AGREEMENT

Between

SUNNYVALE SCHOOL DISTRICT

and

SUNNYVALE EDUCATION ASSOCIATION (SEA)

July 1, 2025 - June 30, 2028

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SUNNYVALE SCHOOL DISTRICT

Sunnyvale, California

Board of Education

Bridget Watson	President
Peggy Shen Brewster	Vice President
Michelle Maginot	Clerk
Isabel Jubes-Flamerich	Member
Evelyn Castillo Profeta	Member
Gudiel R. Crosthwaite, Ph.D.	Superintendent, Secretary to the Board

Sunnyvale Education Association Executive Board

Wendi Smith, President

Rachel Froberg, Vice President

Heather Burns, Secretary

Jessie Rodriguez, Treasurer

Elementary Directors

Jesse Weinstock
Jamie Vanderwedge

Intermediate Directors

Laura Smith
Kevin Davis
Julie Maddox

SUNNYVALE SCHOOL DISTRICT
Sunnyvale, California

Sunnyvale Education Association Negotiation Team

Wendi Smith, President

Don Pearson, Chair

Laura Smith

Marianne Bouja

Julie Maddox

Jamie Vanderwedge, alternate

Rachel Froberg, alternate

Sunnyvale School District
Board of Education Negotiation Team

Jeremy Nishihara, Chair

Mary Beth Allmann

Kathryn Armstrong

Rachelle Romander

Daniel Poo

Jon Pearl, Esq.
Dannis Woliver Kelley

PREAMBLE
[Negotiated 1976, 2018]

The parties to this agreement share a core belief that the workplace must be imbued with respect for all individuals whose common mission is to provide quality education for all students. As professionals and role models for the students we serve, we believe that supporting each other intellectually, socially and emotionally must be reflected in our words and our deeds.

In furtherance of these beliefs, the Board of Education of the Sunnyvale School District of Sunnyvale, California, hereinafter referred to as the employer or Governing Board (Board), and the Sunnyvale Education Association (SEA), an affiliate of the California Teachers Association and the National Education Association, hereinafter referred to as the Association, agree as follows:

ARTICLE 1

RECOGNITION
[Negotiated 2022]

1.1 The Board hereby recognizes the Association as the exclusive representative for temporary, probationary, and permanent certificated positions excluding positions designated as management, supervisory, confidential, substitute, and summer school teachers.

1.2 The Board agrees not to meet and negotiate with any teachers' organization other than the Association for the duration of this Agreement; further, the Board agrees not to negotiate with any member of the unit individually during the duration of this Agreement on matters subject to meeting and negotiating.

1.3 The Association recognizes the Board as the duly elected representative of the people and agrees to negotiate only with the Board or its duly authorized representatives designated by the Board to act in its behalf. The Association agrees further that neither it nor any of its members or agents will attempt to meet and negotiate privately or individually with any Board member or Board representative.

1.4 The Association agrees that neither it, nor its members or agents, will attempt to represent in any negotiations or grievances, pursuant to this Agreement, the interests of anyone other than members of the unit.

ARTICLE 2

NON-DISCRIMINATION
[Negotiated 1976]

2.1 The Board agrees to consult with the Association on procedures for implementation of state and federal regulations regarding non-discrimination. (For reference only; these procedures may be found in Board Policy 4030 and Administrative Regulation 4030) [Negotiated 2007]

ARTICLE 3

DEFINITIONS
[Negotiated 2016]

3.1 The "Act" as used in this Agreement means Chapter 10.7, Sections 3540 through 3549.3, of Division 4 of Title I of the Government Code of the State of California.

3.2 "Certificated Employee", "Employee", or "Teacher" as used in this Agreement is defined to mean any person who is included in this bargaining unit and therefore covered by the terms and provisions of this Agreement.

3.3 "The scope of representation" shall be limited to matters relating to wages, hours of employment, and other terms and conditions of employment. "Terms and conditions of employment" mean health and welfare benefits as defined by Section 53200, leave and transfer policies, safety conditions of employment, class size, procedures to be used for the evaluation of employees, organizational security pursuant to Section 3546, and procedures for processing grievances pursuant to Sections 3548.5, 3548.6, 3548.7 and 3548.8 of the Government Code.

3.4 "Meeting and negotiating" means meeting, conferring, negotiating and discussing by the exclusive representative and the public school employer in a good faith effort to reach an agreement on matters within the scope of representation and the execution, if requested by either party, of a written document incorporating any agreements reached, which document shall, when accepted by the exclusive representative and the public school employer, become binding upon both parties and, notwithstanding Government Code Section 3543.7 shall not be subject to subdivision 2 of Section 1667 of the Civil Code. The agreement may be for a period not to exceed three (3) years.

3.5 "Superintendent" as used in this Agreement is defined to mean the Superintendent of the District or the Superintendent's designee.

3.6 "They", "Them", "Their" and "Themselves" are non-gender terms for he/she, him/her, his/her and himself/herself respectively.

3.7 "Exclusive Representative" as used in this Agreement means the Sunnyvale Education Association, an affiliate of the California Teachers Association and the National Education Association.

3.8 "Administrator" is used in this Agreement to mean District employees in management and supervisory positions.

3.9 "Principal" is defined to mean employees who are the chief executive officers for one or more schools with total responsibility to manage all affairs of the school including general control and supervision of all certificated, classified, and other employees as well as volunteers assigned to the school.

3.10 "Management employee" is defined to mean any employee in a position having significant responsibilities for formulating District policies or administering District programs. Management positions shall be designated by the public-school employer subject to review by the Public Employment Relations Board.

3.11 "Public School Employer" or "employer" or "Board" or "District" or "School District" as used in this Agreement is defined to mean the Governing Board of the Sunnyvale School District.

3.12 "Immediate family" is defined to mean mother, father, grandmother, grandfather of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, or grandchild of the employee or any person residing in the immediate household of the employee. A person standing or who has stood in loco parentis shall be considered a member of the immediate family.

3.13 "Days" means days members of the unit are required to render paid services to the District except as set forth in Section 7.2.4 and Article 12.

3.14 "Seniority" shall be based on the first date of paid contractual and continuous service as a certificated employee in the District. Such continuous service will include all granted leaves.

3.15 "Conferencing Days" as used herein shall mean 180 student contact minutes for grades TK-5.

3.16 "Minimum Day" as used herein shall mean 255 student contact minutes for grades TK-5 and self-contained 6th, 7th and 8th.

3.17 "School year" shall mean July 1 through the following June 30.

3.18 "RIF" means Reduction in Force.

3.19 "Professional Growth seminar" shall mean a class, course, workshop, conference, or seminar which is sponsored by the District after contract hours.

3.20 "Workshop" as applied to the Adjunct Duty Stipend Chart shall mean a course of study not sponsored by the District and which takes place on a non-work day.

3.21 "Staggered Program" as used herein shall mean student contact minutes as set forth in Section 8.1.2.1 less 60 minutes for grades TK-3. (i.e., a part of each class would begin their day 60 minutes after the commencement of school and the other part of the class would be dismissed 60 minutes prior to the close of school for that grade level.)

3.22 "Standard Day" as used herein shall mean a day where students are in attendance for the full school day.

3.23 "Teacher Prep Period Day" is a day when students are dismissed early for the purpose of providing prep time for elementary teachers.

3.24 "Teacher Learning Day" is a day when students are dismissed early for the purpose of providing time for teacher collaboration.

3.25 "Late Start Day" for Middle School is a day when students arrive at school later than the standard day schedule for the purpose of providing time for teacher collaboration and parent meetings.

ARTICLE 4

ASSOCIATION AND EMPLOYEE RIGHTS
[Negotiated 1976]

4.1 Rights of the Association

4.1.1 Right to Represent – The exclusive representative shall have the right to represent members of the unit in employment relations with the District.

4.1.2 Right to Associate – The Board and Association recognize the right of employees to form, join and participate in the activities of an organization and the equal alternative right of employees to refuse to form, join or participate in employee organization activities.

4.1.3 Legal Rights – The Board agrees not to impose or threaten to impose reprisals on employees or the Association, discriminate against employees or otherwise interfere with, restrain, or coerce employees because of their exercise of rights guaranteed by this Agreement.

4.1.4 Rights of Access, Communication and Use of Facilities – The Association shall have the right of access at reasonable times to areas in which employees work, the right to use staff bulletin boards, mail boxes, e-mail and other means of communication subject to reasonable regulations, and the right to use District facilities at reasonable times for the purposes of meetings concerned with the rights guaranteed in the Act. [Negotiated 2000]

4.1.4.1 Access – Persons not members of the school staff who wish to come on the school site for Association matters during the school day shall notify the site administrator. Such visits shall be during non-teaching time.

4.1.4.2 Communication – The Association shall be entitled to post notices of Association concern on a staff bulletin board in each school complex. The Association shall be entitled to the use of regular inter-school delivery services, e-mail and mail boxes for communication to certificated employees regarding matters which involve the Association. An Association representative shall be responsible for intra-school distribution of said communication. [Negotiated 2007]

4.1.4.3 Use of Facilities – The Association may use school facilities for meetings either before or following employees' daily period of services, 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 employees or the school program. The principal assigned to a site, has full responsibility during normal school hours for approving or rejecting requested use of facilities, and for supervision and management of District property, whether it is being used for school purposes or by non-school groups for Civic purposes.

4.1.5 Employee Names – The Employer shall provide the Association with names and assignments of all bargaining unit personnel no later than October 15 of each school year

and of all bargaining unit personnel employed after September 30 of each year within thirty (30) days of employment.

4.1.6 The District will make every effort to schedule meetings so as not to conflict with scheduled SEA Representative Council meetings. SEA will provide the District with its meeting schedule in a timely manner to assist in this effort. In the event of an unforeseen conflict, the District administrator responsible for scheduling the event will notify the SEA President in advance of the event. [Negotiated 2007]

4.2 Academic Freedom

Academic freedom shall be guaranteed to teachers in the study, investigation, presentation, and interpretation of facts and ideas concerning man, human society, the physical and biological world, and other branches of learning subject to accepted standards of professional responsibility with due regard to the maturity level of the student, District rules and policies, and the laws of the State of California.

4.3 Personal Rights

No member of the unit shall be denied the rights of citizenship. The Board recognizes that the personal life of an employee is not an appropriate concern of the District, except as it may affect work performance.

ARTICLE 5

MANAGEMENT RIGHTS
[Negotiated 1976]

5.1 The Board on its own and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitations, except as provided by this Agreement, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitutions of the United States and the State of California, including, but not without limiting the generality of the foregoing, the rights:

5.1.1 To determine and administer policy.

5.1.2 Subject to the provisions of the law and this Agreement, to hire all employees, to determine their qualifications and the conditions for their continued employment, transfer, or their dismissal, demotion, or promotion.

5.1.3 To delegate to the Superintendent and other legally-appointed officers, the operation of the schools, the executive management and administrative control of the school system, its properties and facilities, including, but not limited to, innovative and experimental exploration in the field of education, experimental and innovative use of District facilities, and experimental and pilot investigation of new educational programs.

5.1.4 The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules and regulations, and practice in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the specific and express terms of this Agreement.

5.1.5 It is understood and agreed that wherever the Board exercises its discretion, or is given authority to exercise its discretion in this Agreement, such discretion or authority to exercise discretion shall be limited only by the terms of this Agreement.

ARTICLE 6

PROFESSIONAL COMPENSATION

6.1 Salary

6.1.1 For 2025-2026: The parties agree to increase the 2024-2025 salary schedules by three percent (3%) effective July 1, 2025. If the official Assessed Value Growth percentage rate ("AVG%") released by the Santa Clara County Assessor's Office, specifically applicable to the Sunnyvale School District for the relevant tax year exceeds 3.5% but is less than 5% then the 3% salary schedule increase shall be increased to 4%. If the AVG% is greater than 5%, then the 3% salary schedule increase shall be increased to 5%. The adjusted increase, if any, shall be effective July 1, 2025. [Negotiated 2025]

For 2026-2027: The parties agree to increase the 2025-2026 salary schedules by two percent (2%) effective July 1, 2026. If the official Assessed Value Growth percentage rate ("AVG%") released by the Santa Clara County Assessor's Office, specifically applicable to the Sunnyvale School District for the relevant tax year exceeds 3.5% but is less than 5%, then the 2% salary schedule increase shall be increased to 3%. If the AVG% is greater than 5%, then the 2% salary schedule increase shall be increased to 4%. The adjusted increase, if any, shall be effective July 1, 2026. [Negotiated 2025]

For 2027-2028: The parties agree to increase the 2026-2027 salary schedules by two percent (2%) effective July 1, 2027. If the official Assessed Value Growth percentage rate ("AVG%") released by the Santa Clara County Assessor's Office, specifically applicable to the Sunnyvale School District for the relevant tax year exceeds 4% but is less than 5%, then the 2% salary schedule increase shall be increased to 3%. If the AVG% is greater than 5%, then the 2% salary schedule increase shall be increased to 4%. The adjusted increase, if any, shall be effective July 1, 2027. [Negotiated 2025]

6.1.2 2025-2026 Salary Schedules are attached as appendices to this Agreement. Effective July 1, 2025, Column A from the 2024-2025 schedule has been eliminated and Column B shall be extended to Step 30 as reflected on the 2025-2026 Salary Schedule found in Appendix A-1. [Negotiated 2025]

6.1.2.1 Initial Placement – Initial placement on the appropriate salary schedule (See Appendices A) is dependent upon four factors: (1) possession of a valid credential; (2) completion of a Bachelor's Degree; (3) the number of college or university semester units completed after receipt of the Bachelor's Degree; and (4) the number of years of prior teaching experience.

6.1.2.1.1 In addition to the four factors in section 6.1.2.1, initial placement on the appropriate salary schedule may also be determined by the number of additional college or university semester units earned in order to attain a credential, after having completed the number of units necessary to earn a Bachelor's Degree. These units are considered to be "post-baccalaureate" units when earned pursuant to a state approved undergraduate integrated teaching credential program (commonly referred to as a "blended credential program"), as authorized by Education Code section 44259.1 or out of state equivalent. This section shall be effective prospectively for teachers

employed on or after July 1, 2018 in accordance with Education Code section 45028(b)(1). [Negotiated 2018]

6.1.2.2 Training and Experience – Certificated personnel will be responsible for furnishing the Human Resources Office sufficient evidence of training and experience. Official transcripts from colleges and universities are required of all certificated personnel.

6.1.2.2.1 Upon initial employment, beginning July 1, 2001, the Board of Education will allow up to a maximum of fifteen (15) years of prior teaching experience for placement on the salary schedule.

6.1.2.2.2 Upon initial employment, beginning July 1, 2017, the Board of Education will allow all years of prior credentialed teaching experience for placement on the salary schedule. Credit for prior nonpublic school teaching experience (K-12) may be granted by the Superintendent or designee. The prospective member shall have held a valid teaching credential, and the nonpublic school shall have been certified by the California State Department of Education or its equivalent in other states. [Negotiated 2022]

6.1.2.2.3 A year of experience shall consist of active service (paid status) for at least 75% of the number of working days of each school year. Fractional parts of different school years may not be added for the purpose of counting a year of experience in placement on the salary schedule. [Negotiated 2022]

6.1.2.3 Vertical Advancement – After initial employment, vertical advancement on the salary schedule from one step to the next shall be allowed where the employee has been in paid status for at least 75% of the number of working days required by the terms of their annual contract of employment. Vertical advancement will be made at the beginning of each school year. [Negotiated 2022]

6.1.2.4 Horizontal Advancement – Horizontal advancement from column to column on the salary schedule will be made at the beginning or middle of each school year, as defined below, upon verification by official college or university transcripts. Units of work are in the terms of semester units. A maximum of seven (7) credits for approved professional growth seminars may be used in moving from one column to the next. [Negotiated 2022]

6.1.2.5 All course work taken after initial employment, must have prior approval by the principal or immediate supervisor of the certificated person. In cases when prior approval was not obtained by the employee, the principal or immediate supervisor, at their option, may subsequently approve the course work.

6.1.2.5.1 Beginning of Year Salary Moves: Official transcripts verifying additional units for course work must be submitted to the Human Resources Department no later than October 1 in order for credit to be given for additional units effective at the beginning of that school year.

6.1.2.5.2 Middle of Year Salary Moves: Official transcripts verifying additional units for course work completed by December 31 must be submitted to the Human Resources Department no later than January 31 in order for credit to be given for additional units for a mid-year salary move. The mid-year salary change for these units will be effective as of February 1 and will be reflected in the February pay warrant. [Negotiated 2015]

6.1.2.5.3 Verification for completion of Certificate of Clinical Competence (CCC), California Language Acquisition and Development (CLAD), and National Board Certification (NBC) shall be submitted upon completion. [Negotiated 2007]

6.1.2.6 Scholarship – To encourage a high level of scholarship in the District's professional staff, the following conditions will prevail:

6.1.2.6.1 College or university course work, to be credited for salary advancement, must be at the level of "C" grade or above, on a grading scale represented by A, B, C, D, F. Grades D, F, and Incomplete are not acceptable.

6.1.2.6.2 When institutions grade on a "pass-fail" or "plus-minus", those units receiving "pass" or "plus" shall be considered as qualifying units though not included in averaging procedures. "Fail" or "minus" units will not be credited.

6.1.2.7 Career Increments – Beyond Step 12
To advance beyond Step 12, an additional three (3) years of service is required for each career increment. [Negotiated 2022]

6.1.2.8 The following stipends will be listed on the Teachers With Valid Credential Salary Schedule (Appendix A-1): Masters Degree (MA), National Boards Certification (NB Cert.), Certification of Clinical Competence (CCC), LCSW, and Doctorate. Employees are eligible for only one stipend for an advanced degree (MA, Doctorate) regardless of the number of degrees earned. Employees are eligible to earn the NB, LCSW, and CCC stipends in addition to one advanced degree stipend.

Effective July 1, 2016, social workers, as defined under 6.5.5, who possess a valid California social worker license (LCSW) as defined by the California Department of Consumer Affairs Board of Behavioral Sciences will receive a stipend the same as the annual National Boards Certification (NB Cert.) stipend. [Negotiated 2018]

6.2 Health and Welfare Benefits

Health and Welfare Benefits are set forth in Appendix "B" attached.

6.2.1 District and Unit Member Shared Contribution for Health Premiums. [Negotiated 2016]

6.2.1.1 The District shall assume and pay for the cost of dental, vision and life insurance benefits, for the employee only, provided in the Agreement through the 2027-2028 school year.

6.2.1.2 The District shall assume and pay for the full cost of health (medical) insurance benefits provided in the Agreement, together with employee automatic payroll deductions as necessary, through December 31, 2027, for health insurance premiums as follows:

6.2.1.2.1 The District shall assume and pay for the full cost of health (medical) insurance benefits provided in the Agreement for the employee only, prorated for part-time employees who work at least half-time.

6.2.1.2.2 The District shall assume and pay for seventy percent (70%) of the full cost of health (medical) insurance benefits provided in the Agreement for the employee's dependents (i.e., one dependent or family coverage). The employee shall contribute the remaining thirty percent (30%) of the cost of dependent coverage through automatic payroll deduction.

6.2.1.2.3 For eligible part-time employees (see section 6.2.1.2.1), the District's 70% contribution level shall be prorated by the same percentage representing the part-time employee's full-time equivalency (FTE). For example: For a half-time (.5 FTE or 50% employee), the District would assume and pay for one-half the cost of the employee's own health premium and one-half of the 70% contribution for dependent coverage (equal to 35% of the cost of dependent coverage). The employee would contribute one-half their employee health premium, and the remaining 65% of the premium for dependent coverage.

6.2.1.2.4 The parties agree that their common interest is to contain the overall cost of health and welfare benefits while preserving a quality health plan. Accordingly, the parties acknowledge and agree that, depending on the demographics of the bargaining unit regarding health coverage (employee only and dependent coverage), aggregate cost savings may be achieved by changing the manner or design by which premiums are assessed and paid to the insurance carriers, i.e., composite or tiered rate structures. The parties agree it is in their mutual interest to maximize cost savings in this manner. The District will collaborate and consult with the Association through the Health and Welfare Insurance Committee prior to deciding to implement changes in premium design.

6.2.1.2.5 The parties agree to pursue aggressively changes in plan design, e.g., co-pays, deductibles, prescription co-pay configurations, etc., so as to contain, mitigate and offset increases in health and welfare benefit premiums. Such changes shall be explored through the Health and Welfare Insurance Committee, which shall issue recommendations to the District and bargaining units for consideration and potential adoption.

6.2.2 Any member who works less than full time but at least half time, shall have their benefits pro-rated.

6.2.3 Employees who have been RIF'd shall have their health and welfare benefits paid for by the District until September 30 of the year in which they are RIF'd.

This provision expresses the full and complete understanding between the parties with respect to the subject of the economic effect of a RIF of employees occurring during the term of the Agreement.

6.3 Miscellaneous Compensation

6.3.1 Per Diem – "per diem" as used in this Agreement shall mean the unit member's annual salary divided by the total number of work days.

6.3.2 Unit members assigned additional work days shall be compensated on a per diem basis or receive compensatory time. This decision shall be made in collaboration between the teacher and the supervisor, with the supervisor making the final decision.

6.3.3 Transportation – Certificated employees using their personal automobiles to transport students on field trips or who are assigned to more than one school per day shall be reimbursed for all such travel at the rate currently allowed by IRS Regulations for all driving done on such travel or between arrival at the first working assignment and the departure from the last assignment.

