment on District grounds, in District facilities, District activities or events, and/or in the use of District electronic/digital systems and platforms, either the District or the Association may request a meeting to review the supports available to the affected member. In cases where the unit member's safety is deemed at risk, the District shall take action within the District's purview and jurisdiction under state and federal law.

14.4. California Public Records Act (CPRA) Requests

14.4.1. If a California Public Records Act (CPRA) request involves an impacted member, the District shall protect the member's identity and personal information to the fullest extent allowed by law.

14.4.2. The District shall notify the Association and impacted unit member(s) before the District produces documents in response to any California Public Records Act Request (CPRA) for individually identified unit member(s) provided that such prior notice shall not impede or interfere with the District's compliance with statutory timelines. The District shall not release information regarding unit members that is exempt from disclosure in state and federal law, including but not limited to, the CPRA.

14.4.3. If a unit member is required to assist with document production in response to a CPRA request, the District will compensate the member at the extra duty rate for a reasonable amount of time to be agreed upon in advance by the member and the District.

14.5. Site administration shall convene the Safety Committee at least twice a year to review safety policies and discuss improvements to ensure a safe environment for all employees. The Safety Committee will make recommendations for improvements to the site administrator and/or Superintendent. DTA will appoint three (3) members to each school site's Safety Committee.

ARTICLE 15

CLASS SIZE

15.1. The District and DTA are committed to ensuring that class sizes, overall student contacts and class size balances are considered throughout the staffing process in order to provide an optimum learning environment for all students.

15.1.1. The District agrees to meet with and furnish the President of the Association with a written report showing the number of each teacher's student contacts by the end of the fifth full week of student instruction.

15.2. The principal shall allocate sections in such a manner as to ensure that all district, contractual and legal requirements with regard to class size are met.

15.3. Prior to the final allocation of sections, and upon request by the department chairperson(s), the site principal or his designee shall consult with their department chairpersons regarding class size.

15.4. Staffing Ratio: The staffing ratio is the total student enrollment divided by the number of Full Time Employee (FTE) classroom teachers hired by the District with general funds. Special Education teachers will not be included in calculating this ratio.

15.5. Total Student Contacts:

15.5.1. Student assistants and tutorial students are not included in this calculation for the total student contacts. If a teacher has the same student in more than one period, each period is counted as a separate student contact. All calculations in this provision will be based on a teacher teaching 5 sections. Release periods will not be included as teaching sections for the purposes of this calculation. If a teacher is not 1.0 FTE, the calculations should be on a prorated basis.

15.5.2. Unless modified by the subsections below, the parties endorse a mutual goal to maintain total student contacts for 1.0 FTE general education teachers at or below 165 by the end of the fifth full week of classes. When a 1.0 FTE general education teacher's total student contacts exceeds 165 during or after the sixth full week of classes, the teacher shall be compensated at a rate of $5.00 per excess student contact for each school day the overage exists during or after the sixth full week.

15.5.3. For Physical Education, Performing Arts, Journalism, Robotics, and Leadership classes, this mutual goal shall be to maintain total student contacts below 230 per 1.0 FTE by the end of the fifth full week of classes. When a 1.0 FTE Physical Education, Performing Arts, Journalism, Robotics, and Leadership teacher's total

student contacts exceeds 230 during or after the sixth full week of classes, the teacher shall be compensated at a rate of $5.00 per excess student contact for each school day the overage exists during or after the sixth full week. Marching bands and associated ensembles or classes composed primarily of an athletic team shall be excluded from the mutual student contact goals listed in this paragraph.

15.5.4. For Alternative Program Teachers (NOVA), this mutual goal shall be to maintain total student contacts at or below 125 per 1.0 FTE by the end of the fifth full week of classes. When a 1.0 FTE NOVA teacher's total student contacts exceeds 125 during or after the sixth full week of classes, the teacher shall be compensated at a rate of $5.00 per excess student contact for each school day the overage exists during or after the sixth full week.

15.5.5. The number of students enrolled in the class shall not exceed the number of workstations by the end of the fifth full week of student instruction to ensure safety of students and staff. A workstation in a classroom is defined as an assigned location with equipment, tools, apparatus, or appliances where a student normally spends the majority of class time performing the operational functions necessary to meet the performance objectives and goals of the course.

15.5.6. Unless modified by the subsections below, the parties endorse a mutual goal to maintain an average caseload of 340 students or below per 1.0 FTE for School Counselors by the end of the fifth full week of classes. When the average caseload among all School Counselors at a site exceeds 340 during or after the sixth full week of classes, each of the counselors at that site shall be compensated at a rate of $5.00 per FTE per excess caseload for each school day the overage exists during or after the sixth full week.

5.6.1. For School Counselors assigned to the NOVA program, the parties endorse a mutual goal to maintain an average caseload of 40 students or below per 1.0 FTE by the end of the fifth full week of classes. When the average caseload among all School Counselors in the NOVA program exceeds 40 during or after the sixth full week of classes, each of the counselors in the program shall be compensated at a rate of $30.00 per FTE per excess caseload for each school day the overage exists during or after the sixth full week.

5.6.2. For School Counselors assigned to the SVCTE, Middle College, and/or College Advantage programs, the parties endorse a mutual goal to maintain an average caseload of 125 students or below per 1.0 FTE by the end of the fifth full week of classes. When the caseload exceeds 125 students per 1.0 FTE during or after the sixth full week of classes, each of the counselors in

the program shall be compensated at a rate of $5.00 per excess caseload for each school day the overage exists during or after the sixth full week.

15.6. Overage payments shall begin accruing on the first day an overage exists during or after the first full week of classes. Affected staff members will notify their principal via email as soon as such an overage exists. Failure to provide such notice shall not waive the staff member's right to compensation as provided in this section.

15.7. Compensation for student contact and caseload overages shall be paid after the end of each semester, on or before January 31 and on or before June 30.