6.3.4 Unit members who complete a professional growth seminar will be paid at the hourly rate of .000375 of base salary (Base salary is the first/lowest step on the fully credentialed teacher salary schedule, Appendix A-1), upon submitting to the District proof of completion of such seminar. "Professional Growth Seminar" shall mean a class, course, workshop, conference, or seminar which is sponsored by the District after contract hours. Unit members must submit Form "F" (Professional Growth Stipend) to the Human Resources Department on or before June 10 of the year in which the activity occurred. [Negotiated 2000]

Unit members who elect to be paid for completion of a professional growth seminar shall not, simultaneously, utilize such seminar for purposes of receiving a career increment pursuant to Section 6.1.2.7.

6.3.5 Extra Duty/Adjunct Compensation (After School Hours) [Negotiated 2003]

All adjunct hourly pay shall be .0009 of base salary. (Base salary is the first/lowest step on the fully credentialed teacher salary schedule, Appendix A-1). This shall also be the standard for reimbursement for teachers who substitute during their preparation period.

See Appendix A-7 for the Adjunct Duty Stipend Chart for 2025-2026. An updated schedule will be distributed annually.

6.3.5.1 The parties acknowledge that unit members perform professional duties and responsibilities that do not always fall within the regular work day as defined by this Article.

6.3.5.2 The purpose of this section is to set forth compensation, either by stipend or hourly pay (as set forth in Appendix A-7, Adjunct Duty Stipend Chart) for some of these duties and responsibilities.

6.3.5.3 Participation in committees not required by law is voluntary. "Voluntary" means the decision to participate on any committee is entirely at the initiative and discretion of the teacher.

6.3.5.4 In order to allow teachers to participate in committee work for the District or school site, committees are established on a District or school-wide basis. Participation on District or site committees is voluntary as defined in this Article.

6.3.5.5 In order to receive the stipend provided in Appendix A-1, A-3 and A-5, teachers must attend at least 80% of all scheduled meetings of each committee for which they volunteer, and remain in attendance for at least 80% of the schedules duration of each meeting. Attendance records will be maintained.

6.3.5.6 Written prior approval by an administrator of assignment to a committee, adjunct duty or other activity listed on Appendix A-7 and A-8 is necessary to receive the stipend or hourly compensation for such activity. If it is a District sponsored workshop, prior approval by a principal is not necessary.

6.3.5.7 The parties agree that we will annually review the aggregate cost of adjunct duty compensation.

6.3.6 Teachers required to move from one classroom to another as a result of construction will be provided two (2) days of compensation at a rate of $150 per day in order to pack and unpack their materials and to prepare the new learning environment. The District shall provide moving boxes and supplies and shall transport personal and professional materials of the teacher from one work location to another. Teachers may explore with their principals options to facilitate the move, minimize interruption of instruction, minimize the impact on the teacher's personal time, and focus on safety. Options may include providing a substitute teacher in lieu of the $150 per day payment. [Negotiated 2016]

6.4 Speech Language Pathologist (SLP) Compensation [Negotiated 2011]

6.4.1 New SLPs shall initially be placed at least at Column D, Step 9 of the teacher salary schedule ("schedule") regardless of whether their actual years of experience and/or training (units and degrees) are less than Step D-9 of the schedule indicates.

6.4.1.1 New SLPs shall thereafter progress on the schedule as follows:

Year 1 – D-9
2 – D-11
3 – D-11
4 – D-12
5 + According to schedule (after 3 years at D-12, move to D-15, etc.)

6.4.1.2 New and current SLPs whose actual years of experience and training (units and degrees) are equal to or greater than Step D-10 of the schedule indicates shall initially be placed and progress on the schedule based on their actual years of experience and training (units and degrees) according to the requirements in section 6.1.2. (Note: See section 6.4.6 for scenarios implementing section 6.4.1)

6.4.2 All SLPs shall continue to be eligible to receive the advanced degrees and certifications stipends provide on the schedule in addition to their regular salary.

6.4.3 If for any reason a SLP is assigned to a classroom position and does not continue to provide services as a SLP as defined in this section 6.4, their placement on the schedule shall be changed as necessary to comply with the requirements of section 6.1.2.

6.4.4 Current SLPs who are at D-10 or greater, as of July 1, 2011, shall receive an annual stipend of $5000 per FTE which shall be paid in the final pay warrant each school year.

6.4.5 As used in this section 6.4, a SLP is an individual assigned to this job title and performing the responsibilities contained in the SLP job description. In addition, a SLP for purposes of this section also includes the following:

6.4.5.1 A classroom teacher or audiologist with the requisite qualifications who is performing the responsibilities contained in the SLP job description and is listed as the SLP on appropriate official records and reports for a student such that a SLP performing under that title is not also assigned to the same student, and that student does not appear on a SLPs caseload.

6.4.5.2 A SLP as defined in section 6.4.5.1 shall receive the $5000 stipend per FTE as set forth in section 6.4.4 if they provides SLP services to ten (10) or more students during a school year. The stipend shall be $2500 per FTE if services are provided to fewer than ten (10) students during a school year.

6.4.5.3 In no event shall a unit member qualify for or receive more than one (1) $5000 stipend as described in section 6.4.4.

6.4.6 The parties agree the following scenarios reflect their mutual intent and understanding regarding implementation of this section 6.4.

6.4.6.1 New SLP with 0-8 years experience:

Year 1 – D-9
2 – D-11
3 – D-11
4 – D-12
5 + According to schedule (after 3 years at D-12, move to D-15, etc.)

6.4.6.2 New SLP with 9 years experience:

Year 1 – D-10
2 – D-11
3 – D-12
4 + According to schedule (after 3 years at D-12, move to D-15, etc.)

6.4.6.3 New SLP with 10 years experience:

Year 1 – D-11
2 – D-12
3 + According to schedule (after 3 years at D-12, move to D-15, etc.)

6.4.7 The parties acknowledge and agree that their express intent in enacting this section 6.4 is to establish a salary schedule for SLPs based on criteria other than a uniform allowance for years of training and experience pursuant to the Education Employment Relations Act, Government Code section 3543.2, section (e). Specifically, the parties seek to provide a distinct salary for SLPs based on the critical need for such services and to further the District's ability to attract and retain SLPs for the educational and economic benefit of the District and the students it serves

6.5 Social Worker Compensation [Negotiated 2018]

6.5.1 Social Workers shall initially be placed at least at Column D, Step 5 of the teacher salary schedule ("schedule") regardless of whether their actual years of experience and/or training (units and degrees) are less than Step D-5 of the schedule indicates.

6.5.1.1 Social Workers shall thereafter progress on the schedule as follows:

Year 1 – D-5
2 – D-6
3 – D-7
4 – D-8
5 – D-9
6 – D-10
7 – D-11
8 – D-12
9 + According to schedule (after 3 years at D-12, move to D-15, etc.)

6.5.1.2 Social Workers whose actual years of experience and training (units and degrees) are equal to or greater than Step D-5 of the schedule indicates shall initially be placed and progress on the schedule based on their actual years of experience and training (units and degrees) according to the requirements in section 6.1.2. (Note: See section 6.5.6. for scenarios implementing section 6.5.1.)

6.5.2 Social Workers shall be eligible to receive the advanced degrees and certification stipends provided on the schedule in addition to their regular salary.

6.5.3 If for any reason a Social Worker is assigned to a classroom position and does not continue to provide services as a Social Worker as defined in section 6.5.5, their placement on the schedule shall be changed as necessary to comply with the requirements of section 6.1.2.

6.5.4 Social Workers whose salary schedule placement was D-5 or greater on July 1, 2016 will retain their salary placement for the 2016-17 school year and will advance through the schedule according to 6.5.1.1. Social Workers who started prior to July 1, 2016 will be

placed on the salary schedule for the 2016-17 school year as if they started on D5 in their initial year and will advance through the schedule according to 6.5.1.1.

6.5.5 As used in this section 6.5, a Social Worker is an individual assigned to this job title and performing the responsibilities contained in the Social Worker job description.

6.5.6 The parties agree the following scenarios reflect their mutual intent and understanding regarding implementation of this section 6.5.

6.5.6.1 Social Worker with 0-4 years experience:

Year 1 – D-5
2 – D-6
3 – D-7
4 – D-8
5 – D-9
6 – D-10
7 – D-11
8 – D-12
9 + According to schedule (after 3 years at D-12, move to D-15, etc.)

6.5.6.2 Social Worker with 5 years experience:

Year 1 – D-6
2 – D-7
3 – D-8
4 – D-9
5 – D-10
6 – D-11
7 – D-12
8 + According to schedule (after 3 years at D-12, move to D-15, etc.)

6.5.7 The parties acknowledge and agree that their express intent in enacting this section 6.5 is to establish a salary schedule for Social Workers based on criteria other than a uniform allowance for years of training and experience pursuant to the Education Employment Relations Act, Government Code section 3543.2, section (e). Specifically, the parties seek to provide a distinct salary for Social Workers based on the critical need for such services and to further the District's ability to attract and retain Social Workers for the educational and economic benefit of the District and the students it serves.

6.6 Special Education Attract and Retain Salary Schedule Placement [Negotiated 2018]

6.6.1 The District and the Association share a mutual interest in attracting and retaining the highest quality certificated employees. The parties have determined that special education positions currently are particularly hard to fill. Therefore, in order to attract and retain employees in these positions, effective with the 2018-2019 school year, unit members in special education positions as defined in this section 6.6 shall be placed on the salary schedule according to their eligible years of service plus one (1) additional year of credit in recognition of their specialized credentials/authorizations and particularized services to students.

6.6.2 Special Education Positions: As used in this section 6.6, special education positions are defined as and shall apply to unit members who:

6.6.2.1 Are employed to provide service requiring an Education Specialist permit or credential; and

6.6.2.2 Possess such permit or credential (including pre-interns and interns) for Resource Specialist, Mild-Moderate, Moderate-Severe, and Orthopedically Impaired.

6.6.2.3 The foregoing special education positions are referred to collectively as "special education teachers" for purposes of this section 6.6.

6.6.3 Special education teachers initially employed for the 2018-2019 school year shall receive year for year credit teaching experience pursuant to section 6.1.2.2.2 of this Agreement, plus one (1) additional year of credit for placement on the schedule, effective with the 2019-2020 school year (in recognition for having received a hiring bonus for the 2018-2019 school year). For example, a special education teacher initially placed at Step 1 in 2018-2019 will move to Step 3 in 2019-2020, assuming all other eligibility requirements are met.

6.6.4 Special education teachers employed prior to the 2018-2019 school year and continuing in such employment shall receive one (1) additional year of credit for placement on the schedule beginning in 2018-2019.

6.6.5 General education teachers who assume a special education teacher position after the 2018-2019 school year shall receive one (1) additional year of credit for placement on the schedule beginning in the school year the unit member begins service in the special education teacher position.

6.6.6 Special education teachers employed prior to the 2018-2019 school year and continuing in such employment who have reached the maximum step on the schedule (i.e., Column C, Step 30 or Column D, Step 30) shall receive an ongoing, annual stipend equal to the increment amount between steps ($2901 as of the 2018-2019 school year).

6.6.7 A special education teacher who is transferred, voluntarily or involuntarily to a position not requiring a special education credential/authorization shall forego the one (1) additional years' service credit and revert to the appropriate step (or forego the stipend in section (6.6.6 above if applicable) beginning in the school year the unit member begins service in the general education teacher position.

6.6.8 The "Special Education Retention Stipend" reference on the 2017-2018 Teachers With Valid Credential Salary Schedule shall be eliminated effective with the 2018-2019 school year and replaced with the following language on such schedule:

Special Education Attract and Retain Salary Schedule Placement: Effective with the 2018-2019 school year, Special Education Teachers shall receive one (1) additional year of credit for placement on the schedule. Special Education Teachers on Column C, Step 30 or Column D, Step 30 shall receive an ongoing, annual stipend equal to the increment amount between steps ($2901 as of the 2018-2019 school year). (See section 6.6 of Agreement.)

6.6.9 The parties agree the foregoing is a negotiated agreement to a salary schedule based on criteria other than a uniform allowance for years of training and years of experience pursuant to Government Code section 3543.2 (e).

6.7 Bilingual, Cross-Cultural, Language and Academic Development (BCLAD) Stipend for Dual-Language Immersion Program Teachers [Negotiated 2022]

6.7.1 The District and the Association share a mutual interest in attracting and retaining the highest quality certificated employees. The parties have determined that unit members possessing a BCLAD who are providing instruction and/or services to students in a District Two-Way Language Immersion Program shall receive a stipend for possessing and utilizing the expertise, effective with the 2022-2023 school year.

6.7.2 The BCLAD stipend shall be defined as an amount that is one-half of the Master's Stipend as listed on the Teachers With Valid Credential Salary Schedule (Appendix A-1). [Negotiated 2022]

ARTICLE 7

GRIEVANCE PROCEDURE
[Negotiated 1976]

7.1 Purpose

7.1.1 The purpose of the grievance procedure is to process a claim of grievance and to secure, at the administrative level closest to the aggrieved, solutions to problems which may from time to time arise, affecting the welfare or working conditions of members of the unit. The parties agree that confidentiality at any level should be maintained.

7.2 Definitions

7.2.1 A "grievance" is a claim by the aggrieved that there has been an alleged violation of a specific article or section of this Agreement. A grievance shall not include and the grievance procedure shall not apply to any of the following:

7.2.1.1 Any proceeding for the dismissal of a permanent or probationary member of the unit.

7.2.1.2 Any proceeding for the layoff of a permanent or probationary member of the unit.

7.2.1.3 Any attempt to alter or change the provisions of the Agreement by filing a grievance.

7.2.1.4 The evaluation of members of the unit, except for the violation of procedural matters.

7.2.2 Aggrieved – One or more members of the unit asserting a grievance, or the Association, either on behalf of a member or members of the unit, or on its own, shall be referred to as the aggrieved.

7.2.3 Party in Interest – 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.

7.2.4 Days – Days as used herein shall mean school working days.

7.2.5 Representative – Member of the unit, administrator, association representative, or legal counsel who shall represent any party in interest at their election.

7.2.6 Association – Sunnyvale Education Association, exclusive representative, or designee thereof.

7.2.7 Claim – The assertion of a grievance by one or more members of the unit or their representative(s) or the Association pursuant to Section 7.4.5.

7.2.8 Individual Grievance – Any member of the unit may at any time present grievances to the employer and have such grievances adjusted without the intervention of the exclusive

representative as long as the adjustment is reached prior to Level III (See Section 7.3.3) and the adjustment is not inconsistent with the terms of this Agreement. The employer shall not agree to a resolution of the grievance until the exclusive representative has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

7.3 Procedure

7.3.1 Level I – School Principal or Immediate Supervisor

7.3.1.1 A grievance will first be discussed with the Principal, or immediate supervisor of the aggrieved, with the objective of resolving the matter informally. The aggrieved and/or the immediate supervisor may have not more than two (2) representatives present with them at this informal meeting.

7.3.1.2 In the event the aggrieved is not satisfied with the disposition of the grievance, they may submit the claim as a formal grievance in writing to the Principal. If the aggrieved has not filed a claim within the ten (10) days after speaking with the Principal informally, the grievance will be deemed to have been waived. If a formal grievance has been filed, the aggrieved may: (1) discuss the grievance personally; (2) request that a representative(s) accompany them; or (3) request that a representative(s) act(s) on their behalf. (See Section 7.4.7 regarding forms).

7.3.1.3 Within ten (10) days after receipt of the written grievance by the Principal, the Principal or their designee shall meet with the aggrieved and representative(s) in an effort to resolve the matter and shall render a written decision to the aggrieved and representative within ten (10) days after the Level I meeting. Within ten (10) days after meeting with the aggrieved and their authorized representative, if the aggrieved is not represented by the exclusive representative, the Principal shall transmit a copy of the grievance and their proposed resolution of it to the exclusive representative. Within ten (10) days after receipt of a copy of the grievance and the Principal's proposed resolution, the exclusive representative shall transmit to the Principal its written response.

7.3.1.4 Such response shall indicate agreement or disagreement with the Principal's proposed resolution. Supporting written rationale shall accompany a position of disagreement. Within ten (10) days after receipt of the exclusive representative's response to the grievance, the Principal shall render a written decision to the aggrieved and send a copy to the exclusive representative.

7.3.2 Level II – Superintendent or Their Designee

7.3.2.1 If the aggrieved is not satisfied with the disposition of the grievance at Level I, or if no decision has been rendered within ten (10) days after presentation of the grievance in writing, the aggrieved or their representative may forward the written grievance to the Superintendent within five (5) days after the decision at Level I, or fifteen (15) days after the grievance was presented, whichever is later.

7.3.2.2 Within ten (10) days after receipt of the written grievance by the Superintendent, the Superintendent or their designee shall meet with the aggrieved and representative(s) in an effort to resolve the matter and shall render a written

decision to the aggrieved and the exclusive representative within ten (10) days after the Level II meeting. Within ten (10) days after meeting with the aggrieved and their authorized representative, if the aggrieved is not represented by the exclusive representative, the Superintendent shall transmit a copy of the grievance and their proposed resolution of it to the exclusive representative. Within ten (10) days after receipt of a copy of the grievance and the Superintendent's proposed resolution, the exclusive representative shall transmitto the Superintendent its written response. Such response shall indicate agreement or disagreement with the Superintendent's proposed resolution. Supporting written rationale shall accompany a position of disagreement. Within ten (10) days after receipt of the exclusive representative's response to the grievance, the Superintendent shall render a written decision to the aggrievedand send a copy to the exclusive representative.

7.3.3 Level III – Arbitration

7.3.3.1 If the aggrieved is not satisfied with the disposition of the grievance at Level II, or if the time limits expire without issuance of the Superintendent's written reply, the aggrieved may request the Association to submit the grievance to Arbitration. In such cases, the parties shall attempt to mutually agree on an arbitrator within ten (10) days receipt by the District of the Association's request for Arbitration. In the absence of such agreement, the parties shall request a list of arbitrators from the California State Mediation and Conciliation Service (CSMCS). [Negotiated 2013]

7.3.3.2 No party in interest shall be permitted to assert any grounds or evidence before the arbitrator which was not previously disclosed to the other party. The arbitrator shall consider only those issues which have been carried through prior steps as required by the provisions of this procedure.

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

7.3.3.4 Each party shall bear the full cost for its representation in the arbitration. The cost of arbitration shall be divided equally between the employer and the aggrieved.

7.3.3.5 If any party requests a transcript of the proceedings, that party shall bear the full cost for that transcript. If the parties request one (1) transcript, the total cost of the transcript shall be divided equally between the employer and the aggrieved.

7.3.3.6 Absent mutual agreement (See Section 7.3.3.1) an arbitrator shall be selected by the following procedures:

7.3.3.6.1 A representative of the Association or the aggrieved, if not represented by the Association, and the employer's representative shall select the arbitrator from the CSMCS list by eliminating names until one name remains. The first option of elimination shall alternate. The one remaining name shall be the arbitrator. The

process of striking names shall occur within ten (10) days of receipt of the list from CSMCS by both parties.

7.3.3.6.2 All grievances reaching the arbitration level shall be numbered. The odd-numbered grievances will give the employer first elimination; even-numbered grievances will give the other party first elimination.

7.3.3.7 Once the arbitrator has been selected, hearings shall commence at the convenience of the arbitrator. Hearings shall be confined to working days.

7.3.3.8 Witnesses will be assured that their testimony will be kept confidential unless they choose to make it public.

7.3.3.9 The arbitrator's decision will be in writing and will set forth the arbitrator's findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursement or other remedies the arbitrator judges to be proper. The award of the arbitrator will be final and binding on the parties and a copy will be submitted to the Superintendent, the aggrieved and the Association.

7.3.3.10 All costs for the service of the arbitrator, including but not limited to, per diem expenses, the arbitrator's travel and subsistence expenses, and the cost of any hearing room will be borne equally by the employer and the aggrieved. All other costs will be borne by the party incurring them.

7.4 General Provisions

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

7.4.2 In the event a grievance is filed at such a time that it cannot be processed through all the levels in this grievance procedure by the last working day of the school year, the time limits set forth herein will be reduced so that the grievance procedure may be completed prior to the end of the school year, or as soon thereafter as it is practical.

7.4.3 A member of the unit may be represented at all stages of the grievance procedure up to arbitration by (1) themself, (2) legal counsel, and/or (3) a representative(s) of the Association. The member of the unit may change counsel and/or representative(s) at any level during the grievance process as long as the change is communicated in writing to the other party within a reasonable time. Only the Association may represent a grievant at arbitration.

7.4.4 When the aggrieved is not represented by the Association, the Association shall have the right to be present and to state its view on the grievance at all stages of the grievance procedure.

7.4.5 The Association shall have the right to file a grievance alleging a violation of any term or condition of this Agreement, as well as a violation of its rights as contained in Article 4, Association and Employee Rights, and Article 14, Organizational Security.

7.4.6 Aggrieved members of the unit not under the supervision of a principal or immediate supervisor may start at Level II.

7.4.7 Forms for filing a grievance and other related documents have been developed jointly by the Superintendent and the Association and are available at the District Office, each school, and the Association Office. (See Appendix K-1 and K-2)

7.4.8 The parties in interest agree to make available to each other all pertinent information in their possession or control which are relevant to the issues raised by the grievance, not privileged under the law, or employer policies.

7.4.9 No grievance shall be processed unless it shall have been presented at the appropriate level within ten (10) working days after the aggrieved person knew or should have known of the act or condition and its aggrieving nature that formed the basis of the grievance; and if not so presented, the grievance shall be considered as waived.

7.4.10 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.

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

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

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

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

7.4.15 Grievances of a similar or like nature may be joined as a single grievance by mutual agreement of the District and the Association.

ARTICLE 8

HOURS OF EMPLOYMENT
[Negotiated 2016]

8.1 Teaching Hours

8.1.1 Length of Day

8.1.1.1 The length of the certificated employees' workday shall be 7.25 hours for grades TK-5, and 7.5 hours for grades 6-8 including a regular 30-minute duty-free lunch period as defined in section 8.1.4, relief periods, andpreparation periods. Teachers may use part of this time to travel to District sponsored professional growth seminars.

8.1.1.2 When necessary, members of the unit shall be required to participate in teaching-related duties which include, but are not limited to, staff meetings, grade level or department level meetings, staff/parent meetings, PTA or school association meetings, back-to-school night, open house, District or school in-service. The District will make every attempt to keep these duties equitable and reasonable.

a) The "Guidelines of Best Practices: Meetings" is attached to this Agreement as Appendix L. [Negotiated 2014]

8.1.1.3 A schedule of staff meetings shall be established by the principal after consulting with their staff. Special meetings may be called by the principal when a situation requires deviation from the planned schedule.

8.1.1.4 Full time teachers shall be on duty and available for assignment at the site designated by their principal or immediate supervisor on days teachers are to report to work. The schedule for the workday shall be set by the principal after consultation with the staff, or a committee selected by the staff, and shall include the time necessary to meet the professional duties of the teachers at that site and be consistent with Subsection 8.1.1.1 above. Such schedule will include the provisions that all TK and kindergarten teachers must be on duty a minimum of thirty (30) minutes before the time presented for commencing school and thirty (30) minutes after the close of school. All 1-5 teachers must be on duty a minimum of thirty (30) minutes before the time presented for commencing school and twenty-five (25) minutes after the close of school. All 6-8 teachers must be on duty a minimum of fifteen (15) minutes before the opening of the first class period and thirty (30) minutes after the closeof school. [Negotiated 2003 and 2025]

8.1.1.5 The workday for teachers employed less than full-time shall be based as nearly as reasonably possible to an equivalent portion of the normal teaching day for full-time teachers.

8.1.1.6 Social Workers [Negotiated 2018]

Full time Social Workers, in collaboration with their supervisors, will establish a "typical" professional duty day of 7.5 hours. This period of time shall be scheduled between 7 a.m. and 5 p.m. The duty day shall include a duty-free lunch of no fewer than thirty minutes.

The parties acknowledge that an integral aspect of social work is to respond to emergencies and that the "typical" duty day may have to be extended beyond a 7.5 hour period. When this occurs, the social worker and the site supervisor will meet to discuss near term modifications to the social worker's schedule.

8.1.2 Student Contact

Certificated employee(s) shall have, as part of their assignment, the responsibility for not more than the minutes of classroom instruction as specified below except in the 6-7-8 schools when agreed upon by the teacher and site administrator to meet the needs of special programs.

Daily student contact minutes for teachers shall be as follows: [Negotiated 2003]

TK-Kinder:	Standard Day	310 minutes
	Teacher Prep Period Day	210 minutes
	Teacher Learning Day	210 minutes
	Conferencing Day	180 minutes
	Transition Period (5 weeks)	200 minutes
Grades 1-3:	Standard Day	315 minutes
	Teacher Prep Period Day	210 minutes
	Teacher Learning Day	210 minutes
	Conferencing Day	180 minutes
Grades 4-5:	Standard Day	315 minutes
	Teacher Learning Day	210 minutes
	Conferencing Day	180 minutes
TK – 5:	Minimum Day	255 minutes
Grades 6-7-8:	Standard Day	Not less than 288 minutes

8.1.2.1 Transitional Kindergarten (TK) and Kindergarten Program [Negotiated 2016]

8.1.2.1.1 When there is insufficient space at school sites for all TK and kindergarten teachers to have full day TK and kindergarten, decisionsabout TK and kindergarten room assignments and program configuration shall be determined through consensus among the TK and kindergarten teachers and the site administration. In the event consensus is not reached, the site administrator will make the decision

8.1.2.1.2 Individual children may be exempted from the requirement of full day TK and kindergarten if requested by the parent or recommended by the classroom teacher and approved by the site administrator.

The District recognizes that it is within the scope of the teacher's professional responsibility to make recommendations to parents regarding the length of the TK and kindergarten day as it relates to the needs of their child. [Negotiated 2003]

8.1.2.1.3 The District recognizes that teachers have professional discretion to determine the daily schedule, within the requirements of the District adopted curriculum and standards.

8.1.2.2 Teacher Learning Days [Negotiated 2015]

8.1.2.2.1 The Association and the District agree that there is a need for ongoing, in depth site-based teacher collaboration time. Therefore, we agree to implement Teacher Learning Days at the Elementary Level.

8.1.2.2.2 "Teacher Learning Days" (Section 3.24) are defined as days when students are dismissed early for the purpose of providing time for teacher collaboration. It is the intent of both parties that during this time teachers engage in collaborative school, grade or department level teams that focus on implementing each site school plan. This time is not meant to be used as individual teacher planning time or staff meeting time.

8.1.2.2.3 The content of each Teacher Learning Day shall be determined through collaboration between the site administrator and the teachers at that site. Collaboration means that the administrator and the teachers at the site will meet together to come to a mutually agreed upon decision. The expectation is that all teachers will have a voice.

The parties agree that through the collaborative process, the priority for the Teacher Learning Days falling closest to the end of the trimester 1 and 2 assessment windows and before the report card due dates will be "collaborative scoring of assessments" including Standards Based Report Cards (SBRC) rubrics.

Should the consensus of the staff and the principal be to use the foregoing Teacher Learning Days for a purpose other than "collaborative scoring of assessments" including Standards Based

Report Cards (SBRC) rubrics, then the staff and the principal will collaboratively determine when during the windows between the assessments and the report cards described above, this work will be accomplished within the parameters of Article 8.

8.1.2.2.4 Grades 1-3 will add 5 minutes to each "standard day" (for a total of 315 instructional minutes) with the exception of their weekly prep time early release day. Grades 4-5 will add 5 minutes to each "standard day" (for a total of 315 instructional minutes), Monday through Friday. The TK kindergarten instructional day will not change. On the second Tuesday of each month (eight (8) times per school year) all TK-5 students will be dismissed at 12:30 or 12:45, dependent on site bell schedule. The afternoon of these days will be used for site-based teacher learning time.

8.1.2.2.5 The time spent in teacher collaboration on Teacher Learning Days shall be 90 minutes.

8.1.2.2.6 It is expected that all teachers will attend the trainings or meetings specific to their level. In collaboration with the site administrator, sub-groups of teachers, for example, Speech and Language Specialists, Resource Teachers and Special Day Class Teachers, may agree to meet in District wide grade level teams.

8.1.2.2.7 General education teachers required by the District to attend nine (9) or more IEP and/or Section 504 meetings, outside of contractual hours in any given school year, shall be compensated after their eighth (8^{th}) such meeting. Compensation shall be limited to one (1) hour at the Workshop Rate. Payment shall be part of the eligible unit member's final paycheck for the year. The unit member shall be required to timely and accurately complete related documentation. [Negotiated 2025]

8.1.2.2.8 Each site will determine, through collaboration between the teachers and site administrator, a method for maintaining records of the grade, school or department level meetings held on Teacher Learning Days. This should include, but not necessarily be limited to, a statement of purpose, meeting norms, a brief summary of discussion or actions and next steps. A copy of this record will be shared with the site administrator following each Teacher Learning Day.

8.1.3 Preparation Time and Instructional Support

8.1.3.1 All before and after school time shall be set aside for school-wide and individual preparation and planning, except that the employer shall require the building-based certificated employee(s) to attend regularly scheduled faculty meetings. Teachers may use after school time for District-approved in-service training. [Negotiated 2003]

8.1.3.2 In addition to the before and after school time established for planning and preparation, full-time certificated employee(s) shall have preparation time. This time shall be set aside for school based and/or grade level planning. The preparation time shall be as follows:

a) Grades TK-3 self-contained and subject area specialists, 1½ hours per week. TK-1 combination classes, for purposes of this Article, are first grade classes;

b) For TK and kindergarten teachers, who are not in a full day program, such preparation time shall be conducted apart from the student contact day, in accordance with past practice;

c) Grades 4-5: 2 hours per week; [Negotiated 2001]

d) 6-7-8 on the average of one period a day;

e) In any week which has fewer than five (5) working days, if a teacher's regular preparation period is scheduled to occur on a non-working day, such preparation period shall not be rescheduled;

f) If the District returns to a TK-6 elementary school configuration, the preparation time for 6th grade teachers shall be the same as 4-5 teachers; [Negotiated 1997]

g) The parties agree that there may be situations in which middle school teachers voluntarily forego their preparation period to teach an additional class in lieu of hiring additional staff. The parties also agree that this is not precedent setting and is a disfavored method of staffing that the District will make every reasonable effort to avoid. In any event, a teacher who voluntarily foregoes their preparation period in these circumstances shall receive per diem/hourly pay or the contractual hourly rate, whichever is higher. [Negotiated 2007]

8.1.3.3 All regular education 4/5th grade teachers will be provided a minimum of ninety (90) minutes per week of instructional aide time. The responsibilities of the aide will be decided by the individual teacher and may include such things as instructional support, clerical support, helping with paperwork, working with individual or small groups of students. [Negotiated 2001]

8.1.3.4 All preparation time shall be conducted at the school unless otherwise approved by the principal.

8.1.3.5 The District will make every effort to contain the number of individual teacher preparations at the middle schools consistent with economic and staffing necessities. [Negotiated 2003]

If a unit member is assigned by the District to teach four (4) or more preps during a trimester, then the unit member shall receive one (1) release day for that trimester (up to three (3) release days per school year). The release days(s) shall be taken during the same school year earned. The release day(s) is subject to approval in advance by the site principal. If not used that year,

then the District will pay the teacher the current substitute rate for the full day(s) not used. [Negotiated 2025]

8.1.4 Lunch Period

8.1.4.1 All certificated employee(s) shall be entitled to a duty-free daily lunch period of not less than thirty (30) minutes. [Negotiated 2003]

8.1.4.2 Any certificated employee(s) who travels from one school to another shall be allowed a full lunch period of at least thirty (30) minutes plus travel time.

8.1.5 Parent Conferencing [Negotiated 2025]

Parent/teacher conferencing, at the TK-5 level, shall take place in a five (5) day conference week during October. Conferencing days are 180 minutes of instruction each. Spring conferences for TK shall be scheduled as necessary during the last week of March.

8.1.1 Other Minimum Days

Other minimum days may be established by the District Superintendent.

8.2 Job Sharing [Negotiated 2016]

The District and the Association support options for teachers such as job sharing because of thefollowing potential benefits for:

- Students – Program options as a result of having two highly qualified teachers assigned to their classroom.
- Teachers – Time to participate in both personal and professional activities.
- The District – The ability to retain highly qualified and competent teachers.

The decision to enter a job share should not be taken lightly. The coordination, collaboration, and team effort require both time and energy from both partners in the job share program. Participants must ascertain that they have compatible philosophies and teaching styles to assure continuity, consistency, and success for students, as well as having a satisfying, professional experience.

The District and the Association may collaborate on activities designed to inform and educate all parties concerned regarding the program.

8.2.1 Certificated employees, at their own option, may apply for a partial leave of absence to participate in job sharing. Employees may use District email to search for potential job share partners. Job sharing assignments shall be filled only by certificated employees who have jointly requested to work together.

8.2.2 Applicants must submit a written proposal for job sharing to the Human Resources Administrator by March 15. This deadline may be extended by the Human Resources Administrator in extenuating circumstances. The proposed work schedule must include:assignment, duties, and the advantages to the instructional program.

8.2.3 Employees shall be notified whether their written proposal has been accepted by April 15 or within thirty (30) days of an extended submission date pursuant to section 8.2.2. Acceptance of employees into the job sharing program shall be at the discretion of the Board of Education.

8.2.3.1 In order to be eligible to apply for an initial job share, employees must be permanent employees or if returning from leave, have previously established permanent status in the Sunnyvale School District. Also, initial applicants most recent Formal Evaluation must have contained "proficient" ratings in all six (6)standards. If an employee was on Alternative Formal Evaluation, the previous evaluation must be "satisfactory".

8.2.4 Provided that the District approves of the job sharing plan and enters into a written job sharing plan with the participants, participants in the job sharing plan will be placed appropriately on the Teachers' Salary Schedule and will receive a pro-rated salary based on the portion of the teaching assignment they fulfill.

8.2.5 All participants in the job sharing plan will receive a pro-rated amount of the District-paid fringe benefits provided full-time teachers and a pro-rated number of sick leave days based on the percentage of the full-time regular teaching assignment they fulfill. Participants in the job sharing plan who contract to work for at least fifty percent (50%) of a full year's assignment in one school year will receive one (1) full year's step advancement on the salary schedule provided that the requirements of Section 8.2.8 below are met. Participants in the job sharing plan who are employed for less than fifty percent (50%) of a full year's assignment will receive one (1) year's advancement on the salary schedule, at the end of that school year during which their accumulated service over the preceding three (3) school years has reached fifty percent (50%) or more of a full year's assignment.

8.2.6 Participants shall be placed appropriately on the teachers' salary schedule, receive one step increment on that schedule as provided in Section 8.2.5 and 8.2.8, and be given appropriate added increments for advance degrees, tenure, or longevity.

8.2.7 Job sharing participants will contribute to the State Teachers' Retirement System and will receive appropriate credit for service toward retirement.

8.2.8 A participating teacher who contracts for at least fifty percent (50%) of a full year's service will receive credit each year for one full year's advancement on the salary schedule when on duty for seventy-five percent (75%) of the total working days required by the terms of their annual job sharing contract of employment.

8.2.9 Responsibilities of an assignment may be divided and/or allocated according to a plan designed by the job sharers, with the concurrence of the Human Resources Administrator. One of the participants shall be present at all faculty meetings and required staff development activities (subject to section 8.2.10 below) and shall assume responsibility for sharing pertinent information with the non-attending participant, who in turn shall assume responsibility for implementing or applying the outcomes of the staff development to the same degree expected of all teachers.

8.2.10 Unless otherwise directed by the immediate supervisor, participants will attend all regular parent conferences pertaining to a particular student, if both participants have had instructional contact with that student during the grading period in question.

8.2.10.1 Participants will attend all staff development activities that occur during the portion of any day on which they render service according to the approved job sharing plan.

8.2.10.2 All participants will attend Back-to School Night.

8.2.10.3 Participants will attend Open House activities that occur during the portion of any day on which they render service according to the approved job sharing plan.

8.2.11 Participants will be responsible for adequate planning with their partners and for short-and long-range lesson plans.

8.2.12 If a job sharer leaves for illness, etc., the remaining partner will be encouraged to take over. If the partner is not able to take over, the District will attempt to substitute with personnel available within the District.

8.2.13 Participants in a job sharing plan shall sign annual agreements covering the portion of the teaching assignment they elect to fulfill. Participants shall not lose the full-time tenure they have accumulated in the District.

8.2.14 The District's commitment to the teacher electing to work in job sharing will be for that teacher's percent of full-time employment in the future. However, with respect to any certificated employee who has entered into a job sharing plan the following provisions shall apply:

If one job sharing participant, either during the term of the job sharing plan or after its termination date, dies, resigns, retires, or for any other reason permanently ceases to be a participant, the other participant shall increase their hours/days of service from part-time to full-time if the District is unable to obtain a replacement employee, satisfactory to the District, for the employee who is no longer a participant.

The District shall give written notice to the remaining job sharing participant of the fact that the District has not found a replacement, informing the participant that they are reassigned to full-time status. The effective date of such reassignment, if made during the teaching year, shall be twenty (20) working days following the date of such notice. If made during the summer period, the effective date of such reassignment shall be thirty (30) calendar days or twenty (20) working days following the date of such notice, whichever is greater.

8.2.15 If the job sharer wishes to increase from part-time to full-time, such increase will depend upon the staffing needs of the District and the employee's qualifications. In the event a job sharer requests to return to a full-time teaching assignment, the District shall grant such a request before hiring personnel from outside the District to fill a position for which the job sharer is qualified and has requested. In the event that more than one job sharer requests the same position, the criteria to be followed shall be that established in the administrator initiated transfer. (See Section 11.2.2)

8.2.16 A request to return to a full-time assignment must be submitted to the Human Resources Office on or before March 15 of the school year preceding the school year in which the full-time assignment would take place.

8.2.17 Job sharers will be expected to be on duty full-time for three (3) of the first five (5) student instructional days in order to meet with parents and formulate their yearly instructional plan. Job sharers will also be on duty at the end of the school year on any day which they render service according to the approved job sharing plan.

8.2.18 For members of the bargaining unit who elect to participate as a job sharer, the first year of the job sharing shall be considered a trial period, with the option of returning to full-time service guaranteed the following year. However, if a job sharer informs the District, in writing, not later than May 1 of such job sharer's first year of job sharing that they will not have the same job sharing partner for the second year, then the first two years of job sharingshall be considered a trial period, with the option of returning to full-time service guaranteed following the second job sharing year. Those electing not to give notice would no longer have the option of returning to full-time service upon request but would be subject to the provisions of Sections 8.2.14, 8.2.15, and 8.2.16. Notice of an election by a participant not to continue with the job sharing plan beyond the trial year shall be given to the District no later than May 1.

The District shall have the option of terminating the job sharing plan, effective at the end of the trial year. If the job sharer is denied after the trial year, within ten (10) days of the denial the principal shall give a written statement of reasons regarding why the application was not renewed. Any such denial shall be based solely on educational reasons and shall not be discriminatory, punitive, or arbitrary in nature. In the event the District does so elect to terminate the job sharing plan, the District shall have the right to reassign either or both of the job sharing participants to full-time service for the following school year, upon giving written notice to such participant(s) no later than May 1.

8.2.19 Renewal Procedures: If a current participant with more than three (3) school years in a job share changes job share partners for any reason, they will be considered to be in a new job share and therefore subject to the following provisions:

8.2.19.1 Job share participants shall be required to apply for renewal every three (3) years. The three (3) years shall include the one (1) year trial period set forth in section 8.2.18 above (trail year plus two years). However, if a participant changes partners after the first year, the three (3) years shall include only the second trial year pursuant to section 8.2.18 above (two trial years plus two years). The application for renewal shall be for a one or two year period. If the job share is denied, or offered for a shorter duration than requested, within ten (10) days of the denial/offer the principal shall give a written statement of reasons regarding why the application was not renewed as requested. Any denial of the request shall be based solely on educational reasons and shall not be discriminatory, punitive, or arbitrary in nature.

8.2.19.2 Applications for renewal of job shares shall be submitted to the Human Resources Administrator no later than March 15 of the third year of the initial job share or March 15 of any subsequent year in which a renewal is being submitted. The application shall comply with the provisions of section 8.2.2 above.

8.2.19.3 The District will notify applicants in writing by April 15 of the third year of the initial job share or April 15 of any subsequent year in which a renewal has been submitted as to whether the application for renewal has been accepted or denied.

8.2.19.4 Decisions regarding acceptance into the program, including denials or renewals, shall be subject to Article 7 – Grievance Procedure, through but not beyond Level II (Superintendent/Designee). This shall not, however, preclude the Association from pursuing a grievance to arbitration based on an allegation that the District is denying all job shares as a matter of policy.

8.3 Work Year

8.3.1 The work year shall consist of 181 teaching days, three (3) duty days and three (3) staff development days, for a total of 187 work days for all members of the unit. If the staff development days are eliminated or reduced by State action, the days shall be removed from the teachers' duty year, and the salary schedule shall be reduced accordingly. (i.e., .5% per day) to reflect such elimination or reduction. [Negotiated 2000]

8.3.2 For sixth and seventh graders at the middle schools, the first instructional day shall be the day prior to the first day that TK-5 and 8th grade students are scheduled to return to school. This day shall be a minimum day. The last school day for sixth and seventh graders at the middle schools shall be the day prior to the last day TK-5 and 8th grade students are scheduled to be in attendance at school. The last day of school for TK-5 students shall be a minimum day.

8.3.3 The calendar for the 2025-2026 school year is attached hereto as Appendix C.

8.3.4 For all work days in excess of 187, unit members shall be paid a per diem rate, using a divisor of 187.

8.4 Teacher-in-Charge

When an employee is designated a teacher-in-charge for a period of half day or more, a substitute teacher will be provided for their class. Notification shall be given to the teacher whenever possible. (See Appendix A-7 and A-8 for Adjunct Duty Stipend Chart)

ARTICLE 9

CLASS SIZE

April 10, 2025
[Negotiated 2022][Amended 2025]

9.1 Class Size Limits

9.1.1 The class size limits for any one class shall be set forth below. If a new class needs to be established to meet class size requirements, it shall be established within twenty (20) working days.

The District shall attempt to equalize the teaching load for all classroom teachers within similar disciplines and responsibility levels. Consideration shall be given to individual students with exceptional needs when setting up classes and when equalizing the teaching load.

9.1.1.1 TK Class Size: For grade TK, class sizes and permissible student-adult ratios shall be consistent with applicable law, as amended. For example, effective July 1, 2025, the District shall maintain an average of at least one adult for every 10 pupils for transitional kindergarten classrooms.