ARTICLE 16

PROFESSIONAL PRACTICE

Instructional Support, New Teacher Induction & Evaluation:

The Association and the District are continuously striving to provide the highest possible quality of education. Therefore, the parties agree to cooperate in the design and implementation of programs to improve the quality of instruction through professional development, instructional support, feedback and evaluation. Teachers are viewed as valuable professionals who deserve to have the best resources available provided to them to support continuous improvement, professional development and performance.

16.1. Evaluation:
The site administration of each high school shall have the responsibility for evaluation of unit members.

16.1.1 A unit member assigned to more than one school shall be evaluated by the site administrator of the school where the teacher has the majority of the assignment, except for Teachers on Special Assignment, who shall be evaluated by an administrator at the site where they serve in a classroom role. If a unit member is assigned equally to two schools, then the evaluation will be done by the site administrator of the teacher's choice. In all cases, any site administrator for whom the teacher serves will provide input to the teacher's primary evaluating site administrator.

16.1.2 Teachers transferred from one school to another will maintain the same evaluation category as given by the principal site administrator at their previous school.

16.2. Evaluation of all certificated staff covered under the provisions of the Negotiated Agreement between DTA and the Los Gatos-Saratoga High School District Board of Trustees shall be an on-going process. Evaluation shall focus on the unit member's (hereinafter called member) areas of responsibility which include:

16.2.1 Instruction and professional responsibilities (3.1.1-3.1.6 are based on the California Standards for the Teaching Profession (CSTP))

16.2.1.1 Engaging and supporting all students in learning.

16.2.1.2 Creating and maintaining effective environments for student learning.

16.2.1.3 Understanding and organizing subject matter for student learning.

16.2.1.4 Planning instruction and designing learning experiences for all students.

16.2.1.5 Assessing student learning.

16.2.1.6 Developing as a professional educator

16.3. Verifiable sources of information used for evaluations may include but are not limited to:

16.3.1 Written and shared reports of classroom observation.

16.3.2 Signed documents from students, parents, or chairpersons, shared with the

member prior to the evaluation.

16.3.3 Commendations from professional organizations and other community sources.

16.4. Evaluation Definitions, Process and Timeline.

Non-permanent members participate in the Traditional Evaluation Cycle each year. The ongoing process of evaluation for permanent members occurs in a four-year cycle for the first two phases, after which members transition to the five-year cycle for phase three according to the following table:

Employment Status	Phases	Year	Type of Evaluation
Non-Permanent Employees	New Hire Phase	All Years	Traditional Evaluation
Permanent Employees	Permanent Phase 1: 4-year cycle	Year 1	No Evaluation
		Year 2	Personalized Professional Growth Evaluation
		Year 3	No Evaluation
		Year 4	Traditional Evaluation
	Permanent Phase 2: 4-year cycle	Year 5	No Evaluation
		Year 6	Personalized Professional Growth Evaluation
		Year 7	No Evaluation
		Year 8	Traditional Evaluation / Alternative Evaluation
	Permanent Phase 3: 5-year cycle	Year 9	Personalized Professional Growth Evaluation
		Year 10	No Evaluation
		Year 11	Personalized Professional Growth Evaluation
		Year 12	No Evaluation
		Year 13	Traditional Evaluation / Alternative Evaluation
	5-year cycles would continue beyond Year 13		

Principals reserve the right to place a member on Traditional Evaluation or on Special Evaluation when one or more areas of concern related to the California Standards for the Teaching Profession have been identified by an administrator. The member being placed on a special evaluation cycle for the following school year must be informed not later than 30 days before the last school day scheduled on the school calendar adopted by the governing board.

16.4.1 Traditional Evaluation Cycle

The traditional evaluation is conducted by an administrator, includes formal observations as well as regular informal observations, and culminates in a written summative evaluation.

16.4.1.1 Professional Growth Goals

Members participating in the traditional evaluation process will complete the Professional Growth Goals Form and submit it to the principal (or designee) not later than October 15. The goals developed by the member must be based on the California Standards for the Teaching Profession and be connected in some way to the goals contained in the district's strategic plan, the district's Local Control and Accountability Plan (LCAP), the school's WASC action plan, and/or the school's Single Plan for Student Achievement (SPSA).

The member will work on achieving the goals throughout the school year, with support from the principal (or designee).

Members participating in the traditional evaluation process must submit the completed Professional Growth Goals Reflection Form to the principal (or designee) no later than April 15.

The Professional Growth Goals and Reflection Form will be developed collaboratively between DTA and the District.

16.4.1.2 Formal Observations

For permanent members there will be a minimum of one formal observation per semester. For non-permanent members there will be a minimum of two formal observations in the first semester and a minimum of one formal observation in the second semester lasting a minimum of 30 minutes. Formal observations will occur on mutually agreed upon dates and times. If a teacher or administrator cannot meet at the mutually agreed upon date and time, the administrator will contact the member within two instructional days to determine a new mutually agreed upon date and time for the observation. Formal observations of classroom teachers will take place in an instructional setting. Formal observations of non-classroom unit members will take place in a setting that allows the administrator to observe the member's work with students, staff, and/or parents. A post-observation meeting will be held within 10 instructional days following the formal observation. The administrator will

provide the unit member with a written observation report following this meeting.

16.4.1.3 Summative Evaluation

The traditional evaluation cycle culminates in a written summative evaluation that summarizes observations, data, and other information collected as part of the cycle.

The summative evaluation for permanent members will be completed and transmitted to the member no later than 30 days before the last school day scheduled on the school calendar adopted by the governing board for the school year in which the evaluation takes place. The administrator and the member will meet to discuss the summative evaluation before the last day of school.

The summative evaluation for non-permanent members will be completed and transmitted to the member by March 1. The administrator and the member will meet to discuss the summative evaluation before the last day of school.

16.4.2 Alternative Evaluation Cycle

The alternative evaluation cycle may take place in lieu of the traditional evaluation cycle. It is conducted at the request of the member and approval of the principal, includes a mutually agreed upon professional growth plan or project, and culminates in a written summative reflection from the member and written feedback from the principal (or designee).