9.1.1.2 Grades K-3 Class Size: Individual classes in grades K through 3 shall not exceed 24 students, except as provided in section 9.1.1.2.1 below, so long as the Board elects to continue to align class sizes in these grades according to the Local Control Funding Formula (LCFF). The negotiated agreement for this class size arises from the joint interest and purpose of mitigating if not precluding the need for laying off unit members by easing staffing restrictions in grades K-3.

9.1.1.2.1 To further meet the interest and purpose stated in section 9.1.1.2 above, class size may rise to 25 students, subject to the following requirements:

a) All classes at the impacted grade level at the site shall already have 24 students on the class roll.
b) All other options shall have been explored.
c) A teacher shall receive ten dollars ($10.00) for each day they have 25 students on their class roll, provided that:

i. This payment shall not apply to the first twenty (20) days of student instruction at the beginning of the school year.
ii. If a 25th student is on the class roll as of the twenty-first day of student instruction, the teacher shall be entitled to this payment retroactive to the first day on which there were 25 students on the class roll.
iii. Affected teachers shall receive this payment as soon as practicable but not later than the end of the month following the month in which entitlement to the payment occurred.

iv. The principal shall meet and consult with the appropriate grade level team before deciding where to place a 25th student.

9.1.1.1.3 If the Board determines to cease staffing any of grades K-3 at a level to continue to meet the foregoing class size maximum, it shall promptly notify SEA and, upon written request, meet and negotiate the impacts of such decision.

9.1.1.3 Fourth, Fifth Grades: 32 (i.e., combination classes shall have the cap of the lower grade)

9.1.1.4 Sixth grade classes shall be staffed at 32:1 with an absolute maximum of 34. The 6th grade PE class size average shall not exceed the average of the 7th and 8th grade PE classes. The average is calculated by totaling all 7th and 8th grade PE students at the site and dividing that number by the total number of 7th and 8th grade PE classes at the site. If at any time an individual 6th grade PE class size exceeds 38 students for a period of 30 or more school days then the parties will meet to address methods of providing additional support or reducing class size. [Negotiated 2000]

9.1.1.5 Seventh, Eighth Grades: 35 - Except for Spanish, French, Chorus, P.E., Drama, Band and Orchestra, which may vary in the class size limit depending upon the course, the facilities and the plans.

9.1.2 Special Education [Negotiated 2025]

The Superintendent or designee shall ensure that caseloads for special education teachers are within the maximum caseloads established by law, the collective bargaining agreement and/or the comprehensive plan of the Special Education Local Plan Area (SELPA) in which the district participates.

9.1.2.1 Resource Specialists –

No resource specialist shall have a caseload which exceeds 28 students. As necessary and with the agreement of the resource specialist, the Governing Board may request a waiver from the State Board of Education to increase the caseload to no more than 32 students, provided that an individual resource specialist does not have caseload exceeding 28 students for more than two school years and has the assistance of an instructional aide at least five hours daily during the period of the waiver. (EC § 56362, 56362.1; CCR Title 5, 3100)

Level of services will be taken into consideration when determining caseload. Caseload numbers refer to students with active IEPs.

9.1.2.2 Speech and Language Pathologists –

The maximum caseload for a speech and language specialist providing services exclusively to individuals with exceptional needs, between the ages of three and five years, inclusive, as defined in Section 56441.11 or 56026, shall not exceed 40. (EC § 56441.7).

The average caseload for a language, speech, and hearing specialists in special education local plan areas shall not exceed 55 cases, unless the SELPA plan specifies a higher average caseload and the reasons for the greater average caseload. (EC § 56363.3).

9.1.2.3 Special Day Classes –

Class sizes and caseloads establish for special day classes will take into consideration The complexity and intensity of each student's needs, limitations established by law, and/or the comprehensive plan of the Special Education Local Plan Area (SELPA) in which the district participates.

9.1.3 Class Size Adjustment Procedure (Grades 4-5) [Negotiated 2015]

9.1.3.1 Internal class size adjustments for grades 4 and 5 shall be made by the principal within twenty (20) days.

9.1.3.2 It may be necessary to exceed the class limits during the school year although class limits will always be kept within the legal limitations as established by the Education Code.

9.1.3.3 A teacher in grades 4-5 shall receive ten dollars ($10.00) for each day they have 33 or 34 students ($10.00 for the 33rd and an additional $10.00 for the 34th student) on their class roll or assigned to their class as an included student defined in section 20.4, provided that:

9.1.3.3.1 This payment shall not apply to the first twenty (20) days of student instruction at the beginning of the school year.

9.1.3.3.2 If a 33rd or 34th student is on the class roll as of the twenty-first day of student instruction, the teacher shall be entitled to this payment retroactive to the first day on which there were 33 or 34 students on the class roll.

9.1.3.3.3 Affected teachers shall receive this payment as soon as practicable but not later than the end of the month following the month in which entitlement to the payment occurred.

9.1.3.3.4 The principal shall meet and consult with the appropriate grade level team before deciding where to place a 33rd or 34th student.

9.1.4 Class Size Adjustment Procedure (Grades 6-8) [Negotiated 2025]

9.1.4.1 Internal class size adjustments for grades 6,7, and 8 shall be made by the principal within twenty (20) days.

9.1.4.2 It may be necessary to exceed the class limits during the school year although class limits will always be kept within the legal limitations as established by the Education code. Excepted for the classes listed in sections 9.1.1.4 and 9.1.1.5.

9.1.4.3 A teacher in grade 6 shall receive five dollars ($5.00) for each day they have extra students, in excess of 34, for 1-3 periods per day. A teacher in grade 6 shall receive ten dollars ($10.00) for each day they have extra student, in excess of 34, for 4 or more periods per day. A teacher in grades 7-8 shall receive five dollars ($5.00) for each day they have extra students, in excess of 35, for 1-3 periods per day. A teacher in grades 7-8 shall receive ten dollars ($10.00) for each day they have extra student, in excess of 35, for 4 or more periods per day. The payments above require that the extra students are on their class roll, provided that:

9.1.4.3.1 This payment shall not apply to the first twenty (20) days of student instruction at the beginning of the school year.

9.1.4.3.2 If the extra student(s) is on the class roll as of the twenty-first day of student instruction, then the teacher shall be entitled to the payment described above retroactive to the first day on which they exceeded 34 for grade 6 or exceeded 35 for grades 7-8 on the class roll.

9.1.4.3.3 Affected teachers shall receive this payment as soon as practicable but not later than the end of the month following the month in which entitlement to the payment occurred.

9.1.4.3.4 The principal shall meet and consult with the appropriate grade level team before deciding where to place the extra student(s).

9.2 Combination Classes [Negotiated 2014]

9.2.1 The purpose of this section is to set forth the parties' agreement to provide accommodations in working conditions for those certificated employees combination classes, in regular education, grades TK-5.

9.2.2 The parties agree that as an accommodation, combination class teachers shall be permitted four release days per year for the purpose of planning and preparation, not to be used in less than one-half day increments.

9.2.3 These release days shall not accumulate from year to year. A release day must be used throughout the school year. If not used, the District will pay the teacher the current substitute rate for the full day not used in that year

9.2.4 The release day will be scheduled per the regular administrative process used to schedule substitutes.

9.2.5 Extra Work Agreements shall be set up for those who choose the substitute rate stipend. A School Business Agreement shall be accessed for those choosing to use the substitute. All Stipend requests should be submitted prior to June 10 of each school year.

9.3 Social Worker Case Load

Social Workers and the Student Services administrator or evaluator will meet at least once per trimester to discuss caseload and site responsibilities.

ARTICLE 10

LEAVES
April 10, 2025
[Negotiated 2016] [Amended 2025]

10.1 Illness and Extended Illness Leave

10.1.1 Paid leaves of absence for illness or accident shall be earned by full-time employees at the rate of ten (10) days per school year for the ten-month employees and twelve (12) days per school year for twelve-month employees. Unused days of illness leave shall be accumulated without limit from year to year.

10.1.2 No additional days of illness leave shall be earned as a result of special summer employment.

10.1.3 When all accumulated illness leave has been used, the employee shall be paid the difference between their regular salary and the salary paid to their substitute or the amount which would have been paid. During this differential pay period, the amount withheld from the employee's salary shall not exceed fifty percent (50%) of their per diem. Such period shall not exceed 100 working days beginning with the first day of absence due to illness or accident after complete use of accumulated illness leave. An employee is entitled to this leave each and every year.

10.1.4 An employee new to the District may, upon request and verification, be credited for any unused accumulated illness leave held by them in a California school district where they were employed during the preceding school year providing such employment was for a period of one year or more.

10.1.5 Employees absent due to illness or accident for a period of three (3) days or less may be required by the District to submit a written declaration as to the cause of the absence when there is a suspected misuse of sick leave. When the absence exceeds three (3) days, the District may require, in addition to the declaration, the employee to submit a signed statement by a physician as to the cause of the absence and the nature of the illness and the expected date of return to work. The District, at its discretion, may require an employee to submit a statement from his physician that the employee is well and able to carry on the particular duties of his assignment.

10.1.6 Employees who have exhausted all Personal Necessity Leave may use accumulated sick leave days for the purpose of caring for a seriously ill parent, child or spouse.

10.2 Catastrophic Sick Leave [Negotiated 2000]

10.2.1 Bargaining unit members may donate accrued sick leave in one-half day increments to another bargaining unit member for use by that member as paid sick leave, pursuant to the requirements of this section. (See forms in Appendix J) Subject to agreement by CSEA and SCCAMP, any District employee may donate accrued sick leave to any other District employee who is eligible for Catastrophic Sick Leave. [Negotiated 2007]

Eligibility For Using Donated Time

a) The member must be off work full-time or part-time (not actually rendering service to the District) due to a personal serious health condition or for purposes of caring for a member of the employee's immediate family.

b) The member must have exhausted all accrued sick leave (under section 10.1.1).

c) As used in this section 10.2 and all subdivisions, "serious health condition" is defined as one that necessitates inpatient treatment, or at least two doctor visits (or one visit plus a continuing regimen of treatment) and incapacitates the employee for more than three consecutive days. If the employee is unable to work for more than three (3) days, they are considered "incapacitated." Permanent, recurring conditions such as Epilepsy also qualify. Thus, although the definition of a "serious health condition" is much broader and more inclusive than the definition of "disability," it does not typically extend to common ailments such as a cold or the flu. [Negotiated 2007]

There is no minimum or maximum number of days that must be donated, received, or used.

10.2.2 Procedure For Donation of Hours

10.2.2.1 SEA shall inform members on a case-by-case basis when the need for donated time arises.

10.2.2.2 SEA shall be responsible for collecting donated time. Members shall authorize donations in writing, signed, and dated.

10.2.2.3 SEA shall compile the list of donated time in order of donations received and submit the list to the District along with supporting written authorizations.

10.2.2.3.1 Once the first-round list is received by the District, no more donations will be added to the list. In the event that more donations are needed, the process may be repeated.

10.2.2.4 The District will convert the donated days to dollar amounts, based on the pay rate(s) of the donor member. Thereafter, the District will deduct sick leave from the donor, according to the list, and credit it to the member on leave, according to the pay rate of the member on leave.

10.2.2.5 Donor members on the list whose days were not used will have their original authorization forms returned to them as a confirmation that their donated days were not used.

10.3 Industrial Accident and/or Industrial Illness Leave

10.3.1 Industrial accidents and industrial illnesses must be reported immediately to the employee's supervisor. The following rules and regulations shall apply to all industrial accident and industrial illness leaves of absence.

10.3.2 Allowable leave shall be for sixty (60) days during which the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District in any fiscal year for the same accident.

10.3.3 Allowable leave shall not be accumulated from year to year.

10.3.4 Industrial accident or illness leave shall commence on the first day of absence.

10.3.5 When a person employed in a position requiring certification qualifications is absent from their duties because of an industrial accident or illness, they shall be paid such portion of the salary due them for any month in which the absence occurs as, when added to their temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, will result in a payment to them of not more than his full salary.

10.3.6 Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.

10.3.7 When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due them for the same illness or injury.

10.3.8 Upon termination of the industrial accident or illness leave, the employee shall be entitled to the benefits provided in the appropriate code, and for the purposes of each of these sections, his absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that, if the employee continues to receive temporary disability indemnity, they may elect to take as much of their accumulated sick leave which, when added to their temporary disability indemnity, will result in a payment to them of not more than their full salary.

10.3.9 During any paid leave of absence, the employee shall endorse to the District the temporary disability indemnity checks received on account of their industrial accident or illness. The District, in turn, shall issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement and other authorized contributions.

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

10.4 Personal Necessity Leave (Deducted From Sick Leave)

10.4.1 Personal Necessity Leave shall be limited to circumstances serious in nature which the employee can not reasonably be expected to disregard.

10.4.2 Personal Necessity Leave may be used for the following reasons:

10.4.2.1 Death or serious illness of a member of the employee's immediate family;

10.4.2.2 Accident, involving the employee's person or property, or the person or property of a member of his immediate family;

10.4.2.3 Appearance in court as a litigant; or as a witness under an official order;

10.4.2.4 Professional or personal matters that conform to the definition of Personal Necessity included in these regulations described below:

10.4.2.4.1 An action or activity that is serious and compelling in nature; that cannot be disregarded; that admits no choice of conduct; and requires immediate attention;

10.4.2.4.2 An action or activity that cannot be accomplished except during working hours;

10.4.2.4.3 An action or activity characterized by presenting an unavoidable choice as compared with a weighing of advantages which would be characteristic of a personal convenience.

10.4.3 Personal Necessity Leave may not be taken to extend vacation or holiday periods. The Human Resources Department may in its discretion grant exceptions to this rule on a case by case basis in extremely compelling circumstances. A normal two (2) day weekend does not constitute a vacation or holiday. [Negotiated 2011]

10.4.4 [Amended 2025] If Personal Necessity Leave is for more than three (3) days, or falls on a date immediately preceding or succeeding vacation leave, a holiday, or a non-duty day, then written notice of personal necessity leave shall be submitted on forms prepared by the Human Resources Department (see Appendix F). Such notice shall be filed with the employee's principal or immediate supervisor, for forwarding to the Human Resources Administrator, at least three (3) working days in advance of the effective date of the leave, or as soon in advance as possible, given the nature of the leave.

10.4.4.1 Requests shall be submitted as early as possible and not later than three (3) working days following the employee's return to duty.

10.4.5 The District, within ten (10) days after the date on which the employee has taken personal necessity leave, may request that the employee state in writing the factual basis for such leave.

10.4.5.1 Within five (5) days following such request, the employee shall furnish the District with a written statement of the factual basis for such leave.

10.4.5.2 If the District finds that such factual basis is not true or is not a reason for personal necessity leave as defined in section 10.4.2, the employee shall not be entitled to a paid leave for the day in question. If the employee has already been paid for such day, such payment constitutes an erroneous over-payment of the employee, and the District shall be entitled to recover the over-payment by payroll deduction from the employee's next succeeding pay warrant.

10.4.5.3 In case of such recovery of over-payment, the District shall restore to the employee the day of sick leave previously used.

10.4.6 Personal Necessity Leave shall be deducted from the employee's accumulated illness leave and limited to ten (10) days per school year. A maximum of ten (10) of these days may be used under Sections 10.4.2.1, 10.4.2.2, 10.4.2.3 or 10.4.2.4. [Negotiated 1994]

10.4.7 The initial option to reduce illness leave accumulation for purposes of personal necessity leave is that of the employee, and his submittal of a personal necessity leave request shall be considered adequate evidence that reduction of illness leave is of their choice.

10.4.8 A Personal Necessity Leave Form is attached as Appendix F.

10.5 Personal Business Leave (User Pays Substitute Cost)

10.5.1 The Board of Education shall grant annually up to two (2) days leave of absence to a teacher for professional or personal reasons without loss of any sick leave benefits provided that the District will deduct from the employee's salary the amount actually paid for a substitute or the amount that would have been paid had a substitute been employed.

10.5.2 Professional or personal matters that conform to the definition of Personal Business included in these regulations are described below:

10.5.2.1 An action or activity that is serious and compelling in nature; that cannot be disregarded; that admits no choice of conduct; and requires immediate attention.

10.5.2.2 An action or activity that cannot be accomplished except during working hours.

10.5.2.3 An action or activity characterized by presenting an unavoidable choice as compared with a weighing of advantages which would be characteristic of a personal convenience.

10.5.2.4 Personal Business Leave may not be taken to extend vacation or holiday periods. A normal two (2) day weekend does not constitute a vacation or holiday. [Negotiated 1984]

10.5.3 A Personal Business Leave form has been agreed to by the parties and is attached to and becomes part of the contract as Appendix G.

10.6 Bereavement Leave

10.6.1 Each certificated employee shall be allowed up to five (5) days of absence without loss of pay for the death of any member of their immediate family as defined in section 3.12 of this Agreement. [Amended 2025] Bereavement leave shall be completed within twelve (12) months of the date of the death of the family member. Upon request, the employee shall provide documentation of the death of the family member within thirty (30) days of the first day of the leave.

10.7 Pregnancy Disability and Child Bonding Leaves [Negotiated 2022]

10.7.1 Pregnancy Disability Leave: The Board of Education shall grant a pregnancy disability leave of absence as provided by law to a female unit member who will be absent from their duties due to pregnancy, miscarriage, childbirth and recovery therefrom (hereafter referred to collectively as "pregnancy" for purposes of sections 10.7.1 through 10.7.6).

10.7.1.1 Disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom are, for all job-related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment by the District.

10.7.1.2 Accumulated sick leave shall be utilized by a unit member for absences due to pregnancy disability when a statement from the individual's physician indicated that the unit member is unable to work.

10.7.2 A written statement from the employee shall be filed in the Human Resources Department no later than one (1) month prior to the date when leave is desired, stating the approximate date the leave shall begin and the approximate date the employee expects to resume their duties.

10.7.2.1 The employee shall be responsible for having their physician send a letter to the Human Resources Department stating the beginning date of disability and the length of the leave of absence, including the date on which the employee shall resume duties, all of which shall be determined by the employee and the employee's physician.

10.7.2.2 When the disability ceases, the employee shall have their physician send a letter to the Human Resources Department stating the disability termination date and that the employee is able to resume all duties associated with their position.

10.7.2.3 Should the requested leave of absence begin prior to the beginning date of disability and extend beyond the disability termination date, these periods of time shall not be eligible for sick leave benefits, subject to section 10.7.7.

10.7.2.4 During absences necessitated by pregnancy the unit member's sick leave benefits shall be utilized as provided in Education Code 44965.

10.7.3 The District will pay its prorated amount of employee benefits during the period of the disability consistent with Article 6, section 6.2 of this Agreement.

10.7.4 Written notification shall be given by the employee to the Human Resources Department at least five (5) days prior to the resumption of duties. Prior to the termination of the pregnancy disability leave, the employee may request Child Bonding and/or Infant Child Care Leave.

10.7.5 Advancement on the salary schedule shall be in accordance with Article 6.

10.7.6 Child Bonding Leave: Unit members may elect to utilize up to 12 weeks of child bonding leave occasioned by the birth of the unit member's child, or the placement of a child with a unit member in connection with the unit member's adoption or foster care of the child as provided by the California Family Rights Act (CFRA).

The minimum duration of the leave shall be two weeks. However, the District shall grant a request for a CFRA leave of less than two weeks' duration on any two occasions. Such leave runs concurrently with the 12 week leave period provided by the CFRA. For detail on how to count the 12 weeks of leave, see section 12.7.8 below.

10.7.6.1 For mothers, the 12 week child bonding leave shall commence at the conclusion of (but need not be taken immediately following) any pregnancy disability leave.

10.7.6.2 For non-birthing parents, the 12 week child bonding leave shall commence on the first day of such leave.

10.7.6.3 Pursuant to Education Code section 44977.5, if a unit member exhausts their accumulated sick leave prior to expiration of the 12-week child bonding leave, they shall be entitled to differential pay as defined in section 10.1.3 above for the balance of the 12-week period.

10.7.6.4 The District must be provided with at least thirty (30) days prior notice of intent to take a child bonding leave, except in the case of emergency.

10.7.6.5 Any child bonding leave(s) taken shall be concluded within one year of the birth or placement of a child with the employee in connection with the adoption or foster care of the child by the employee.

10.7.6.6 The 12-week child bonding period provided by Education Code section 44977.5 is separate and distinct from extended sick leave provided by Education Code section 44977 (as provided in section 10.1.3 of this Agreement).

10.7.6.7 Pursuant to Education Code section 44977.5, in order to qualify for child bonding leave, employees must have completed one year (twelve months of service) for the District, but are not required to have at least 1,250 hours of service during the previous one year (twelve months) period.

10.7.7 Counting the 12 Week Period: The 12-week child bonding period is 60 days, based on the employee's normally scheduled work weeks, subject to the following (these provisions are a summary of the regulation governing CFRA bonding leave [California Code of Regulations, title 2, section 11090]):

10.7.7.1 If an employee takes leave in less than a one week increment and a holiday falls within that week, the holiday does not count against the 60 days.

10.7.7.2 If an employee takes leave in an increment of one week or more and a holiday falls within that period of leave, the week is nevertheless counted against the 60 days of CFRA leave as a full week of CFRA leave (i.e., 5 days).

10.7.7.3 If an employee is not expected to report to work during a break or recess of one or more weeks during which District operations are wholly or partially shut down, leave days taken during these periods do not count towards the 60 days of CFRA leave. These periods of time are: Holiday Recess (December/January), Winter Recess (February), Spring Recess (April), and Summer Break.

10.8 Adoptive Leave: This leave is separate and distinct from Child Bonding Leave as provided in section 10.7.7.

10.8.1 The Adoptive Leave of Absence shall not begin more than one (1) month prior to the date of adoption. The leave shall not extend beyond the end of the semester in which the first anniversary date of adoption falls. The leave of absence may be for a shorter period of time when requested by the employee.

10.8.2 The employee will give the Human Resources Department five (5) day notice prior to the starting date of the leave.

10.8.3 No compensation shall be paid to the employee while on adoptive leave. The District will not make contributions toward employee benefits for teachers on adoptive leave except as required by law. The employee may elect to continue his benefits at their

own expense. Arrangements for this should be made through the Human Resources Department.

10.8.4 Advancement on the salary schedule shall be in accordance with Article 6.

10.9 Infant Child Care Leave: This leave is separate and distinct from Child Bonding Leave as provided in section 10.7.7.

10.9.1 The Board of Education shall grant an Infant Child Care Leave of Absence when requested by the unit member.

10.9.2 Upon the request of the unit member, the District shall grant an Infant Child Care Leave for the balance of the semester in which the child is born. At the request of the employee, the District will extend the child care leave of absence for the following semester and the next succeeding semester. An Infant Child Care Leave of Absence may not terminate during a semester except at the discretion of the District. The District will not pay any employee benefits during the leave of absence for child care except as required by law. The employee may elect to continue his benefits at their own expense. Arrangements for this should be made through the Human Resources Department.

10.9.3 Advancement on the salary schedule shall be in accordance with Article 6.

10.10 Sabbatical Leave

10.10.1 General provisions applicable to both one- and two- semester sabbatical leaves are:

10.10.1.1 A detailed outline of the purpose and plans for the leave must accompany the application.

10.10.1.2 The employee may be required to perform such services during the leave as the Governing Board and the employee may agree upon in writing.

10.10.1.3 Upon approval of the leave, the employee shall sign an agreement to render service in the District for a period of time equal to twice the period of the leave.

10.10.1.4 In case of injury to, or illness of, the employee during the sabbatical leave which prevents his completing the purpose of the leave, the sabbatical leave will be terminated and all provisions for sick leave will apply. If death or physical or mental disability prevents the employee from fulfilling his agreement to return to service in the District, no repayment of salary will be required. 1

10.10.1.5 Retirement, income tax, and other authorized deductions will be withheld from the employee's compensation while on leave.

10.10.1.6 The District may reduce the salary by the amount the employee earns over the regular annual salary they would have received had they not been on leave. Grants and scholarships shall not be considered income. The employee shall provide the District with a written statement of all salaries earned while on leave.

10.10.1.7 Should the employee fail to complete the required period of service in the District upon completion of the leave, they shall repay to the District a portion of the salary paid while on leave equal to the ratio that the incomplete time bears to the full required period of time.

10.10.1.8 No travel credits shall be granted for salary schedule purposes.

10.10.1.9 College units of credit earned while on leave will be recognized for salary schedule purposes.

10.10.1.10 Full credit for time on leave will be allowed for salary schedule purposes.

10.10.1.11 Should the employee request a leave of absence to be effective prior to completing the required period of service, they shall post a performance bond equal to the amount required in Section 10.10.1.7 above.

10.10.1.12 This Agreement is limited to applications for a full-year's sabbatical leave at one-half (1/2) their annual rate of pay.

10.10.1.13 The Sabbatical Leave Committee shall make recommendations to the Superintendent and shall rank the priority of such recommendations when requested.

10.10.2 Criteria for approval of a full-year sabbatical leave at one-half (1/2) pay:

10.10.2.1 The applicant must have completed seven (7) years of satisfactory service in the Sunnyvale School District on a regular credential before the effective date of the leave.

10.10.2.2 The application must be submitted on or before February 1 of the school year preceding the school year in which the sabbatical leave is taken.

10.10.2.3 The proposed activity must be related to the applicant's present or future service in the District.

10.10.2.4 The applicant plans a graduate study program of not less than sixteen (16) semester units towards one of the following objectives:

10.10.2.4.1 An advanced degree;

10.10.2.4.2 A California credential;

10.10.2.4.3 To update the knowledge and skills for the position currently held.

10.10.2.5 At least six (6) semester units must be taken during a single semester with the balance taken during the other semester.

10.10.2.6 When the leave is for a graduate study program, the applicant must submit an official transcript of credits within ninety (90) calendar days after completion of leave.

10.10.2.7 Travel

10.10.2.7.1 A tentative itinerary must accompany the application.

10.10.2.7.2 A statement of how the teacher and students will benefit from the travel must accompany the application.

10.10.2.7.3 The applicant must be in travel status for at least twelve (12) weeks during each semester while on leave.

10.10.2.7.4 The applicant must submit a satisfactory written report within ninety (90) calendar days after completion of the leave.

10.10.2.8 When a leave is for a combination of graduate study and travel, the required number of semester units and the required number of weeks in travel status may be prorated.

10.10.3 Criteria for approval of one semester sabbatical leave at full pay:

10.10.3.1 The applicant must have completed seven (7) years of satisfactory service in the Sunnyvale School District on a regular credential before the effective date of leave.

10.10.3.2 The application must be submitted on or before February 1 of the school year in which the sabbatical leave is taken.

10.10.3.3 The proposed activity must be related to the applicant's present or future service in the District.

10.10.3.4 The applicant plans a graduate study program of not less than twelve (12) semester units towards one of the following objectives:

10.10.3.4.1 An advanced degree;

10.10.3.4.2 A California credential of value to an elementary school district;

10.10.3.4.3 A very special pre-approved program to update the knowledge and skills for the position currently held.

10.10.3.5 The applicant must submit an official transcript of credits within ninety (90) calendar days after completion of the leave.

10.11 Jury Duty or Witness Leave

10.11.1 An employee shall be granted paid leave for jury duty or for any court appearance under an official order in which they are not a litigant. All compensation received by the employee for such an appearance, however, shall be deposited to the credit of the District. If the employee does not deposit such compensation, the absence shall constitute leave without pay.

10.11.2 When appearance in court as a litigant is necessary, the employee may exercise his rights as provided in the Personal Necessity Leave provision.

10.12 Legislative Leave

10.12.1 Every person employed by the District as a permanent employee in a position requiring certification qualifications who is elected to the Legislature shall be granted a leave of absence from their duties as an employee of the District by the Governing Board of the District.

10.12.2 During the term of such leave of absence, the employee may be employed by the District to perform such less than full-time service requiring certification qualifications for such compensation and upon such terms and conditions as may be mutually agreed upon.

10.12.3 Such absence shall not affect in any way the classification of such employee.

10.12.4 Within six (6) months after the term of office of such employee expires, they shall be entitled to return to the position held by them at the time of their election, at the salary to which they would have been entitled had they not been absent themselves from the service of the District under this section.

10.12.5 Notwithstanding any provision of this code to the contrary, a person employed to take the place of any such employee shall not have any right to such a position following the return of such employee to the position.

10.12.6 This section shall apply to any permanent certificated District employee who held the office of Member of the Assembly or State Senator on or after January 4, 1965. (Education Code 44801)

10.13 Association Leave

10.13.1 An unpaid leave of absence of up to two (2) years shall be granted to any member of the unit, upon application, for the purpose of serving as an officer of the California Teachers Association or the National Education Association. Such leave shall be for at least one (1) semester.

10.13.2 Leave shall be granted upon request by the Association for absences at no expense to the District, for officers and/or representatives of the Association, not to exceed twenty (20) days per school year, to attend to organizational business.

10.13.3 The Association President and the Superintendent shall meet at the request of either party for the equivalent of four (4) school days per year for purposes of discussing matters of mutual concern. There shall be no salary deduction for said meetings. [Negotiated 2007]

10.14 Conferences and Visitations

10.14.1 The Board of Education will provide for attendance of certificated employees at conferences and workshops which will benefit the District and which will contribute to the professional growth and competency of the employee. The Superintendent may authorize leaves for conferences and workshops to be held within the state. Such leaves may be with or without loss of salary, and/or with or without reimbursement of necessary expenses by the District. This may include officers and duly appointed delegates of professional associations. Determination as to the payment of salary and/or expenses will be made at the time the leave is granted.

10.14.2 The Superintendent, at their discretion, may grant permission for an employee to be absent without loss of pay for the purpose of visitation.

10.15 Unpaid Leaves [Negotiated 2012]

10.15.1 One year's leave of absence, without pay, will be granted to teachers with at least one (1) year of service in the District as a permanent employee under the following conditions:

10.15.2 Leave for Full or Half Subsequent School Year: Requests for leave must be in writing and received by the District by April 15 of the school year prior to the school year of the proposed leave. No reasons are required to be stated on timely leave requests for the full or half subsequent school year. ("School year" is defined in section 3.17 of this Agreement)

10.15.3 Late Requests for Leave: Leave requests under section 10.15.1 submitted after April 15 will be considered on a case by case basis and may be granted at the discretion of the District based on written information provided by the teacher that the requested leave is related to:

10.15.3.1 An action or activity that is serious and compelling in nature; that cannot be disregarded; that admits no choice of conduct; and requires immediate attention;

10.15.3.2 An action or activity that cannot be accomplished except during working hours;
or
10.15.3.3 An action or activity characterized by presenting an unavoidable choice as compared with a weighing of advantages which would be characteristic of a personal convenience.

10.15.4 Requests for Leave Other Than Full or Half Subsequent School Year: Requests for leave other than the full or half subsequent school year, even if received by April 15, will be considered in the same manner set forth in sections 10.15.2 through 10.15.2.3.

10.15.5 Requests for Mid-Year Leave: Requests for leave to occur during the current school year will be considered in the same manner set forth in sections 10.15.2 through 10.15.2.3.

10.15.6 Renewal of Leave: It is intended that unpaid leaves under this section 10.15 are granted only once. Requests for renewal of such leaves, however, must be received by the District within the time lines in section 10.15.6 and will be considered in the same manner as set forth in sections 10.15.2 through 10.15.2.3.

10.15.7 Notice of Intent to Return From Leave: Teachers on unpaid leave must notify the District of their intent to return as follows:

10.15.7.1 One-half (1/2) or more school year leave: notification by four (4) months prior to the end of leave.

10.15.7.2 Less than one-half (1/2) school year leave: notification by two (2) months prior to the end of leave.

10.16 Military Leave

10.16.1 Employees who are members of any reserve corps of the Armed Forces of the United States or of the National Guard, or who are inducted, enlisted, or are otherwise ordered to active military duty, shall be granted such leave and military leave pay as is provided by law.

10.16.2 Employees on military leave shall retain those rights and privileges as required by law.

10.16.3 Voluntary requested Reserve Corps and National Guard military training periods must be taken at times when school is not in session unless that training is offered only during periods when school is in session.

10.17 Disability Allowance

10.17.1 A member of the unit who has applied for a disability allowance under STRS shall be granted an unpaid leave of absence for up to 39 months.

10.18 Employee Maintenance

10.18.1 When an employee is on leave but wishes to continue fringe benefits at their expense, the employee's quarterly contribution must be made in advance. Failure to make paymentsin advance will result in termination of coverage.

10.18.2 The District will notify the Association of unit members who are becoming delinquent before termination of coverage.

ARTICLE 11

TRANSFER
[Negotiated 2000]

11.1 Introduction

Transfer pertains to the movement of the members of the unit from one school site or facility to another school site or facility, but does not apply to a change in assignment at a particular school site or facility nor to the assignment of a member of the unit to a particular classroom, grade level, or subject area. Changes in assignment for teachers who are assigned to two or more school sites or facilities shall not be considered a transfer providing they are still performing the same duties within the position.

11.2 Types of Transfers

The two types of transfers are: employee-initiated and administrator-initiated.

11.2.1 Employee-initiated transfers require that a member of the unit request, in writing, to the Human Resources Administrator, a transfer from one school site or facility to another. Such a request must state the specific reasons for the request and may specify the school site or facility desired.

11.2.2 Administrator-initiated transfers shall be at the discretion of the Superintendent. The Superintendent, or his designee, in a private conference, shall inform unit members who are administratively transferred of this action as early as possible. These transfers shall be in the best interests of the District's educational program and shall not be punitive nor disciplinary in nature.

11.3 Procedures For Employee-Initiated Transfer [Negotiated 2022]

11.3.1 Employee may request a transfer by applying for a posted vacancy via the District digital application process

11.3.2 The principal assigned to the specified school where the vacancy exists will review all employee-initiated applications. The principal will forward a list of all interviewees to the Human Resources Department along with a recommendation concerning the vacancy. The Human Resources Department will notify all interviewees of their status.

11.3.3 Within ten (10) days, if requested, the Superintendent, or his designee, shall give the employee a written statement of reasons regarding why the employee's request for transfer was not granted.

11.3.4 When a school closes, teachers at the school shall have the first opportunity to fill vacancies for which they are qualified at the school(s) where students from the closed school are transferred.

11.3.5 The Human Resources Department shall notify unit members of all vacancies via email posting. A list of vacancies will be maintained as a link on the District Website on the Human Resources page.

11.3.6 All open positions shall be posted on the Santa Clara County Office of Education's recruiting website: www.edjoin.org.

11.3.7 All positions shall be posted as they occur.

11.3.8 Once the school year begins, any member of the unit subject to an employee-initiated transfer shall be entitled to up to two (2) days of release time for the purpose of effecting the transfer, moving materials to a new site, becoming familiar with pupil records, site orientation and curriculum planning. A unit member may waive any portion of the above described two (2) days.

11.4 Procedures For Administrative-Initiated Transfer

11.4.1 If requested, the Superintendent, or his designee, shall give the certificated employee a written statement of reasons for the administrative transfer. Certificated employees who are administratively transferred shall have the right to indicate preference from a list of vacancies.

11.4.2 When an administrative-initiated transfer results from a reduction in enrollment, service, or an increase in class size, the following criteria will be taken into consideration in determining who will be transferred:
The employee's credentials, staffing needs of the school, District staffing needs, experience, desire of the teacher, seniority, and professional preparation. All other factors being equal, seniority shall govern.

11.4.3 The District will make every effort not to give an administrator-initiated transfer to an employee for a minimum of three (3) years following such a transfer. In any event, any certificated employee given an administrator-initiated transfer shall not be given another administrative-initiated transfer for a minimum of two (2) years without the consent of the employee, or unless the employee requests a transfer, or as mandated by the closure of schools, or the elimination of a position. [Negotiated 2007]

11.4.4 Once the school year begins, any member of the unit subject to an administrative-initiated transfer shall be entitled to up to two (2) days of release time for the purpose of effecting the transfer, moving materials to a new site, becoming familiar with pupil records, site orientation and curriculum planning. A unit member may waive any portion of the above described two (2) days.

11.5 Reassignment

Reassignment is the movement of a unit member from one subject area to another subject area, from one grade level to another grade level, or from one configuration to another, such as team teaching, restructuring, or other reconfiguration within the same site. Each spring the site administrator shall make such assignments with the interests of the school program and the needs of the students in mind.

11.5.1 The District will make every effort not to reassign an employee for a minimum of three (3) years following a reassignment. In any event, any certificated employee given a reassignment shall not be given another reassignment for a minimum of two (2) years without the consent of the employee, or unless the employee requests a reassignment, or as mandated by the closure of schools, or the elimination of a position. [Modified 2007]

11.5.2 Once the school year begins, any member of the unit subject to a reassignment shall be entitled to up to two (2) days of release time for the purpose of effecting the transfer, moving materials to a new classroom, becoming familiar with pupil records, and curriculum planning. A unit member may waive any portion of the above described two (2) days.

11.5.3 Within ten (10) days, if requested, the Superintendent, or his designee, shall give the employee a written statement of reasons for the reassignment.

11.6 Transfers to Exchange Positions

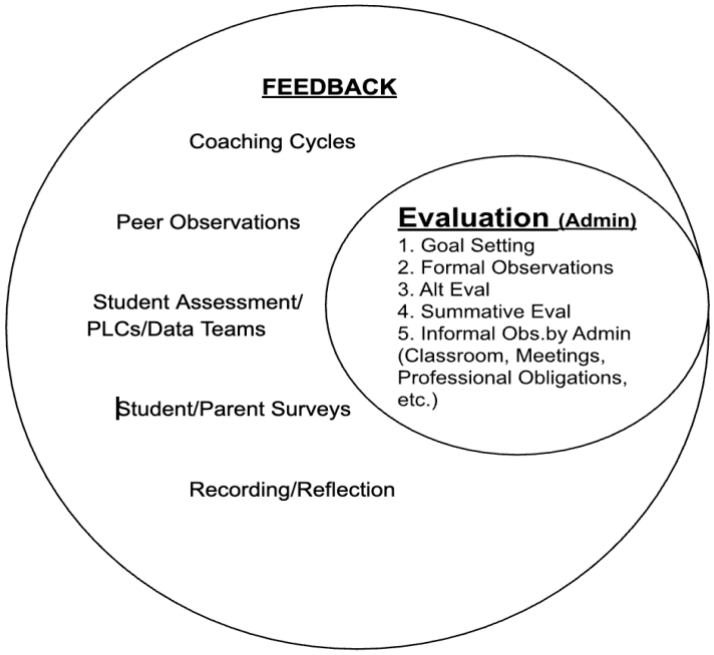
Any two certificated employees may choose to exchange positions for a period of one (1) year, with the consent of the Superintendent, or his designee. Any certificated employee may enter into such an exchange not more than once every four (4) years. The exchange teachers shall remain in their position for the entire school year.

ARTICLE 12

CERTIFICATED EMPLOYEES EVALUATION AND FEEDBACK
[Negotiated 2015, Amended 2025]

12.1 Evaluation and Feedback Procedure

12.1.1 The Sunnyvale School District's evaluation and feedback system fosters professionalism, collaboration, and professional growth while ensuring excellence and accountability for student achievement. Feedback, a key strategy for improving teaching and student learning, can be formal or informal. Informal feedback may include classroom visits, coaching, data teams, and grade-level meetings, while formal feedback may involve goal setting, observations, conferences, and evaluations. Evaluations by supervisors are a subset of and fall under the broader category of feedback.



12.1.1.1 The site supervisor/principal will provide an in-service at the beginning of each school year to acquaint new teachers with the evaluation process.

12.1.1.2 Members of the unit assigned to more than one building shall be assigned one supervisor. These members shall be evaluated by this supervisor with input from site administrator(s). Copies of any observations and comments may be sent to the immediate supervisor with a copy given to the unit member.

12.1.1.3 Members of the unit, including Teachers on Special Assignment (TOSA), shall not be required to formally evaluate other members of the unit.

12.1.1.4 Members of the unit shall have the right to initiate a written reaction or response to the evaluation. Such response shall be limited to and must relate to the

content of the evaluation. Such response shall become a permanent attachment to the employee's personnel file.

12.1.1.5 The evaluation of members of the unit, except for the alleged violation of procedural matters, shall not be subject to the Grievance Procedure.

12.1.1.6 For social workers, all references to "observation" in this article refer to consultations and clinical supervision. In addition, the use of any observation-related forms shall not be required, nor is there any required frequency or length of observations.

12.2 Permanent Members

12.2.1 Permanent unit members must be formally evaluated once every other year except as provided for in 12.2.2 and 12.2.3.7. Two (2) formal evaluation methods are available to every permanent unit member: Traditional Formal or Alternative Formal. Permanent members who are not being formally evaluated by one of these methods shall be considered Off Cycle for that year.

12.2.1.1 The evaluator, in collaboration with the permanent unit member, shall make a decision as to whether the unit member is to be formally evaluated or considered Off Cycle for the subsequent year, with the evaluator making the final decision. If the evaluator and the unit member disagree on this final decision, the evaluator shall provide a written explanation to the unit member for their decision. This shall be done prior to the last day of school.

Unless the permanent unit member is required by the evaluator to be on Traditional Formal, the decision as to which formal option (Traditional or Alternative) can be made as early as May of the current year, but no later than the fall goal conference. The intent of this section is to make the decision as early as practical.

12.2.2 Extended Evaluation Off Cycle: Permanent unit members who meet the following criteria may be evaluated every fourth year. This means if an employee is evaluated in "year 1," they would next be evaluated in "year 5" or sooner according to section 12.2.2.3 below. [Negotiated 2022]

12.2.2.1 Permanent unit members who have been employed at least ten (10) years with the Sunnyvale School District; and

12.2.2.2 Whose previous overall rating on a Traditional Formal Evaluation was proficient, or whose previous rating on an Alternative Formal Evaluation was satisfactory.

12.2.2.3 If the above criteria are met, the unit member and evaluator may agree to participate in the to four year cycle. The Extended Evaluation Off Cycle Agreement Form (Appendix D-10) shall be submitted with the Formal Evaluation (Traditional or Alternative). The unit member or the evaluator may withdraw consent at any time. The evaluator's decision to place the employee on, or withdraw the employee from the up to four year cycle shall not be subject to Article 7 (Grievance Procedure).

12.2.3 Permanent members of the unit who are being formally evaluated shall be evaluated using one of the following two (2) methods: Traditional Formal or Alternative Formal.