To participate in the alternative evaluation cycle, a member must have received an overall rating of Meets or Exceeds Standards on their most recent traditional evaluation as a permanent employee, and the member must complete the Alternative Evaluation Form and obtain the principal's signature not later than October 15. The plan or project developed by the member must be based on the California Standards for the Teaching Profession and be connected in some way to the goals contained in the district's strategic plan, the district's Local Control and Accountability Plan (LCAP), the school's WASC action plan, and/or the school's Single Plan for Student Achievement (SPSA).

Members participating in the alternative evaluation cycle must submit a completed Alternative Evaluation Self Reflection Form to the principal not later than April 15. The principal (or designee) will add their feedback to the form and transmit it to the member not later than 30 days before the last school day scheduled on the school calendar adopted by the governing board for the school year in which the evaluation takes place.

A member who fails to complete a professional growth plan or project during an alternate evaluation cycle shall be placed on the special evaluation cycle the subsequent school year. The member may not request to participate in the alternative evaluation cycle until they receive an overall rating of Meets or Exceeds Standards on the special evaluation cycle.

16.4.3 Personalized Professional Growth Evaluation Cycle

The personalized professional growth evaluation cycle includes setting personal professional growth goals in the fall, working to achieve those goals throughout the school year, and reflecting on the progress made toward meeting the goals in the spring.

Members participating in the personalized professional growth evaluation process will complete the Professional Growth Goals Form and submit it to the principal (or designee) not later than October 15. The goals developed by the member must be based on the California Standards for the Teaching Profession and be connected in some way to the goals contained in the district's strategic plan, the district's Local Control and Accountability Plan (LCAP), the school's WASC action plan, and/or the school's Single ePlan for Student Achievement (SPSA).

The member will work on achieving the goals throughout the school year, with support from the principal (or designee).

Members participating in the personalized professional growth evaluation cycle must submit the completed Professional Growth Goals Reflection Form to the principal (or designee) not later than April 15. The principal (or designee) will add their feedback to the form and transmit it to the member not later than 30 days before the last school day scheduled on the school calendar adopted by the governing board for the school year in which the evaluation takes place.

16.4.4 Special Evaluation Cycle

The special evaluation cycle is initiated by the principal, includes a formal support plan and the completion of a traditional evaluation cycle. A member will be placed on a special evaluation cycle when there are difficulties in one or more areas of responsibility that require special attention and support.

A member who is participating in a traditional evaluation cycle may be placed on a special evaluation cycle as a result of a recommendation to that effect included in a summative evaluation that concludes a traditional evaluation cycle. The member being placed on a special evaluation cycle for the following school year must be informed not later than 30 days before the last school day scheduled on the school calendar adopted by the governing board.

Unless there are compelling reasons as presented to the member and DTA, a member will not remain on a special evaluation cycle for more than two years. A failure to demonstrate proficiency based on the California Standards for the Teaching Profession may result in a member being frozen on the salary schedule until the member receives an overall rating of Meets or Exceeds Standards. The year following receiving an overall rating of Meets or Exceeds Standards, the member will resume movement on the salary schedule.

16.4.4.1 Formal Support Plan

The administrator who will be evaluating the member on the special evaluation cycle will list objectives designed to improve performance, offer corrective actions, and provide instructional support as part of a formal support plan. A formal support plan may include, but is not limited to, assigned instructional support, periodic check-ins, professional development, and progress monitoring. The formal support plan form must be completed by the administrator in consultation with the member and submitted to Human Resources not later than September 30. The formal support plan may be revised at each post-observation meeting.

16.4.4.2 Traditional Evaluation During a Special Evaluation Cycle

During a special evaluation cycle, a member shall complete a traditional evaluation as described in section 4.1 above, except that the administrator and the member will meet to discuss the summative evaluation not later than 30 days before the last school day.

16.4.4.3 Following a Special Evaluation Cycle

When a member successfully completes a special evaluation cycle, the following school year the member will begin a new four-year or five-year cycle, according to the table above.

16.4.5 A district approved and administered student survey will be reviewed with the non-permanent classroom unit member each semester and considered as part of the reflective process for non-permanent unit members.

16.4.6 The member must sign the evaluation; however, signing the evaluation does not signify agreement. The signature is recognizing receipt of the document only. Written responses to any evaluation or observation must be submitted to the District Office within 10 days and submitted to the Superintendent. Failure of a non-permanent member to sign the appropriate evaluation or observation form by March 1 shall not prohibit the site administrator from determining the member will be released. Failure of a permanent member to sign the appropriate evaluation or observation form shall not prohibit the site administrator from determining the member will be assigned to a special evaluation cycle.

16.5. The Instructional Support

16.5.1 Universal Support (Tier 1)

All members may seek support in their professional growth while on cycle or off cycle, including support from administrators, instructional coaches, department leaders, and colleagues.