12.2.3.1 Those unit members on Traditional Formal shall receive at least two (2) observations prior to May. Prior to each observation, the unit member and the evaluator shall meet to discuss the observation using the Pre-Observation Conference Guide (Appendix D-3). This meeting shall take place within five (5) days of the observation. Following each observation, the unit member and evaluator shall meet to discuss the observation, using the Post-Observation Feedback Form (Appendix D-4). One (1) written evaluation using the Traditional Formal Certificated Summative Evaluation Form (Appendix D-6), shall be transmitted to the member no later than thirty (30) calendar days before the last day of school.

12.2.3.2 Each Traditional Formal evaluation shall be based upon the California Standards for the Teaching Profession (teachers), National Evaluation Framework for School Social Work Practice (social workers), Performance Assessment of Contributions and Effectiveness of SLPs (SLPs) and at least two (2) observations of thirty (30) minutes or more.

12.2.3.3 There shall be a post-observation conference which shall occur within five (5) working days following each observation. The Post Observation Form (Appendix D-4) shall be provided to the unit member within ten (10) working days following the conference; however, failure to meet this preferred timeline shall not be a violation of this Article. Use of the completed form is mandatory. The deadline may be extended by mutual agreement of the administrator and the teacher, but in any event, the completed form shall be delivered in a timely manner.

12.2.3.4 If any member of the unit on Traditional Formal Cycle receives a "Needs Improvement" or "Unsatisfactory" on the Post Observation Feedback Form (Appendix D-4), the evaluator or the teacher may request one additional observation using the same form and procedure. Either the evaluator or the permanent teacher may request an alternate observer selected by the Human Resources Administrator to conduct the additional observation. The evaluator shall provide on said form a specific written explanation for such rating and shall include specific written recommendation(s) for improvement.

12.2.3.5 The evaluator(s) of the member of the unit shall take action to assist in correcting any "Needs Improvement" or "Unsatisfactory" on the overall rating of the Formal Observation Feedback Form (Appendix D-4) or on any standard of theTraditional Formal Certificated Instructional Evaluation Summative Form (Appendix D-6). Such action shall include specific written recommendations for improvement and assistance in implementing such recommendations (See Appendix D-5 – Support Plan). It may also include but not be limited to peer assistance, coaching and/or possible requirements that the member of the unit shall, as determined necessary by the evaluator, participate in a program designed, in collaboration with the member, to improve the appropriate area(s) of performance.

12.2.3.6 In addition to mandated Support Plans (see 12.2.3.5) either the unit member or evaluator may request support for professional growth aligned with the California Standards for the Teaching Profession (teachers), National Evaluation Framework for School Social Work Practice (social workers), Performance Assessment of Contributions and Effectiveness of SLPs (SLPs). To accomplish this intent, plans of support may be developed jointly by the evaluator and the unit member. These plans of support can be informal or formal/written.

12.2.3.7 The evaluator shall annually evaluate the member using a Traditional Formal method until there are no longer any standards that are rated Unsatisfactory or Needs Improvement on the Traditional Formal Certificated summative Evaluation Form.

12.2.4 Unit members on Alternative Formal will devise, in conjunction with their immediate supervisor, a project or practice for focus that will positively impact student learning. [Negotiated 2022]

12.2.4.1 Unit members must submit the Alternative Plan Goals Form (Appendix D-7) within the first 12 weeks of the unit member's work year.

12.2.4.2 A minimum of two Progress Review Meetings will be held between November 1st and April 1st of the year in which the member is on the Alternative Evaluation Plan.

12.2.4.3 The Alternative Option Signature Page (Appendix D-9) and the Self Reflection Summary (Appendix D-8) shall be discussed and signed by the member and their evaluator not later than thirty (30) calendar days before the last school (student instructional) day scheduled on the school calendar.

12.2.5 Any permanent member of the unit may be placed on Off Cycle for the year following a formal evaluation cycle. This decision is made in collaboration between the evaluator and the unit member, with the evaluator making the final decision. The requirement for those members in Off Cycle includes a Goals Conference (Appendix D-1) in the fall and a follow-up Goal's Reflection Conference in the spring (Appendix D-2).

A unit member in their first year of service in permanent status shall be Off-Cycle subject to section 12.2.6 (the administrator may place, or the unit member may request to be placed, on a Traditional Formal evaluation cycle). [Negotiated 2022]

12.2.6 If a member is on Alternative Formal or Off Cycle, and the administrator has adequately supported written documentation of a concern about the member's job performance, the administrator may place, or the member may request to be placed, on a Traditional Formal evaluation cycle. Adequate supported written documentation may include, but is not limited to, observations and/or classroom visitations. Such Formal evaluation shall remain in effect for the rest of the school year or until such time that the employee receives a proficient evaluation or is separated from the District. If a change in evaluation procedures occurs at the initiation of the evaluator, the affected member shall be notified in writing of such change.

12.3 Probationary Members

12.3.1 All probationary members shall be evaluated every year using the Traditional Formal evaluation type.

12.3.1.1 Probationary members of the unit shall be observed at least two (2) times prior to December 15 and at least one (1) more time prior to March 15. Prior to each observation, the unit member and the evaluator shall meet to discuss the observation using the Pre-Observation Conference Guide (Appendix D-3). This meeting shall take place within five (5) working days of the observation. Following each observation, the unit member and evaluator shall meet to discuss the observationusing the Post-Observation Feedback Form (Appendix D-4). One (1) written evaluation using the Traditional Formal Certificated Summative Evaluation Form (Appendix D-6), shall be transmitted to the member no later than thirty (30) calendar days before the last day of school.

12.3.1.2 There shall be a post-observation conference which shall occur within five (5) working days following each observation. The Post Observation Feedback Form (Appendix D-4) shall be provided to the unit member within ten (10) working days following the conference; however, failure to meet this preferred timeline shall not be a violation of this Article. Use of the completed form is mandatory. The deadline may be extended by mutual agreement of the administrator and the teacher, but in any event, the completed form shall be delivered in a timely manner

12.4 Temporary Members

12.4.1 Whenever practical, temporary members of the unit shall be evaluated using the procedures and timelines outlined in 12.2 or 12.3. When the timeline outlined in 12.3 does not allow, temporary members of the unit shall be observed at least once within the first six (6) weeks of service. Prior to each observation, the unit member and the evaluator shall (7) meet to discuss the observation using the Pre-Observation Conference Guide (Appendix D-3). This meeting shall take place within five (5) working days of the observation. Following each observation, the unit member and evaluator shall meet to discuss the observation using the Post-Observation Feedback Form (Appendix D-4). One (1) written evaluation using the Traditional Formal Certificated Summative Evaluation Form (Appendix D-8), shall be transmitted to the member no later than thirty (30) calendar days before the last day of school.

12.4.2 There shall be a post-observation conference which shall occur within five (5) working days following the observation. The Post Observation Feedback Form (Appendix D-4) shall be provided to the unit member within ten (10) working days following the conference; however, failure to meet this preferred timeline shall not be a violation of this Article. Use of the completed form is mandatory. The deadline may be extended by mutual agreement of the administrator and the teacher, but in any event, the completed form shall be delivered in a timely manner.

12.5 Goals Conferences [Negotiated 2014]

12.5.1 Each unit member shall participate in an annual Professional Goals Conference with their evaluator.

12.5.2 Professional Goals Conferences shall occur within the first eight weeks of the unit member work year. Conferences for unit members beginning their service after the first four weeks of the work year shall occur within four weeks of service.

12.5.3 The Individual Professional Goals form (Appendix D-1) will guide the conversation between the unit member and evaluator with focus on continuous improvement. The teacher and the evaluator will collaborate and agree on the two standards for focus.

12.5.4 The Social Worker and the Student Services administrator will collaborate to establish a plan of support for social workers new to the profession. Whenever feasible and appropriate, professional development support, which may include clinical supervision, will be provided.

12.6 Support Plans

12.6.1 This section applies to Permanent, Probationary, and Temporary unit members. The District and SEA support professional growth aligned with the California Standards for the Teaching Profession ("CSTP"), (teachers), National Evaluation Framework for School Social Work Practice (social workers), Performance Assessment of Contributions and Effectiveness of SLPs (SLPs). This support may focus on academic, social-emotional, and/or behavioral needs and growth of students. Support for professional growth of unit members can be initiated by unit member request, by principal request and/or referral or as a result of an Unsatisfactory or Needs Improvement rating as specified in section 12.6.2.

12.6.2 Evaluators must assist unit members on Traditional Formal Evaluation in addressing any "Needs Improvement" or Unsatisfactory" ratings on the Traditional Formal. This includes written improvement recommendations and support, such as peer assistance, coaching, or participation in a targeted improvement program developed collaboratively with the evaluator. (See Appendix D-5, Teacher Support Plan)

12.6.3 A unit member on an alternative evaluation or off-cycle may be placed on a Support Plan if their performance is deemed below "Satisfactory" on any CSTP standard, based on documented evidence. The plan will include written improvement recommendations and support, such as peer assistance, coaching, or participation in a targeted improvement program designed collaboratively with the evaluator. (See Appendix D-5, Teacher Support Plan)

12.6.4 In addition to evaluator initiated Support Plans (See 12.6.2 and 12.6.3) the unit member may request support for professional growth aligned with the CSTP's (teachers), National Evaluation Framework for School Social Work Practice (social workers), Performance Assessment of Contributions and Effectiveness of SLPs (SLPs). This support may focus on academic, social-emotional, and/or behavioral needs and growth of students. To accomplish this intent, plans of support may be developed jointly by the evaluator and the unit member. These plans of support may be informal or formal/written.

12.7 Personnel Files

12.7.1 The Human Resources Department shall establish and maintain file(s) for each certificated employee. The file(s) shall be the official District repository for the Traditional Formal Certificated Summative Evaluation Form (Appendix D-6). A working file to contain observation and evaluation records shall also be kept in the building administrator's office. The same provisions pertaining to the official file in the Human Resources Department shall apply.

12.7.2 Materials in personnel files of employees which may serve as a basis for affecting the status of their employment are to be made available for the inspection of the person involved.

12.7.3 Such material is not to include ratings, reports, or records which (1) were obtained prior to the employment of the person involved, (2) were prepared by identifiable examination committee members, or (3) were obtained in connection with a promotional examination.

12.7.4 Every employee shall have the right to inspect such materials outside contract hours upon request.

12.7.5 Information of a derogatory nature shall not be entered or filed unless, and until, the employee is given notice and an opportunity to review and comment thereon. An employee shall have the right to enter, and have attached to any such derogatory statement, his own comments thereon. Such review shall take place during normal business hours, and the employee shall be released from duty for this purpose without salary reduction.

12.8 Public Charges

A complaint regarding a member of the unit made to any member of administration by any parent, student, or other person which does, or may, influence the evaluation of a member of the unit shall be discussed with that member. The principal may schedule a meeting to include themselves, the complainant and the teacher. The teacher, upon request, will be afforded a representative by the Association.

ARTICLE 13

SAFETY CONDITIONS OF EMPLOYMENT
[Negotiated 1976, 2015]

13.1 Unsafe Conditions

13.1.1 Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.

13.1.2 The District and its employees shall comply with the provisions of the California Occupational Safety and Health Act (CAL/OSHA) and compliance or non-compliance with its provisions shall be determined in accordance with investigatory and adjudicatory procedures provided for in CAL/OSHA.

13.1.3 Neither the employer nor employee shall knowingly violate the provisions of the California Fire Code.

13.2 Suspension

13.2.1 Teachers Right to Suspend – A teacher may suspend a student from their class in accordance with the provisions of the law. A copy of current applicable laws, including the causes for suspension (Education Code section 48900) and the teacher's right to suspend as described in this section (Education Code section 48910) are presented in Appendix H. If changes occur during the life of this Agreement, notification of such changes shall be distributed to the Association.

13.3 Assault on Employees

13.3.1 Every parent, guardian, or other person who upbraids or abuses any teacher of the public school, in the presence or hearing of a pupil, is guilty of a misdemeanor, which is punishable by law.

13.3.2 Any parent, guardian, or other person who insults or abuses any teacher in the presence of other personnel or pupils, and at a place which is on school premises or public sidewalks, streets, or other public ways adjacent to school premises or at some other place, if the teacher is required to be at such other place in connection with assigned school activities, is guilty of a misdemeanor, which is punishable by law.

13.3.3 Certificated employee(s) shall immediately report threats or assaults suffered by them in connection with their employment to their principal or other immediate superior who shall immediately report the incident to the police.

13.4 Legal Defense of Unit Members

The District will indemnify and defend any unit member, pursuant to state law, if legal action is brought against the unit member as a result of performing duties within the course and scope of their employment.

13.5 Damage to Personal Property

Upon the request of a unit member whose property has been damaged by the misconduct of a pupil which occurs during the unit member's course and scope of employment, the District shall investigate, and in meritorious cases, arrange for restitution/reimbursement.

13.6 Rights and Duties of Employees

Bargaining unit members who are assigned to work with students with identified behavioral differences will comply with student Behavior Support Plans and will be provided, at no cost to the unit members, appropriate trainings designed to support students. Unit members are encouraged to voluntarily participate in such trainings.

ARTICLE 14

ORGANIZATIONAL SECURITY
[Negotiated 1976]

14.1 Maintenance of Membership

14.1.1 Employees shall have the absolute right to form, join, or participate in the organization(s) of their choice. Employees shall not be required as a condition of employment to become a member of any organization.

14.1.2 Employees who are dues paying members of the unit at the outset of the Agreement shall be required to maintain membership until the expiration of this Agreement. Nothing contained in this Agreement, however, shall deprive the employee of the right to terminate his obligation to the employee organization within a period of thirty (30) days following the expiration of this Agreement.

14.2 Dues Deduction Authorization

Any certificated employee who is a member or agency fee payer of the Association, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of unified membership dues, initiation fees, and general assessments in the Association. Such authorization shall continue in effect from year to year unless revoked in writing pursuant to the maintenance of membership provision. Pursuant to such authorization, the Employer shall deduct one-tenth (1/10) of such dues from the regular salary check of certificated employee(s) each month for ten (10) months. Deductions for employees who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year. Dues deductions shall be without cost to the employee or the Association.

14.3 Payment of Monies

With respect to all sums deducted by the District to Sections 14.2 and 14.5.1 herein, whether for membership dues or agency fee, the District agrees promptly to remit such monies to the Association accompanied by any alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished.

14.4 Deductions – Other Purposes

Upon written authorization from a member of the unit, the Employer shall deduct the appropriate amount from the salary of any member of the unit and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs for which such deductions are permitted by law.

The Association agrees to furnish the necessary information needed by the employer to fulfill the provisions of this Article.

14.5 Agency Fee (Fair Share) Effective July 1, 1991

14.5.1 Any unit member who is not a member of the Association, or who does not apply for membership within thirty (30) days from the date of commencement of assigned duties

within the bargaining unit, shall become a member of the Association or pay to the Association a fee in an amount equal to unified membership dues, initiation fees and general assessments, payable to the Association in one lump sum cash payment in the same manner as required for the payment of membership dues, provided, however, that the unit member may authorize payroll deduction for such fee in the same manner as provided in Section 14.2 of this Article. In the event that unit members shall not pay such fee directly to the Association, or authorize payment through payroll deduction as provided in Section 14.2, the Association shall so inform the District, and the District shall immediately begin automatic payroll deductions as provided in Education Code Section 45061 and in the same manner as set forth in Section 14.2 of this Article. There shall be no charge to the Association for such mandatory agency fee deductions.

14.5.2 Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Association as a condition of employment; except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under Section 501 (c) (3) of Title 26 of the Internal Revenue Code:

14.5.2.1 Foundation to Assist California Teachers

14.5.2.2 United Way of Silicon Valley

14.5.2.3 Social Advocates for Youth

Such payment shall be made on or before October 1 of each school year.

14.5.3 Proof of payment and a written statement of objection along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, pursuant to Section 14.5.2 above, shall be made on an annual basis to the Association and District as a condition of continued exemption from the provisions of Sections 14.2 and 14.5.1 above. Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented on or before October 1 of each school year.

14.5.4 All matters pertaining to the amount of the agency fee payment, claims or arbitration's concerning such amount or concerning requests for refund of any such amount, shall be subject procedurally to PERB Rules and Regulations and to applicable federal and state laws. The District shall be under no obligation to respond to, process, or in any way participate in such matters.

14.5.5 Commencing July 1, 1991, the agency fee arrangement shall apply to all unit members, regardless of date of hire.

14.5.6 The agency fee arrangement as described herein is effective as of February 15, 1990, the date of approval by the Board of Education.

ARTICLE 15

NEGOTIATION PROCEDURES
[Negotiated 1976]

15.1 Negotiations – General

No later than 100 calendar days prior to the expiration of this Agreement, the Association and the Board shall exchange in writing all new proposals being offered for inclusion in the successor Agreement. The Board then shall schedule a public meeting within twenty-one (21) calendar days to present such proposals in accordance with the provisions of the Government Code Section 3547. Thereafter, the parties shall meet and negotiate regarding matters within the scope of representation.

15.2 Outside Consultants

The negotiating sessions shall be private; however, either party may utilize the services of outside consultants to assist in or be present at negotiations.

15.3 Representatives

The employer and the Association may be represented in negotiation sessions by authorized officers, individual representatives, or committees.

15.4 Time and Place

Negotiating sessions will be held at times and places as mutually agreed upon by the parties.

15.5 Number of Representatives

The Association shall be allowed released time for up to five (5) of its members for the purpose of meeting and negotiating, at agreed upon meetings, with District representatives on all matters within the scope of representation pursuant to Government Code Section 3543.2.

Whenever representatives of the Association are mutually scheduled by the parties to participate during working hours in negotiation sessions, they shall suffer no loss in compensation for such time spent meeting and negotiating with District representatives.

15.6 Reports

Both parties shall furnish each other, upon reasonable written request, a copy of District documents pertinent to the issues under negotiation, not otherwise privileged at law.

15.7 Tentative Agreements

Unless the parties agree to the contrary, when a tentative agreement has been reached on an item, it shall be reduced to writing and initialed by both parties prior to adjournment of the session.

15.8 Final Approval

When a final agreement has been reached on all items, the parties shall have the total agreement ratified by the employer and the membership of the Association.

ARTICLE 16

EFFECT OF AGREEMENT
[Negotiated 1976]

16.1 Complete Understanding

The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties hereto. The terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written amendment executed according to the provisions of this Agreement. This Agreement terminates and supersedes those past practices, agreements, procedures, traditions, and rules or regulations inconsistent with any matters covered herein. However, existing policies, rules, regulations, practices, and procedures which are consistent with this Agreement are not modified. The parties agree that during the negotiations which culminated in this Agreement, each party enjoyed and exercised without restraint, coercion, intimidation, or other limitation, the right and opportunity to make demands and proposals or counterproposals with respect to any matter not reserved by policy or law from compromise through negotiations, and that the understandings and agreements arrived at after the exercise of that right and opportunity are set forth herein.

16.2 Individual Contracts

Any individual contract between the Board and an individual member shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

16.3 Savings

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law. The remaining unaffected articles, sections, and clauses shall remain in full force and effect for the duration of this Agreement.

16.4 Miscellaneous

16.4.1 The Association agrees that it will not take any reprisal against any management employee or Board member regarding the administration of this Agreement, or any grievance filed hereunder.

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

16.4.3 The Board and the Association agree to share equally the costs of printing this Agreement.

16.4.4 A copy of this Agreement will be given to each employee. New employees will receive the Agreement as part of their initial new employee processing package.

ARTICLE 17

NO STRIKE, NO LOCKOUT
[Negotiated 1976]

17.1 The Association and the Board agree that differences between the parties hereto shall be settled by peaceful means as provided in this Agreement. During the term of this Agreement, the Association, in consideration of the terms and conditions of this Agreement, will not engage in, instigate, or condone any strike, work stoppage, or any concerted refusal to perform work duties as required in this Agreement, and will undertake to exert its best efforts to discourage any such acts by any employees in the bargaining unit. During the term of this Agreement, the Board, in consideration of the terms and conditions of this Agreement, will not authorize or permit any lockout of Association members or other persons covered by this Agreement.

ARTICLE 18

STATE PRE-SCHOOL PROGRAM
[Negotiated 2001]

The District shall provide for State Pre-School Program Teachers such rights and privileges related to the certificated bargaining unit with the exceptions of salary, workday, vacation, optional leave, and as otherwise excepted in this Agreement.

18.1 Compensation Guides

18.1.1 Salary Schedule

18.1.1.1 A salary schedule adopted by the Board shall be published and made available to all State Pre-School Program certificated personnel.

18.1.1.2 To compute hourly rates of pay, a thirty-five (35) hour week is equivalent to 151.66 hours per month.

18.1.1.3 The salary schedule for the State Pre-School Program Teachers for the 2016-2017 school year and every year thereafter shall be set forth in Appendix A-2.

18.1.2 Error in Compensation

18.1.2.1 Whenever it is determined that an error has been made in the calculation or reporting of any State Pre-School Program certificated employee's salary, the District shall, within five (5) working days following such determination, provide the employee with a statement of correction.

18.1.3 Initial Placement

18.1.3.1 The salary schedule shall be implemented as follows:

18.1.3.1.1 Initial placement – Initial placement on the salary schedule is dependent upon four factors: (1) possession of a valid State Pre-School Program Instructional Permit; (2) completion of a Bachelor's Degree; (3) the number of college or university semester units completed after receipt of the Bachelor's Degree; and (4) the number of years of prior teaching experience. Their placement on this salary schedule will conform to the following guidelines:

a) Vertical placement will be consistent with their current longevity status.

b) Horizontal placement will be made pursuant to receipt of verification of State Pre-School Program Instructional Permit, verification of Bachelor's Degree if applicable, and receipt of official transcripts verifying post Bachelor's Degree units if applicable.

18.1.3.2 Training and experience – State Pre-School permit holders will be responsible for furnishing the Human Resources Office sufficient evidence of training and experience. Official transcripts from colleges and universities are required. Upon initial employment, beginning June 1, 2001, the Board of Education will allow up to a maximum of eleven (11) years, and increasing to fifteen (15) years by 2005, of prior teaching experience for placement on the salary schedule. A year of experience shall consist of continuous active service for 75% or more of each fiscal year. Fractional parts of different school years may not be added for the purpose of counting a year of experience in placement on the salary schedule.

18.1.3.3 Vertical advancement – After initial employment, vertical advancement of the salary schedule from one step to the next shall be allowed where the employee has worked 75% of the number of working days required by the terms of his annual contract of employment. Vertical advancement will be made at the hire date anniversary.

18.1.3.4 Horizontal advancement – Horizontal advancement from column to column on the salary schedule will be made at the beginning of each school year upon verification by official college or university transcripts or by official grade cards. Units of work are in the terms of semester units. A maximum of seven (8) credits for short courses and other approved professional growth seminars may be used in moving from one column to the next.

18.1.3.5 All post BA course work taken after initial employment, must have PRIOR approval by the principal or immediate supervisor of the permit holder. In cases when prior approval was not obtained by the employee, the principal or immediate supervisor, at his option, may subsequently approve the course work. October 1 is the deadline for receipt in the Human Resources Office of the official transcripts of credit or official grade cards for salary schedule placement.

18.1.3.6 Scholarship – to encourage a high level of scholarship in the School District's professional staff, the following conditions will prevail:

18.1.3.6.1 College or university course work, to be credited for salary advancement, must be at the level of "C" grade or above, on a grading scale represented by A, B, C, D, and F. Grades D, F and "Incomplete" are not acceptable.

18.1.3.6.2 When institutions grade on a "pass-fail" or "plus-minus", those units receiving "pass" or "plus" shall be considered as qualifying units though not included in averaging procedures. "Fail" or "minus" units will not be credited.

18.1.4 Extra Hours/Miscellaneous Compensation

18.1.4.1 State Pre-School Program teachers may request to work extra hours past their regular workday on a temporary basis. Such extra hour assignments shall be based upon mutual consent and shall require the approval of the Administrator

of the State Pre-School Program. Approved extra hour assignments shall be paid at the teacher's regular hourly rate of pay for any day or fraction of a day.

18.1.4.2 State Pre-School Program teachers working past 4:00 p.m. for the purpose of waiting for a late parent shall receive their regular hourly rate of pay for any hour or fraction of an hour past the regular workday.

18.1.4.3 Unit members who complete a professional growth seminar will be paid at the rate of .000375 of Cell A-1 of regular teacher salary schedule, upon submitting to the District proof of completion of such seminar. "Professional Growth Seminar" shall mean a class, course, workshop, conference, or seminar which is sponsored by the District after contract hours.

Unit members who elect to be paid for completion of a professional growth seminar shall not, simultaneously, utilize such seminar for purposes of receiving a career increment pursuant to Section 6.1.2.4.

18.2 Hours of Employment

18.2.1 Workday

18.2.1.1 Full-time State Pre-School Program teachers work a seven (7) hour workday, exclusive of their regular 30-minute, duty-free lunch period, but including relief periods.

18.2.1.2 State Pre-School Program teachers shall have one (1) hour of student-free time per day to work on program needs, except on days of planned staff or teachers' meetings.

18.2.2 Work Year

18.2.2.1 The State Pre-School Program work year calendar is the same as the Districts' regular teacher work year calendar. (See Appendix C).

18.2.2.2 The work year shall consist of 181 teaching days, three (3) Staff Development days and three (3) Teacher Duty days, for a total of 187 work days for all members of the unit.

18.2.2.3 For all work days in excess of 187, unit members shall be paid a per diem rate, using a divisor of 187.

18.3 Seniority

Seniority in the District shall be from the first day of paid service as a probationary State Pre-School Program teacher.

18.4 State Pre-School Program Staffing

Teachers serving in less than seven (7) hour positions shall be covered by all conditions and terms of employment provided other members of the bargaining unit.

18.5 Class Size

Class size will reflect the guidelines of both the State Child Care Center Manual of Policies and Procedures, Section 18290 of Title 5 and the posted individual site facility license which is calculated on room square footage per child.

Section 18290 of Title 5 states:

Preschool (36 months to enrollment in TK)
1:8 adult – child ratio
1:24 teacher – child ratio

ARTICLE 19

TEMPORARY AND PROBATIONARY TEACHER RIGHTS
[Negotiated 2014]

19.1 Employment Rights of Temporary Teachers to Vacancies Occurring During the School Year

19.1.1 A temporary certificated unit member who is offered employment as a probationary employee, when a vacancy occurs for which, such teacher is qualified and certificated, shall be offered such employment as soon as practicable pursuant to the provisions of Article 5 of this Agreement.

19.1.2 A vacancy shall mean a position for which the employee is qualified to serve and which is not filled by a permanent or probationary employee.

19.1.2.1 A vacancy shall not include a position which would have been filled by a permanent or probationary employee, except for the fact that such an employee is on leave.

19.1.3 The following criteria will be taken into consideration in determining whether or not employment will be offered to temporary members: Credential(s), staffing needs of the school, District staffing needs, experience, desire of the teacher, seniority and professional preparation.

19.1.3.1 For purposes of this Article only, seniority as temporary certificated members shall be determined by the aggregate length of service as a temporary employee in the District.

19.2 Employment Rights of Temporary Teachers to Vacancies for the Ensuing School Year

19.2.1 A temporary unit member shall be afforded all rights under Education Code Section 44918, 44920, 44921 and 44954. Any offer of employment made pursuant to such Sections shall be made as soon as practicable, but no later than twenty (20) days after a vacancy is identified. Such offer shall be made pursuant to Article 5 of this Agreement.

19.2.2 A vacancy shall mean a position for which the employee is qualified to serve and which is not filled by a permanent or probationary employee.

19.2.2.1 A vacancy shall not include a position which would have been filled by a permanent or probationary employee, except for the fact that such an employee is on leave.

19.2.3 The following criteria will be taken into consideration in determining whether or not employment will be offered to temporary members: Credential(s), staffing needs of the school, District staffing needs, experience, desire of the teacher, seniority and professional preparation.

19.2.3.1 For purposes of this Article only, seniority as temporary certificated members shall be determined by the aggregate length of service as a temporary employee in the District.

19.2.4 The number of temporary certificated members shall not exceed the number of unit members on leave except as permitted by Education Code Sections 44919 and 44921.

19.3 Probationary Teacher Dismissal

19.3.1 Probationary employees may be dismissed only for unsatisfactory performance determined pursuant to Article 11 (commencing with Section 44660) of Chapter 3, of the Education Code or for cause pursuant to Section 44932 of the Code. Any dismissal pursuant to these codes shall be in accordance with all of the following procedures:

19.3.1.1 A thirty-day written notice of dismissal shall be provided no later than March 15 of the second probationary year.

19.3.1.2 The notice shall include a statement of the reasons for the dismissal and notice of the opportunity to appeal.

19.3.1.3 In the event of a dismissal for unsatisfactory performance, a copy of the evaluation conducted pursuant to Section 44664 shall accompany the written notice.

19.3.1.4 The employee shall have fifteen (15) days from receipt of the notice of dismissal to request a hearing. Such request shall be in writing and delivered to the Superintendent's office by 5:00 p.m. of the fifteenth day.

19.3.1.5 Upon receipt of such a written request for a hearing, the Superintendent shall submit the matter to arbitration pursuant to the arbitration provisions of this Agreement, and in accordance with Education Code Section 44948.3, meaning that the arbitration decision is advisory to the Governing Board.

ARTICLE 20

INCLUSION
[Negotiated 2022]

20.1 All educators in the District are committed to providing all students in grades Preschool through 8th, including those with learning, social-emotional, and behavioral differences, with the same quality education programs.

20.2 In recognition of the efforts made by general education teachers to meet the commitment set forth in section 20.1 above, the District will provide support as follows:

20.2.1 Provide professional development opportunities designed to assist the general education teacher in meeting the educational, social- emotional, and behavioral needs of a mainstreamed student, including goals set forth in the Individualized Education Program (IEP) and/or Behavior Support Plan.

20.2.2 Facilitate consultation opportunities among certificated personnel serving the same student.

20.2.3 Ensure the availability of appropriate and sufficient curricular, behavioral, and social-emotional support materials.

20.2.4 Upon the request of the unit member or principal, hold “support meetings" to discuss other options for supporting the general education teacher.

20.3 Assignment of included students will be allotted equitably across unit members within grade levels.

20.4 Included students as defined in this section shall be counted in class sizes in grades TK-5:

20.4.1 A student assigned to a special day class who is receiving instruction in a general education classroom every day in at least two of the four core subject areas (social studies, science, language arts, and math), one of which must be language arts or math. As used in this section, “every day” means receiving the described instruction to the same extent as is provided to general education students.

20.4.2 A student with identified academic, social-emotional, and/or behavioral differences who is assigned to a general education class (i.e., not on an SDC teacher’s class roll).

ARTICLE 21

TEACHER ON SPECIAL ASSIGNMENT
[Negotiated 2022]

The Sunnyvale Education Association (SEA) and the Sunnyvale School District (District) strive to provide the highest possible quality education to enhance excellence and the joy of teaching in a collaborative culture of continual learning.

21.1 Purpose

A Teacher on Special Assignment (TOSA) is a teacher who has been released full time from their regular classroom position on a temporary basis for the period of time described below. A TOSA is a teacher who has been identified for excellence in their job responsibilities and who performs a specific support role within a school or District community. The purpose of the TOSA classification is to create an opportunity for the District to leverage the talents of its most capable teachers for specific roles as defined below, without requiring these individuals to permanently leave the classroom.

21.2 Beliefs and Values

21.2.1 The Sunnyvale School District BTSA Program is founded upon the following:

- Teaching is a craft requiring a lifetime of learning.
- Improved teaching increases student learning.
- Teachers are committed to improving the quality of instruction.
- Peer coaching increases teacher effectiveness.
- Programs are based on mutual respect and trust.
- Programs are focused on self-assessment.
- A successful program is a collaborative effort.
- Professional development, peer coaching and other forms of support are significant components of an effective program.
- Integrity and honest interaction are at the core of the professional process.

21.3 Definition

Unit members with a minimum of five years of teaching experience may apply to be in a position of support. These positions of support may be for student enhancement or staff enhancement. These TOSA classifications may include, but are not limited to, site Instructional Coach, Programmatic Coach, Induction Mentor, Direct Student Support, etc.

21.4 TOSA Classification and Length of Service

21.4.1 TOSA – Induction Mentor

Induction Mentors support new teachers (as defined by state guidelines) in successfully completing the induction process to clear their credential.

21.4.1.1 Length of Service: An Induction Mentor shall be appointed and agree to accept a three (3) year term, subject to funding and satisfactory performance on their Alternative Formal Evaluation. After the first three (3) year term, the incumbent may apply to serve one additional term of three (3) years.

21.4.2 TOSA – Programmatic Coach

Programmatic Coaches support the adoption and implementation of curricula and programs through professional development, coaching, and other support services.

21.4.2.1 Length of Service: A Programmatic Coach shall be appointed and agree to accept a three (3) year term, subject to funding and satisfactory performance on their Alternative Formal Evaluation. After the first three (3) year term, the incumbent may apply to serve one additional term of up to four (4) years in alignment with District curricular needs and initiatives.

21.4.3 TOSA – Instructional Coach

Instructional Coaches support teachers and paraeducators in developing and reflecting on their instructional practices to support student outcomes.

21.4.3.1 Length of Service: A Site Instructional Coach shall be appointed and agree to accept a three (3) year term, subject to funding and satisfactory performance on their Alternative Formal Evaluation. After the first three (3) year term, the incumbent may apply to serve one additional term of three (3) years.

21.4.4 TOSA – Direct Student Support
Direct Student Support TOSAs proved direct services to students.

21.4.4.1 Length of Service: Direct Student Support TOSAs shall be appointed and agree to accept a three (3) year term, subject to funding and satisfactory performance on their Alternative Formal Evaluation. After the first three (3) year term, the incumbent may apply to serve one additional term of three (3) years.

21.4.5 Extension of Maximum Length of Service: If a TOSA has completed the maximum length of service as defined above, the following shall apply:

21.4.5.1 The TOSA position will be opened for applications from internal candidates.

21.4.5.2 If the District determines that new applicants are not qualified to meet the District's needs for the TOSA position, the incumbent TOSA may be selected to fill the position for a one year term. This process can be repeated if necessary.

21.4.5.3 TOSAs who have completed the maximum length of service as defined above may not reapply for a TOSA position until having served at least one year in a classroom teaching position.

21.4.5.4 Nothing in this Article shall be construed or implemented in a manner which would prevent the District from meeting its legal obligations (e.g., providing Induction Mentors).

21.5 Appointment to and Exit From TOSA Positions

21.5.1 Application and selection procedures for filling TOSA positions shall be according to Article 11, section 11.3 (Procedures for Employee-Initiated Transfer).

21.5.2 When a TOSA has completed the maximum length of service as defined above, the District will attempt to return the unit member to a position similar to the one they held within the District prior to assuming the TOSA position.

21.5.3 If multiple TOSAs with prior teaching experience in the District are returning to the classroom at the same time, the criteria for making such assignments shall be as follows:

The employee's credentials, staffing needs of the school, District staffing needs, experience, desire of the teacher, seniority, and professional preparation. All other factors being equal, seniority shall govern.

21.5.4 TOSAs who were hired externally will be assigned to a classroom teaching position according to the established contractual procedures.

21.6 Other Provisions

21.6.1 TOSAs are not responsible for teacher evaluations.

21.6.2 Unit members who perform functions as TOSAs shall have the same protection from liability and access to appropriate defense as other public school employees, pursuant to Division 3.6 (commencing with Section 810) of Title 1 of theCalifornia Government Code.

21.6.3 All records related to TOSA programs will be treated as confidential and will not be disclosed except as required by law.

ARTICLE 22

SITE BASED DECISION MAKING
[Negotiated June 2003]

22.1 Site Based Decision Making

22.1.1 The District and the Association endorse the practice of Site Based Decision Making ("SBDM"), as defined in this Article, as a means for promoting collaboration and meaningful input by all interested stakeholders in decisions affecting their work environment at the school site. The parties also acknowledge and agree that under this collaborative model, the principal remains ultimately responsible and accountable for final decisions.

22.1.2 The purpose of SBDM is to provide a framework for consultation between the parties. For purposes of this Article, "consultation" means participation in identifying and analyzing solutions to problems for the purpose of influencing decision-making.

22.1.3 The parties acknowledge that different issues and/or problems will dictate the use of different levels of SBDM to be determined by the principal. These levels are:

a) Consultation is for the purpose of soliciting input to influence the Principal's ultimate decision; or
b) Consultation is for the purpose of soliciting input and to participate in shaping the final decision with the Principal; or
c) Consultation does not occur, in which case the Principal should communicate the decision to affected stakeholders.

22.1.4 The parties agree that each school site will develop and adapt its own form or system of SBDM to best meet the needs of the site, including the manner in which the parties will communicate which level of consultation applies to particular decisions (See Section 22.1.3)

22.1.5 Nothing herein shall negate or modify any other provisions of this agreement that set forth a method or form of collaborative decision-making.

ARTICLE 23

RETIREMENT
[Negotiated 2007 Amended 2025]

23.1 Early Retirement

The following Early Retirement provisions specifically apply only to unit members whose first day of contracted paid service was prior to July 1, 2006.

23.1.1 Eligibility: To be eligible for Early Retirement Benefits, the employee must meet all the requirements set forth in the following sections:

23.1.1.1 The employee must be at least sixty (60) years old at the date of retirement.

23.1.1.2 The employee must have served a minimum of fifteen (15) years of cumulative service in the Sunnyvale School District in a position requiring certification.

23.1.1.2.1 A year of service is defined as working at least seventy five percent (75%) of the number of days required by the employee's contract of employment.

23.1.2 Whether an eligible employee's retirement benefits are fully or partially paid for by the District will depend on the full-time or part-time service of the employee, and what level of service was performed within the three (3) years immediately prior to the date of retirement. Specifically:

23.1.2.1 Fully Paid Retiree Benefits**:** All of the following conditions must be met in order for an otherwise eligible employee to receive the retiree benefits described in Section 23.1.5 below, fully paid for by the District:

a) The employee must have rendered at least fifteen (15) years of cumulative service as defined above.

b) Service during all of those fifteen (15) years must have been on a full-time basis. Full-time service is defined as the full work year as provided in Section 8.3 and for the full workday as provided in Section 8.1.1.

c) At least one (1) year of full-time service must have been within the three (3) years immediately preceding the date of retirement.

If the employee meets conditions a) and b), but not c) above, they must return to and render full-time service for the year immediately preceding the date of retirement in order to receive full benefits. In this circumstance, this means that the employee would have to render more than fifteen (15) years of cumulative service in order to qualify for fully paid retiree benefits.

It is understood and agreed to by the parties that if the employee is on a job share contract pursuant to Section 8.2, such full-time employment shall be

granted by the District if the employee notifies the District in a timely fashion. It is understood and agreed to by the parties that if the employee is in a part-time employment status which is not the result of a job share contract, the District has no obligation to increase the percentage of such employment status.

23.1.2.2 Partially Paid Retiree Benefits**:** If any of the fifteen (15) years cumulative service as defined above are less than full-time as defined above, the retiree benefits provided pursuant to Section 23.1.5 below shall be paid on a percentage that is equivalent to the employee's smallest percentage contract during the fifteen (15) year period.

For example, if an otherwise eligible employee worked eight (8) cumulative years of a full-time basis, and seven (7) additional cumulative years on a half-time basis, the District would pay fifty percent (50%) of the cost of the benefit provided in Section 23.1.5 below. If an otherwise eligible employee worked eight (8) cumulative years on a full-time basis, followed by four (4) cumulative years a seventy-five percent (75%), followed by three (3) cumulative years at fifty percent (50%), the District would pay fifty percent (50%) of the cost of the benefits provided in Section 23.1.5 below. If the otherwise eligible employee worked fourteen (14) cumulative years on a full-time basis and an additional cumulative year at half-time, the District would pay fifty percent (50%) of the cost of the benefits provided in Section 23.1.5 below.

23.1.3 The parties to this contract agree that the Early Retirement Scenarios A-E provided herein accurately reflect the meaning of this Section 23.1 and all subdivisions.

23.1.4 The District will provide to an eligible employee, to age sixty-five (65), the benefits provided under the health and dental care programs in which the employee was enrolled in the year prior to retirement. "Programs" as used in this section refers to the type of insurance program in which the employee was enrolled, i.e. HMO or the percentage of premiums paid for by the District, since this matter is covered by Section 23.1.2.2 above. If the District changes its health or dental insurance carrier, participants in the early retirement plan will automatically be changed to the new carrier.

23.1.5 Retiree Benefits Provided: The District will provide to an eligible employee the benefits set forth in Sections 23.1 through and including 23.1.4 above provided, however, that in no case shall the District assume or pay for the full cost of retiree benefit coverage. Instead, the District shall assume and pay for the cost of retiree benefit coverage (health, dental, and vision as described in Section 23.1.4) at the same level it pays for current employee benefit coverage, effective January 1, 2004. Specifically:

23.1.5.1 The District shall fully or partially (as set forth in 23.1.5 above) pay the cost of the retiree's dental care program.

23.1.5.2 The District shall fully or partially (as set forth in 23.1.5 above) pay the cost of the retiree's vision care program.

23.1.5.3 The District shall fully or partially (as set forth in 23.1.5 above) pay the cost of the retiree's health (medical) care program for the employee only.

23.1.6 Retiree Dependent Benefits: The District shall fully or partially (as set forth in 23.1.5 above) pay seventy percent (70%) of the cost of the retiree's health (medical, vision and dental) care program for the employee's dependents (i.e., one dependent or family coverage). The employee shall contribute the remaining thirty percent (30%) of the cost of dependent coverage through direct payment to the District in a manner and frequency to be determined by the District

23.1.6.1 For eligible employees who qualify for partially paid retiree benefits, the District's 70% contribution level shall be prorated by the same percentage that is equivalent to the employee's smallest percentage contract during the fifteen (15) year period, as set forth in Section 23.1.5.3 above. For example: For an otherwise eligible employee whose smallest percentage contract during the fifteen (15) year period was half-time (.5 FTE or 50% employee), the District would assume and pay for one-half the cost of the employee's own health premium and one-half of the 70% contribution for dependent coverage (equal to 35% of the cost of dependent coverage). The employee would contribute one-half their employee health premium, and the remaining 65% of the premium for dependent coverage. [Negotiated 2025]

23.2 Early Retirement [Negotiated 2006]

The following Early Retirement provisions, specifically apply only to unit members whose first day of contracted paid service is on or after July 2006.

23.2.1 Eligibility: To be eligible for Early Retirement Benefits, the employee must meet all the requirements set forth in the following sections:

23.2.1.1 The employee must be at least sixty (60) years old at the date of retirement.

23.2.1.2 The employee must have served a minimum of twenty (20) years of cumulative service in the Sunnyvale School District in a position requiring certification.