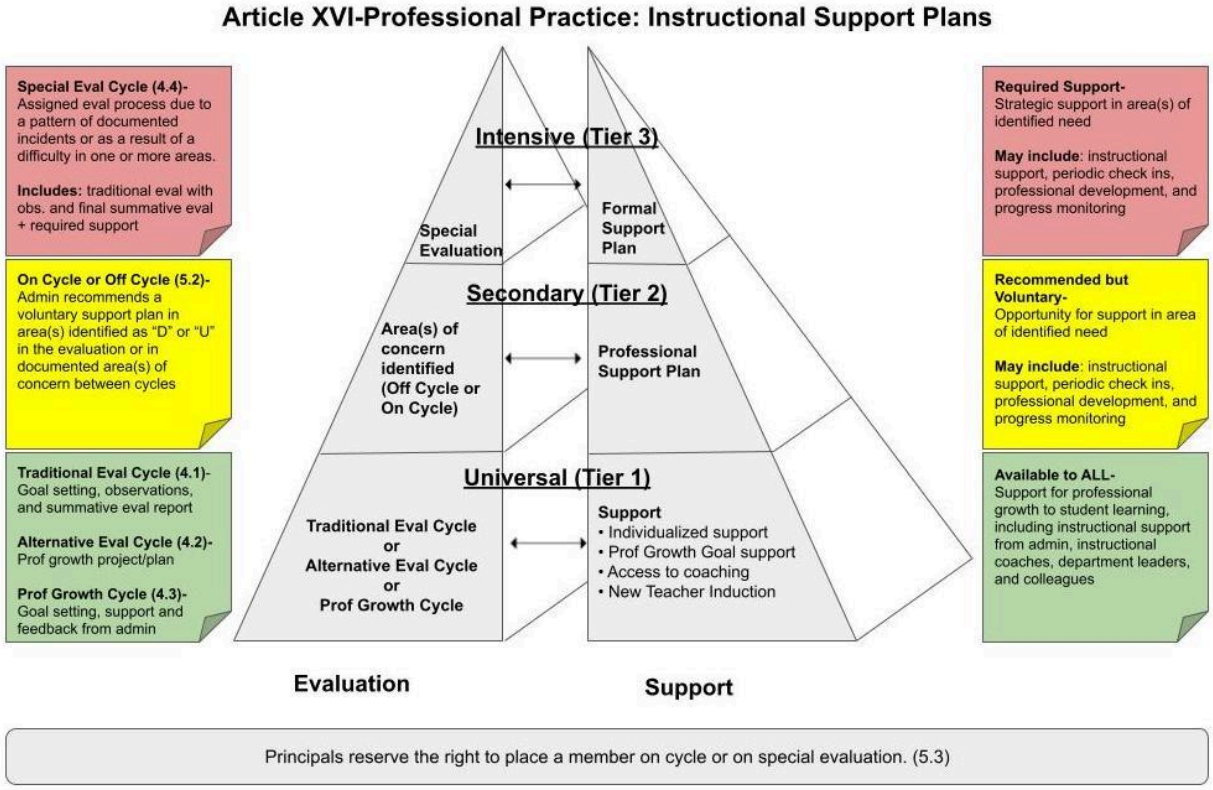
16.5.2 Secondary Support (Tier 2): Professional Support Plan

The professional support plan is an informal plan for support for a unit member that includes, but is not limited to, recommended instructional support, periodic check-ins,

professional development and progress monitoring.

16.5.3 Intensive Support (Tier 3): Formal Support Plan

If the professional support plan does not bring about satisfactory improvement, the principal, after conferencing with the member, reserves the right to place the member on traditional evaluation or on special evaluation according to the three tier support plan when the member is referred by an administrator.



16.6. The Instructional Coach:

A teacher on special assignment, who is released from the classroom to support teachers including mentoring new teachers participating in the New Teacher Induction Program. The Instructional Coach shall be provided release time as needed. Feedback will be elicited from participating teachers/staff regarding the effectiveness of support provided. A teacher may not be appointed to an administrative unit position in the District while serving in the unit as the Instructional Coach. If the Instructional Coach were to become an administrator, he/she may not become the administrative evaluator of the Participating Teacher with whom he/she worked.

16.6.1 Functions performed pursuant to this Article by bargaining unit members, including the Instructional Coach, shall not constitute either management or supervisory functions. The Instructional Coach shall continue to have all rights of bargaining unit members.

16.6.2 The Instructional Coach shall assist unit members by demonstrating, observing, coaching, conferencing, referring or by other activities, which, in their professional judgment, will assist the teacher.

16.6.3 The Instructional Coach shall meet with unit members on Special Evaluation formal support plans to discuss the Instructional Support Program, to establish mutually agreed upon performance goals, and to develop the assistance plan and a process for determining its successful completion based upon the objectives previously decided upon.

16.6.4 The Instructional Coach shall monitor the participation of the unit member on Special Evaluation and provide appropriate feedback to the unit member.

16.6.5 All communication between the Instructional Coach and the unit member on special evaluation shall be confidential and, without the written consent of the unit member, shall not be shared with others, including the site principal and the evaluator.

16.6.6 The Instructional Coach shall continue to provide assistance to the unit member on special evaluation until the administrative evaluator concludes that performance is satisfactory or that further assistance will not be productive.

16.6.7 The District shall defend and hold harmless the Instructional Coach from any lawsuit or claim arising out of the performance of their duties under this provision as provided by the California Government Tort Claims Act.

16.7. New Teacher Induction Program:

A non-evaluative professional growth program for a) teachers in their first or second year of their preliminary credential and who must clear their credential as provided by law and b) all teachers in their first or second year in the District regardless of their prior experience. New Teacher Induction entails a series of professional development activities, including but not limited to guided peer observations, collaborative reflection, analysis of student feedback, informational meetings and the development and implementation of Common Core based units or lesson sequences.

Details of the Induction Program requirements will be determined for each school year by the Instructional Coaches and Assistant Superintendent of Curriculum and Instruction, and expectations will be communicated to New Teachers at the beginning of the school year.

ARTICLE 17

SUPPORT OF AGREEMENT

It is agreed that the Association and the Board will support this Agreement for its term and neither the Association nor the management will appear before the Board of Trustees to seek change or improvement in any matter subject to the meet and negotiation process except by mutual agreements of the District and the Association.

ARTICLE 18

EFFECT OF AGREEMENT

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices, procedures, and policies and over State laws to the extent permitted by State law.

ARTICLE 19

WAIVERS

Provisions of this agreement between the Los Gatos-Saratoga High School District and the District Teachers' Association may be waived. A waiver may only occur with the approval from both the District Teachers' Association's president or his/her designee and the Superintendent or his/her designee under circumstances that are acceptable to both parties.

ARTICLE 20

COMPLETION OF AGREEMENT

Except as set forth in Article XXI, Term, the District and the Association agree that this contract is complete. There shall be no additions to or deletions from the content of any articles, and there shall be no articles added except by mutual agreement by the Board and the Association. In addition, there shall be no further negotiations on any matter that is within the scope of representation for the duration of the contract except by mutual agreement.

ARTICLE 21

TERM

21.1. This Agreement is for a term of three years, commencing July 1, 2024 and ending June 30, 2027.

This Agreement shall become effective following the date of ratification by the Association and approval by the Board of Trustees, and shall remain in full force and effect up to and including June 30, 2027. If a successor Agreement has not been negotiated before June 30, 2027, this Agreement will continue in effect until a new contract is negotiated, and thereafter shall continue in effect year-by-year unless one of the parties notifies the other in writing no later than March 15, 2027 of its request to modify, amend or terminate the Agreement.

21.2. 2025-2026 School Year:
Upon the request of either party, negotiations shall be reopened with up to three articles selected by each party. The parties shall submit initial proposals in sufficient time to complete the public notice (“sunshine”) process on or before November 15, 2024 and begin negotiations on or before March 1, 2025, unless mutually agreed to otherwise in writing.

21.3. 2026-2027 School Year:
Upon the request of either party, negotiations shall be reopened with up to three articles selected by each party. The parties shall submit initial proposals in sufficient time to complete the public notice (“sunshine”) process on or before November 15, 2025 and begin negotiation

ARTICLE 22

SAVINGS CLAUSE

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

ARTICLE 23

SPECIAL EDUCATION

23.1. Definitions: “Special Education” means specially designed instruction to meet the unique needs of individuals with exceptional needs, whose educational needs cannot be met with modification of the regular classroom, and related services, which may be needed to assist such children who benefit from specially designed instruction. The District and Association acknowledge that the following titles and descriptions of special education services, programs/settings, and personnel often change over time. The definitions set forth in this section are for descriptive purposes only and intended to be sufficiently general to encompass such changes.

23.1.1. Student: A student who has an active IEP or an initial special education assessment including students who are assessed but may not qualify for services.

23.1.2. Specialized Academic Instruction (SAI): Adapted or modified instruction, as appropriate to the needs of the student, and content, methodology, or delivery of instruction, pursuant to the student’s IEP, after a student has qualified using a district provided assessment process to support the student’s access to the general curriculum and while meeting the standards that apply to all District students.

23.1.3. Resource Specialist Program (RSP) Teachers: A special education teacher with a mild-moderate authorization who provides instruction, special education support, and/or educational assessments to students as defined with an active IEP or an initial special education assessment.

23.1.4. Special Day Class (SDC) Teachers: A special education teacher with a mild-moderate and/or moderate-severe authorization who provides instruction, special education support, and/or educational assessments to students as defined with an active IEP or an initial special education assessment. A self-contained classroom is one in which the same group of students are taught multiple subjects by one educator throughout the day.

23.1.4.1. Special Day Class teachers support the following programs:

23.1.4.2. Achieving Student Success with Intervention, Support and Therapy (ASSIST)

23.1.4.3. Community-Based Instruction (CBI)

23.1.4.4. Postsecondary Program

23.1.5. Speech and Language Pathologists (SLP): A speech-language pathologist who provides assessment and services to students who have an identified educationally qualifying communication disorder with an active IEP or an initial special education assessment.

23.1.6. School Psychologists: A school psychologist who provides assessment services and educational diagnoses based on relevant educationally related disability laws, implements individual or school-wide interventions or strategies to address educational, behavioral, or

developmental issues that adversely impact educational functioning in a school. May address student learning and behavioral problems and counsel students or families. May design and implement performance plans, and evaluate performance.

23.1.7. Program Specialists: A program specialist is a specialist who holds a valid special education credential, clinical services credential, health services credential, or a school psychologist authorization and has advanced training and related experience in the education of individuals with exceptional needs and a specialized in-depth knowledge in preschool disabilities, career vocational development, or one or more areas of major disabling conditions. A program specialist may do all the following: (1) Observe, consult with, and assist general education teachers, resource specialists, designated instruction and services instructors, and special day class teachers. (2) Plan programs, coordinate curricular resources, and evaluate effectiveness of programs for individuals with exceptional needs. (3) Participate in each school's staff development, program development, and innovation of special methods and approaches. (4) Provide coordination, consultation and program development primarily in one specialized area or areas of his or her expertise. (5) Be responsible for ensuring that pupils have full educational opportunities regardless of the district of residence.

23.1.8. Caseload: Assessment and/or IEP case management responsibility.

23.1.9. Comprehensive psycho-educational evaluation: one (1) full initial assessment, one (1) full triennial assessment, or ten (10) triennial records reviews.

23.2. Overages: Caseloads, assessments, and site assignments shall be balanced in a manner to preclude overage payments insofar as feasible. All caseload and assessment maximums shall be prorated by FTE. Calculations that result in other than a whole number shall be rounded up to the next whole number.

23.2.1.1. RSP Teacher: When an RSP teacher’s caseload exceeds 25 students the teacher shall be compensated at a rate of 20% of the Extra Duty Hourly Rate per excess student for each school day the overage exists. When an RSP teacher is required to complete more than 11 initial and/or triennial assessments in a school year, the teacher will be compensated two times the Extra Duty Hourly Rate per assessment for each assessment after the 11th.

23.2.1.2. SDC Teacher: When an SDC teacher’s caseload exceeds 15 students the teacher shall be compensated at a rate of 20% of the Extra Duty Hourly Rate per excess student for each school day the overage exists. When an SDC teacher is required to complete more than 8 initial and/or triennial assessments in a school year, the

teacher will be compensated two times the Extra Duty Hourly Rate per assessment for each assessment after the 8th.

23.2.1.3. SLP: When an SLP's caseload exceeds 50 students the teacher shall be compensated at a rate of 20% of the Extra Duty Hourly Rate per excess student for each school day the overage exists. When an SLP is required to complete more than 20 initial, triennial, and/or exit assessments in a school year, the teacher will be compensated four times the Extra Duty Hourly Rate per assessment for each assessment after the 20th.

23.2.1.4. School Psychologist: A School Psychologist shall not be required to complete more than 30 (pro-rated for less than 1.0 FTE) comprehensive psycho-educational evaluations in a school year unless and until all School Psychologists across the District have reached the threshold of 30. When a school psychologist is required to complete more than 40 comprehensive psycho-educational evaluations in a school year, the school psychologist will be compensated 35 times the Extra Duty Hourly Rate per comprehensive psycho-educational evaluation for each assessment after the 40th.

23.2.1.5. The district's student information system (i.e., Aeries) and IEP management system (i.e., SIRAS) shall be the primary information sources used to determine if and when overages occur. Additionally, counts will include settlement agreements mandating services.

23.2.1.6. Compensation for RSP, SDC, and SLP caseload overages shall be paid after the end of each semester, on or before January 31 and on or before June 30. Compensation for assessment overages shall be paid in a lump sum once each school year, in the next scheduled pay period following the last instructional day of the year.

23.3. PACT

23.3.1. Unit members with a full-time (1.0 FTE) RSP assignment, ASSIST assignment, or a combination of both, will be assigned a PACT period.

23.3.2. The PACT Services Period includes the following responsibilities:

23.3.2.1. Progress Intervention and Monitoring Services (e.g., 1:1 services, supporting IEP students with D's/F's, classroom observations)

23.3.2.2. Assessment (Academic & Transition) Services

23.3.2.3. Consultation Services with student, teachers, providers, and/or parents

23.3.2.4. Transition Services

23.4. Contractor Notification

23.4.1. Except when necessary to meet legal timelines, the District will attempt to secure a qualified certificated staff member prior to hiring an individual from outside the bargaining unit for duties a certificated staff member can perform. The DTA President shall be notified within five (5) work days any time it is necessary to contract out bargaining unit work. Open assignments will be posted externally and internally and the District will prioritize filling the position with qualified certificated staff or external candidates.

Appendix **A**

LOS GATOS-SARATOGA UNION HIGH SCHOOL DISTRICT

Certificated Salary Schedule: Standard Schedule

Effective: July 1, 2026

STANDARD SCHEDULE

186 Work Days

Step	Class B BA	Class C BA + 60	Class D BA + 75	Step
1	$100,000	$103,201	$106,379	1
2	$101,221	$107,577	$110,755	2
3	$105,597	$111,953	$115,131	3
4	$109,973	$116,329	$119,507	4
5	$114,349	$120,705	$123,883	5
6	$118,725	$125,081	$128,259	6
7	$123,101	$129,457	$132,635	7
8	$127,477	$133,833	$137,011	8
9	$131,853	$138,209	$141,387	9
10	$136,229	$142,585	$145,763	10
11	$140,605	$146,961	$150,139	11
12	$144,981	$151,337	$154,515	12
13	$147,169	$153,525	$156,703	13
14	$148,263	$154,619	$157,797	14
15	$149,357	$155,713	$158,891	15
16	$150,451	$156,807	$159,985	16
17	$150,451	$157,901	$161,079	17
18	$150,451	$158,995	$162,173	18
19	$150,451	$160,089	$163,267	19
20	$150,451	$161,183	$164,361	20
21	$150,451	$161,183	$165,455	21
22	$150,451	$161,183	$166,549	22
23	$150,451	$161,183	$167,643	23
24	$150,451	$161,183	$168,737	24
25	$150,451	$161,183	$169,831	25
26	$150,451	$161,183	$170,925	26
27	$150,451	$161,183	$172,019	27
28	$150,451	$161,183	$174,207	28
29	$150,451	$161,183	$176,395	29
30	$150,451	$161,183	$178,583	30
31	$150,451	$161,183	$180,771	31

Schedule Stipends

$3,178	Master's Degree
$3,178	Doctorate Degree
$3,178	National Board Certification

(Stipend amount: 2% of Class D, Step 15.)

Appendix **A**

LOS GATOS-SARATOGA UNION HIGH SCHOOL DISTRICT

Certificated Salary Schedule: Extended Work Year

Effective: July 1, 2026

EXTENDED WORK YEAR
196 Work Days

Step	Class II BA	Class III BA + 60	Class IV BA + 75	Step
1	$105,376	$108,749	$112,098	1
2	$106,663	$113,361	$116,710	2
3	$111,274	$117,972	$121,321	3
4	$115,886	$122,583	$125,932	4
5	$120,497	$127,195	$130,543	5
6	$125,108	$131,806	$135,155	6
7	$129,719	$136,417	$139,766	7
8	$134,331	$141,028	$144,377	8
9	$138,942	$145,640	$148,988	9
10	$143,553	$150,251	$153,600	10
11	$148,164	$154,862	$158,211	11
12	$152,776	$159,473	$162,822	12
13	$155,081	$161,779	$165,128	13
14	$156,234	$162,932	$166,281	14
15	$157,387	$164,085	$167,434	15
16	$158,540	$165,237	$168,586	16
17	$158,540	$166,390	$169,739	17
18	$158,540	$167,543	$170,892	18
19	$158,540	$168,696	$172,045	19
20	$158,540	$169,849	$173,198	20
21	$158,540	$169,849	$174,350	21
22	$158,540	$169,849	$175,503	22
23	$158,540	$169,849	$176,656	23
24	$158,540	$169,849	$177,809	24
25	$158,540	$169,849	$178,962	25
26	$158,540	$169,849	$180,115	26
27	$158,540	$169,849	$181,267	27
28	$158,540	$169,849	$183,573	28
29	$158,540	$169,849	$185,879	29
30	$158,540	$169,849	$188,184	30
31	$158,540	$169,849	$190,490	31

Classifications on this Schedule

Program Specialists

School Counselors

School Psychologists

Schedule Stipends

$3,349	Master's Degree
$3,349	Doctorate Degree
$3,349	National Board Certification

(Stipend amount: 2% of Class IV, Step 15.)

APPENDIX B

LOS GATOS-SARATOGA UNION HIGH SCHOOL DISTRICT

B.1. Release Time fo Department Chairpersons

Department Chairpersons selection and terms are as indicated in the District's Department Chairperson selection process. The following departments may choose to have a release period rather than a stipend: English/Language Arts, Math, Science, Social Studies, World Language, Special Education, and any of the following departments with fifty (50) or more sections: Physical Education, and the Electives Department. Department Chairpersons who do not receive a release period will receive 0.2%-of Class D, Step 15 for each section in their department up to 30. For each section beyond 30, the rate shall be 0.05% of Class D, Step 15. One section is defined as one class period or PACT period, regardless of how many courses are being taught during that period.

If a Special Education department chair opts to take a release period, they will retain their PACT period.

B.2. Additional Work Days

Special Education Department Chairs and Activities Directors shall be authorized to work up to 5 additional days per year. These days shall be scheduled by mutual agreement of the employee and their supervisor. The member shall be paid their per diem rate for any additional days.

B.3. Athletic Director Stipend

Athletic Directors shall receive additional compensation added to their base salary for their required duties performed outside of the normal work day and year. The amount of this additional compensation shall be 15.75% of Appendix A, Class D, Step 15.

B.4. Substitute Compensation

An employee who is asked by an administrator to substitute teach, and who so agrees will be compensated at a rate of $150 per block period.

B.5. Teacher Differential Pay

For the purposes of teacher differential pay, a maximum amount of $175 per day will be deducted regardless of the amount paid to the substitute teacher unless that amount is less.

B.6. Extra Duty

Extra Duty Hourly Rate: $65 per hour
Summer Collaboration/Professional Development: $390 per day
Saturday School (9:00am – 12:00pm): $195 per session

APPENDIX C
LOS GATOS-SARATOGA UNION HIGH SCHOOL DISTRICT
2026-27 Certificated Extra Duty Stipends

CATEGORY A	CATEGORY B	CATEGORY C
Varsity Coaches	**Varsity Coaches**	**Varsity Coaches**
Baseball (Boys)	Badminton	Golf (Boys)
Basketball (Boys)	Tennis (Boys)	Golf (Girls)
Basketball (Girls)	Tennis (Girls)	
Cross Country (Boys)	Trad Competitive Cheer #1	**JV/Frosh-Soph Coaches**
Cross Country (Girls)	Trad Competitive Cheer #2	Field Hockey (Girls)
Field Hockey (Girls)	Trad Competitive Cheer #3	Flag Football (Girls)
Flag Football (Girls)		Tennis (Boys)
Football (Boys)	**Varsity Assistant Coaches**	Tennis (Girls)
Lacrosse (Boys)	Football #1 (Boys)	Volleyball (Boys)
Lacrosse (Girls)	Football #2 (Boys)	Volleyball (Girls)
Soccer (Boys)	Football #3 (Boys)	Water Polo (Boys)
Soccer (Girls)		Water Polo (Girls)
Softball (Girls)		
Swimming (Boys)	**JV/Frosh-Soph Coaches**	**Undesignated Coaches**
Swimming (Girls)	Baseball (Boys)	Assistant Coach #1
Track & Field (Boys)	Basketball (Boys)	Assistant Coach #2
Track & Field (Girls)	Basketball (Girls)	Assistant Coach #3
Volleyball (Boys)	Football (Boys)	Assistant Coach #4
Volleyball (Girls)	Lacrosse (Boys)	Assistant Coach #5
Water Polo (Boys)	Lacrosse (Girls)	Assistant Coach #6
Water Polo (Girls)	Soccer (Boys)	Assistant Coach #7
Wrestling	Soccer (Girls)	Assistant Coach #8
	Softball (Girls)	Assistant Coach #9
	Wrestling	Assistant Coach #10
		Assistant Coach #11
Advisors / Directors	**Advisors / Directors**	**Advisors / Directors**
Instrumental Music #1	Choir	Color Guard/Flag
Instrumental Music #2	Dance #1	Dance Production
Journalism	Dance #2	Drama #1
Yearbook	Dance #3	Drama #2
Speech & Debate	Sideline Cheer	Undesignated C1
Undesignated A1 (YRO)	Winter Guard	Undesignated C2
	Winter Percussion	Undesignated C3
YRO: Year Round Only	Undesignated B1 (YRO)	Undesignated C4

EXTRA DUTY STIPEND SCHEDULE 2026-27

Step	Category A	Category B	Category C
1	$6,352	$4,764	$3,970
2	$6,749	$5,161	$4,367
3	$7,146	$5,558	$4,764
4	$7,543	$5,955	$5,161
5	$7,940	$6,352	$5,558
6	$8,337	$6,749	$5,955

C.1. On-site coaches shall receive compensation that is no less than 13% higher than the compensation received by walk-on coaches.

C.2. The District will fund a maximum of one (1) of each of the listed stipends at each school.

C.3. Stipend recipients without relevant experience shall be initially placed on Step 1. Stipend recipients with relevant prior experience outside of the District may be initially placed on Step 2. Stipend recipients with relevant prior experience within the District may receive one step of credit for each year of experience. If there is a dispute about whether experience is relevant or not, the Superintendent shall make the final decision.

C.4. Stipend recipients shall be advanced one step for each year of service in that assignment.

C.5. Extra duty stipend assignments are not considered a part of a bargaining unit member's regular workday.

C.6. Bargaining unit members have priority in filling coaching vacancies for which they are qualified. A coach serves at will and may be released at any time by the governing Board. A coach released from coaching a sport is no longer qualified to coach that sport.

C.7. If a position is unused, it may be substituted for another athletic and/or activities position if it is deemed necessary by the principal in consultation with the athletic director. The substitute position must be in an equal or lesser category.

C.8. Stipends for the same team or activity may not be combined (e.g., a coach may not receive a stipend for both Varsity Swimming Head Coach and Varsity Swimming Assistant Coach). If a coach holds two separate coaching assignments for different teams during the same season (e.g., Varsity Assistant Coach and Junior Varsity Head Coach for the same sport), the coach shall receive the stipend associated with each assignment.

C.9. Sites must assign coaches and assistant coaches in an equitable manner between Boys and Girls sports. Assignments are subject to administrative approval and must ensure student safety.

C.10. Undesignated stipends will be allocated to positions annually established by the principal at each site after consultation with the Athletic Director and the Department Chairs.

C.11. Upon request from the DTA President, the District shall provide within ten (10) work days the list of assigned Appendix C stipends known at that time. The list shall include each Appendix C stipend, the stipend category, the name of the employee receiving the stipend, the season or activity associated with the stipend, and identification of any vacant or split stipend assignments.

C.12. Instrumental music, choir, drama, journalism, and yearbook teachers are required to serve in and shall be compensated for the extra-duty assignment that relates to their subject area.

EXTRA DUTY STIPEND AMOUNT CALCULATION

Stipends are calculated by multiplying the stipend weight listed below by the value of a stipend unit, which is in turn calculated as 0.25% of the salary listed at Appendix A, Class D, Step 15.

Stipend Base (Class D, Step 15): $158,891

Stipend Unit (0.25% of Base): $397

	Stipend Weight		
Steps	Category A	Category B	Category C
1	16	12	10
2	17	13	11
3	18	14	12
4	19	15	13
5	20	16	14
6	21	17	15

APPENDIX "D"

Extension of Holiday & Vacation Periods (Unusual Circumstances) Guidelines

Regarding Article XI:

1.4 Personal Necessity Leave shall not be used for extension of holiday and vacation periods **except pursuant to section 1.5 (below)**.

1.5 Personal Necessity Leave for unusual circumstances not specified in other leave regulations may be granted upon the recommendation of the principal and prior approval of the Superintendent or designee.

Rationale: The intent of the limits set forth in Article XI of the Mutual Agreement of Trust for Personal Necessity (PN) are to ensure that students receive the highest quality education by having their teachers present as often as possible. LGSUHSD Leadership and DTA acknowledge however, that certain life circumstances may run up against these limits and a pragmatic and fair process is needed to allow for unusual circumstances pertaining to holiday/vacation periods.

It is understood by both parties that flexibility in these limits can be given for rare, unusual circumstances, and these types of requests are not to occur on a regular basis. No guarantee is made that requests will be granted. The purpose of this document is to provide guidance to unit members on the process. The district will maintain records of requests for PN (1.4 and 1.5).

What are some examples of PN requests for unusual circumstances that have been approved to extend a holiday/vacation period?

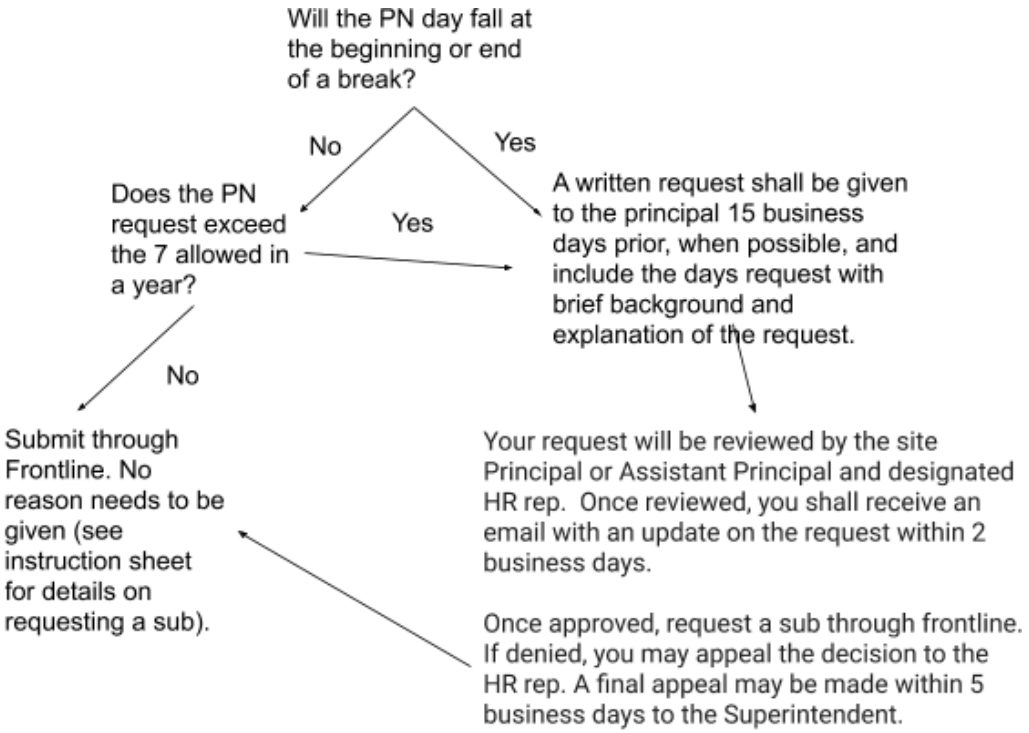
Requests for PN days connected to a holiday or vacation period have been approved for 1.3.1 (death of a close friend necessitating the presence of the employee), 1.3.2 (Serious illness of a member of the employee's household), and 1.3.3 (Acts of God rendering employee unit member incapable of reporting to his/her assignment). Additionally, requests have been approved for unusual and significant life events such as weddings of the member or immediate family member, the birth of a grandchild, family and unit member medical and legal matters, and to participate in other unusual and rare opportunities that cannot occur during other breaks during the year.

What are some examples of PN requests for unusual circumstances that have not been approved to extend a holiday/vacation period?

Requests to extend vacation and holiday periods for vacation or travel purposes, cheaper travel arrangements or flights, travel with organizations or employment not affiliated with the district, or where individuals have made repeated requests for similar unusual circumstances extensions.

Criteria in which approval will be determined:

- Has the unit member been approved for requests like this in the past?
- How many days are being requested?
- Will the absence have a significant impact on student learning?



Flow Chart for Making a Personal Request