23.2.1.2.1 A year of service is defined as working at least seventy five percent (75%) of the number of days required by the employee's contract of employment.

23.2.2 Whether an eligible employee's retirement benefits are fully or partially paid for by the District will depend on the full-time or part-time service of the employee, and what level of service was performed within the three (3) years immediately prior to the date of retirement. Specifically:

23.2.2.1 Fully Paid Retiree Benefits: All of the following conditions must be met in order for an otherwise eligible employee to receive the retiree benefits described in Section 23.1.5 above, paid for by the District:

a) The employee must have rendered at least twenty (20) years of cumulative service as defined above.

b) Service during all of those twenty (20) years must have been on a full-time basis. Full-time service is defined as the full work year as provided in Section 8.3 and for the full workday as provided in Section 8.1.1.

c) At least one (1) year of full-time service must have been within the three (3) years immediately preceding the date of retirement.

If the employee meets conditions a) and b), but not c) above, they must return to and render full-time service for the year immediately preceding the date of retirement in order to receive full benefits. In this circumstance, this means that the employee would have to render more than twenty (20) years of cumulative service in order to qualify for fully paid retiree benefits.

It is understood and agreed to by the parties that if the employee is on a job share contract pursuant to Section 8.2, such full-time employment shall be granted by the District if the employee notifies the District in a timely fashion. It is understood and agreed to by the parties that if the employee is in a part-time employment status which is not the result of a job share contract, the District has no obligation to increase the percentage of such employment status.

23.2.2.2 Partially Paid Retiree Benefits: If any of the twenty (20) years of cumulative service as defined above are less than full-time as defined above, the retiree benefits provided pursuant to Section 23.1.5 above shall be paid on a percentage that is equivalent to the employee's smallest percentage contract during the twenty (20) year period.

For example, if an otherwise eligible employee worked seventeen (17) cumulative years of a full-time basis, and three (3) additional cumulative years on a half-time basis, the District would pay fifty percent (50%) of the cost of the benefit provided in Section 23.2.5 below. If an otherwise eligible employee worked nine (9) cumulative years on a full-time basis, followed by seven (7) cumulative years at seventy-five percent (75%), followed by four (4) cumulative years at fifty percent (50%), the District would pay fifty percent (50%) of the cost of the benefits provided in Section 23.1.5 above. If the otherwise eligible employee worked nineteen (19) cumulative years on a full-time basis and an additional cumulative year at half-time, the District would pay fifty percent (50%) of the cost of the benefits provided in Section 23.2.5 below.

23.2.3 The parties to this contract agree that the Early Retirement Scenarios F-J provided herein accurately reflect the meaning of this Section 23.2 and all subdivisions.

23.2.4 The District will provide to an eligible employee, to age sixty-five (65), the benefits provided under the health and dental care programs in which the employee was enrolled in the year prior to retirement. "Programs" as used in this section refers to the type of insurance program in which the employee was enrolled, i.e. HMO or the percentage of premiums paid for by the District, since this matter is covered by Section 23.2.2.2 above. If the District changes its health or dental insurance carrier, participants in the early retirement plan will automatically be changed to the new carrier.

23.2.5 Retiree Benefits Provided: The District shall fully or partially (as set forth in 23.2.2 above) provide to an eligible employee 100% of premiums for employee only, up to a maximum annual contribution of $10,000 for all benefits (medical, dental, and vision).

23.2.6 The District and the Association are authorized to negotiate changes, including increases, in the amount of employee contributions for retiree benefits. Such changes may be prospective and/or retroactive (i.e. applicable to employees who have already retired), according to the negotiated agreement between the parties.

23.2.7 Applications for participation in these early retirement programs must be made through the Human Resources Office ninety (90) calendar days prior to the effective date of retirement.

23.3 Retirees Maintenance of Fringe Benefits

Employees who retire may elect to retain membership in existing insurance plans at their own expense. Group Life Insurance coverage shall continue to be available to unit members, at such face value as may be determined by the life insurance company.

23.4 Part-Time Employment with Full Retirement Credit

The Board of Education may enter into an annual contract with the eligible instructional personnel for less than a full-time teaching assignment. Certificated employees, at their own option, may elect to reduce their workload from full-time to part-time and receive full credit toward retirement under the following conditions:

23.4.1 Has been a continuous full-time employee in the Sunnyvale School District for at least ten (10) years.

23.4.2 Will have reached the age of fifty-five (55) by September 1 of the school year during which the agreement is in effect.

23.4.3 Application for the less than full-time teaching assignment must be made to the Human Resources Office on or before February 15 to be effective during the ensuing school year.

23.4.4 Must submit a proposal for the less than full-time assignment to the Human Resources Administrator listing the proposed work schedule, assignment duties, and the advantages to the instructional program.

23.4.5 The minimum part-time employment shall be equal to one-half of the daily assignment or one semester of the year in which the leave is effective.

23.4.6 Employee may not participate after age sixty-five (65). An employee reaching age sixty-five (65) during the school year may continue through the year.

23.4.7 The STRS member and the employing district must submit retirement contributions based on the amount employee would have earned working on a full-time basis.

23.4.8 The part-time status must be based on the calendar in effect during the school year in which the less than full-time teaching assignment occurs. If the assignment is for part-time during the entire school year, salary payments shall be on a monthly basis for ten (10) months. When the assignment is for one full-time semester's work, payment of salary shall be made on a regular monthly basis for the semester. The employee must sign an authorization for double retirement deductions.

23.4.9 Assignment of part-time employees shall be made by the District.

23.4.10 Acceptance of employees into the Part-Time Employment with Full Retirement Credit Plan shall be at the discretion of the Board of Education.

23.4.11 Contracts executed for the less than full-time teaching plan shall be for one (1) year.

23.4.12 The employee participating in the program shall be limited to five (5) years or to age sixty-five (65), whichever comes first. A contract to participate in the program may be revoked during its term upon the mutual agreement of the District and the employee.

23.4.13 Personnel accepted into the less than full-time teaching program shall apply to the District Human Resources Office by February 15 for continuation in the program for the ensuing school year.

23.4.14 The Board of Education will review the less than full-time teaching plan within a two (2) year period

EARLY RETIREMENT SCENARIOS BEGINNING WITH 1ST YEAR OF SERVICE AND ENDING WITH THE LAST YEAR OF SERVICE
(Refers to Early Retirement Sections 23.3 through 23.3.5.4 –
Bargaining Unit Members whose First Day of Contracted Paid Services was Prior to July 1, 2006)

Scenario A

Full Time	12 years	(Consecutive or Cumulative)
Unpaid Leave	1 year	
Full Time	3 years	(Immediately preceding retirement)

Total Cumulative Service:	15 years
Total Cumulative Full Time Service:	15 years

Teacher "A" would qualify for 100% paid benefits in early retirement benefits because 1) they have fifteen (15) years of cumulative service, 2) they have fifteen (15) years of cumulative full time service, and 3) they have full time service within the three (3) years immediately preceding retirement.

Scenario B

Full Time	6 years	(Consecutive or Cumulative)
Job Share	11 year (50%)	(Consecutive or Cumulative)
Full Time	9 years	(Consecutive or Cumulative with at least one (1) of which is within three (3) years immediately preceding retirement.)

Total Cumulative Service:	26 years
Total Cumulative Full Time Service:	15 years

Teacher "B" would qualify for 100% paid benefits in early retirement benefits because 1) they have more than fifteen (15) years of cumulative service, 2) they have fifteen (15) years of cumulative full time service,and 3) they have full time service within the three (3) years immediately preceding retirement.

Scenario C

Full Time	17 years	(Consecutive or Cumulative)
Job Share	5 years (50%)	(Immediately prior to retirement)

Total Cumulative Service:	22 years
Total Cumulative Full Time Service:	17 years

Teacher "C" would have to work one (1) year at full-time service within three (3) years immediately prior to his retirement in order to qualify for 100% paid benefits. Right now, teacher "C" would qualify for 50% paid benefits since they have at least 15 years of 50% cumulative service.

Scenario D

Full Time	3 years	(Consecutive or Cumulative)
Job Share	20 years (50%)	(Consecutive or Cumulative)

Total Cumulative Service:	23 years
Total Cumulative Full Time Service:	3 years

Teacher "D" would qualify for 50% paid benefits because they have at least fifteen (15) cumulative years of50% service, but they do not have fifteen (15) years of (consecutive or cumulative) full time service. (Nor do they have full time service in the three (3) years immediately preceding retirement.)

Scenario E

Full Time	15 years or more	(Consecutive or Cumulative)
Job Share	2 years (50%)	(Consecutive or Cumulative)

Total Cumulative Service:	17 years or more
Total Cumulative Full Time Service:	15 years or more

Teacher "E" would qualify for 100% paid benefits in early retirement benefits because 1) they have fifteen (15) or more years of cumulative service, 2) they have at least fifteen (15) years of cumulative full timeservice, and 3) they have full time service within the three (3) years immediately preceding retirement.

EARLY RETIREMENT SCENARIOS BEGINNING WITH 1ST YEAR OF SERVICE AND ENDING WITH THE LAST YEAR OF SERVICE
(Refers to Early Retirement Sections 23.4 through 23.4.5 – Bargaining Unit Members whose First Day of Contracted Paid Services was On or After July 1, 2006)

Scenario F

Full Time	17 years	(Consecutive or Cumulative)
Unpaid Leave	1 year	
Full Time	3 years	(Immediately preceding retirement)

Total Cumulative Service:	20 years
Total Cumulative Full Time Service:	20 years

Teacher "F" would qualify for 100% paid benefits (up to $10,000) in early retirement benefits because 1) they have twenty (20) years of cumulative service, 2) they have twenty (20) years of cumulative full time service, and 3) they have full time service within the three (3) years immediately preceding retirement.

Scenario G

Full Time	11 years	(Consecutive or Cumulative)
Job Share	11 year (50%)	(Consecutive or Cumulative)
Full Time	9 years	(Consecutive or Cumulative with at least one (1) of which is within three (3) years immediately preceding retirement.)

Total Cumulative Service:	31 years
Total Cumulative Full Time Service:	20 years

Teacher "G" would qualify for 100% paid benefits (up to $10,000) in early retirement benefits because 1) they have more than twenty (20) years of cumulative service, 2) they have twenty (20) years of cumulative full time service, and 3) they have full time service within the three (3) years immediately preceding retirement.

Scenario H

Full Time	20 years	(Consecutive or Cumulative)
Job Share	5 years (50%)	(Immediately prior to retirement)

Total Cumulative Service:	25 years
Total Cumulative Full Time Service:	20 years

Teacher "H" would have to work one (1) year at full-time service within three (3) years immediately prior to his retirement in order to qualify for 100% paid benefits (up to $10,000). Right now, teacher "H" would qualify for 50% paid benefits (i.e., up to $5,000) since they have at least 20 years of 50% cumulative service.

Scenario I

Full Time	5 years	(Consecutive or Cumulative)
Job Share	20 years (50%)	(Consecutive or Cumulative)

Total Cumulative Service:	25 years
Total Cumulative Full Time Service:	5 years

Teacher "I" would qualify for 50% paid benefits (i.e., up to $5,000) because they have at least twenty (20) cumulative years of 50% service, but they do not have twenty (20) years of (consecutive or cumulative)full time service. (Nor do they have full time service in the three (3) years immediately preceding retirement.)

Scenario J

Full Time	20 years or more	(Consecutive or Cumulative)
Job Share	2 years (50%)	(Consecutive or Cumulative)

Total Cumulative Service:	22 years or more
Total Cumulative Full Time Service:	20 years or more

Teacher "J" would qualify for 100% paid benefits (up to $10,000) in early retirement benefits because 1) they have twenty (20) or more years of cumulative service, 2) they have at least twenty (20) years of cumulativefull time service, and 3) they have full time service within the three (3) years immediately preceding retirement.

ARTICLE 24

DISCIPLINE
[Negotiated 2009, Amended 2025]

24.1 Just Cause/Due Process

24.1.1 The District may discipline a unit member only for just cause. Discipline shall conform to the principles and procedures of progressive discipline.

24.1.2 This Article is intended, for the purpose of suspension, to replace the provisions of Education Code Section 44944, but shall not apply to suspensions pursuant to Education Code Sections 44939, 44940 or 44942. Discipline under this Article shall not include dismissal or suspensions for more than fifteen (15) working days.

24.1.3 Nothing in this Article precludes discussion, conversation and interaction (verbally or in writing) by and between a site administrator(s) and unit members(s) regarding workplace performance expectations. Such discussion, conversation and interaction are not subject to the requirements set forth in this Article.[Negotiated 2025]

24.2 Progressive Discipline

The principles and procedures of progressive discipline will be applied except where the serious nature of the offense requires bypassing progressive steps. Whether the serious nature of the offense required bypassing progressive discipline steps may be submitted to the grievance procedure under Article 7 as described herein. If the recommended disciplinary action is suspension, then section 24.3.5 shall apply (appeal directly to arbitration). Progressive Discipline steps will include the following:

24.2.1 Written Warning (using Human Resources' memo/template for Written Warnings)

24.2.1.1 The administrator shall deliver the written warning personally to the unit member. The unit member will sign the written warning to acknowledge receipt; however this shall not constitute any admission of or agreement to the matters set forth in the written warning. The unit member shall be afforded the opportunity to review and discuss the written warning with the issuing administrator at the time of delivery or with seven (7) workdays thereafter. Thereafter, the administrator shall decide with five (5) workdays,

Whether to finalize the written warning and whether to copy of the finalized document will be placed in the unit member's school file. This decision shall be communicated to the unit member within the same five workday time frame. The unit member may file a written rebuttal for attachment to the finalized written warning within ten (10) workdays of receipt of the finalized written warning or the conference with the administrator, whichever is later.

24.2.1.2 If it has been decided that the written warning will be finalized, and the verbal warning step has been bypassed, a unit member may request a conference with the Human Resources Administrator's decision unless the timeline is unable to be met by the Human Resources Administrator. The Human Resources Administrators decision regarding deposition of the written warning

shall bemade within five (5) days of the conference and shall be final.

24.2.2 Written Reprimand (using Human Resources' memo/template for Written Reprimands)

24.2.2.1 The administrator shall deliver the written reprimand personally to the unit member. The unit member will sign the written reprimand to acknowledge receipt; however, this shall not constitute any admission of or agreement to the matters set forth in the written reprimand. The unit member shall be afforded the opportunity to review and discuss the written reprimand with the issuing administrator at the time of delivery or within seven (7) workdays thereafter. Thereafter, the administrator shall decide within five (5) workdays whether to finalize the written reprimand. A copy of the finalized document shall be placed in the unit member's personnel file (subject to section 24.2.3.2). This decision shall be communicated to the unit member within the same five (5) workday time frame. The unit member may file a written rebuttal for attachment to the finalized written reprimand if done within ten (10) workdays of receipt of the finalized written reprimand or the conference with the administrator, whichever is later. This timeline shall be extended to be ten (10) workdays after the Human Resources Administrator's decision if section 24.2.3.2 is revoked.

24.2.2.2 If it has been decided that the written reprimand will be issued, a unit member may request a conference with the Human Resources Administrator. This conference shall take place within seven (7) workdays of the issuing administrator's decision, unless the timeline is unable to be met by the Human Resources Administrator. The Human Resources Administrator's decision regarding disposition of the written reprimand shall be made with five (5) days of the conference and shall be final, unless 1) the written reprimand was the first disciplinary step and 2) the unit member chooses to challenge the bypassing of the progressive disciplines steps as specified above. In such case, the unit member may file, within seven (7) workdays of the Human Resources Administrator's decision, an appeal directly to the Superintendent, which shall be considered a Level II grievance under Article 7, section 7.3.2.

24.2.3 Suspension

24.2.3.1 In all instances the length of a suspension shall not exceed fifteen (15) workdays.

24.2.3.2 Notice of suspension will be made in writing and served in person upon the unit member by the Superintendent or designee. A copy will be concurrently provided to the union President; however, inadvertent failure to comply with this requirement shall not constitute reason to affect ultimate disciplinary action, if any.

24.3 Notice of Suspension

The notice shall contain:

24.3.1 A statement of the specific act(s), infraction(s) or omission(s) upon which the action is based;

24.3.2 Where applicable, the Education Code section, policy, rule, regulation, or directive violated;

24.3.3 The penalty proposed and effective date;

24.3.4 Copies of the documentary evidence upon which the recommendation is based; and

24.3.5 A statement of the unit member's right to challenge the proposed suspension by requesting a hearing within fifteen (15) workdays from the date the notice is served, pursuant to arbitration procedures of Article 7, Grievance Procedure, of this Agreement subject to section 24.4.1 below.

24.4 Arbitration

24.4.1 Verbal warnings, written warnings and written reprimands may not be submitted to arbitration other than within the context of a suspension hearing or regarding whether the serious nature of the offense required bypassing progressive discipline steps directly to a written reprimand as described herein. Suspensions may be appealed directly to final and binding arbitration under the grievance procedure in Article 7, Grievance Procedure, of the Agreement commencing with section 7.3.3. The suspension will not be imposed until the arbitrator's decision is rendered, except for just cause necessitating the immediate removal of the unit member from the worksite, in which case the unit member shall be placed on administrative leave with pay pending the outcome of the arbitration.

24.4.2 A unit member who has received a Notice of Suspension may request a conference with the Superintendent, or his designee, prior to the suspension hearing, with the intent of seeking resolution other than suspension. The conference shall take place within ten (10) workdays of the unit member's request.

24.5 Confidentiality

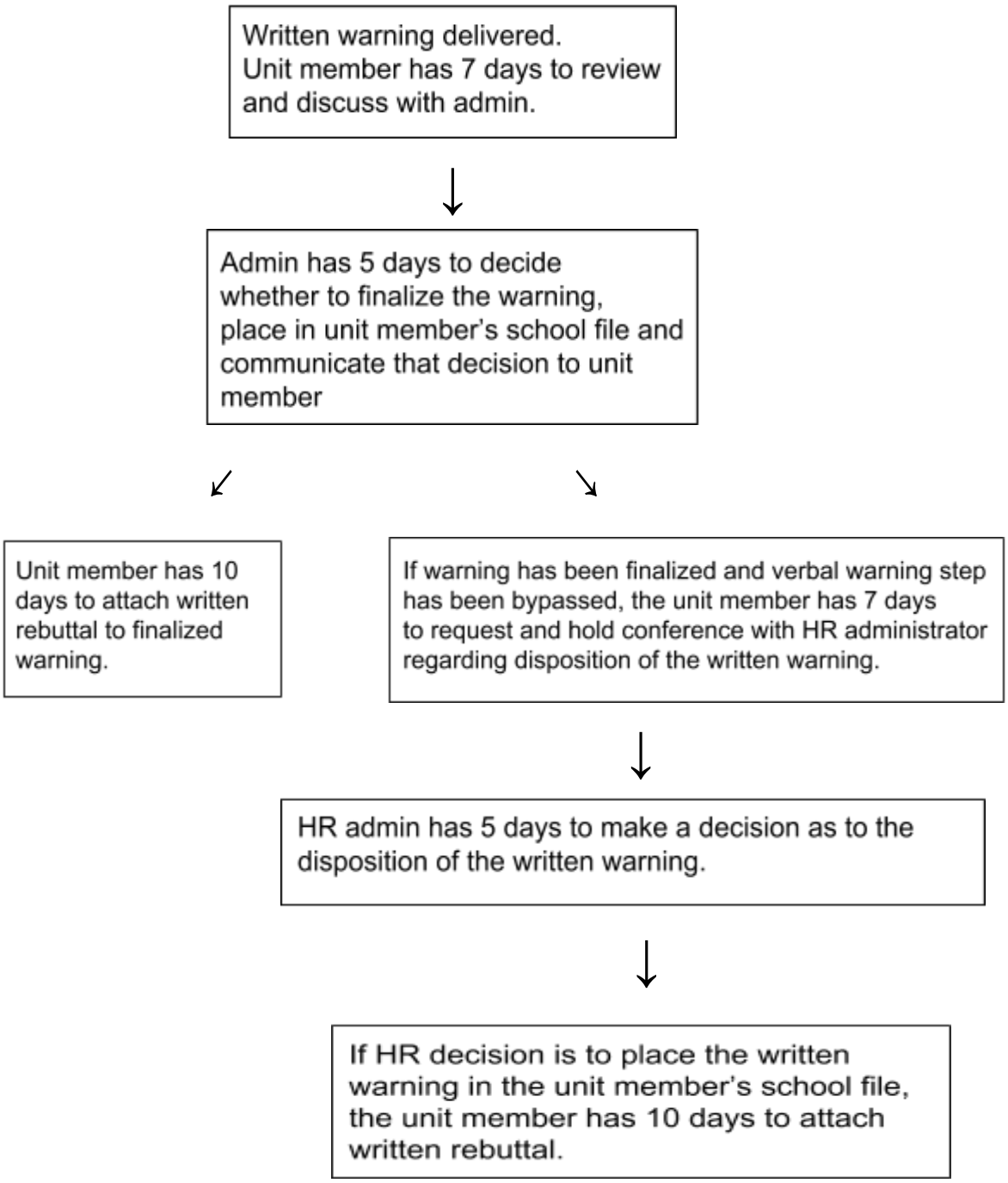
All information or proceedings regarding any actions or proposed actions pursuant to this Article will be kept confidential by the parties to the extent permitted by law.

24.6 Education Code

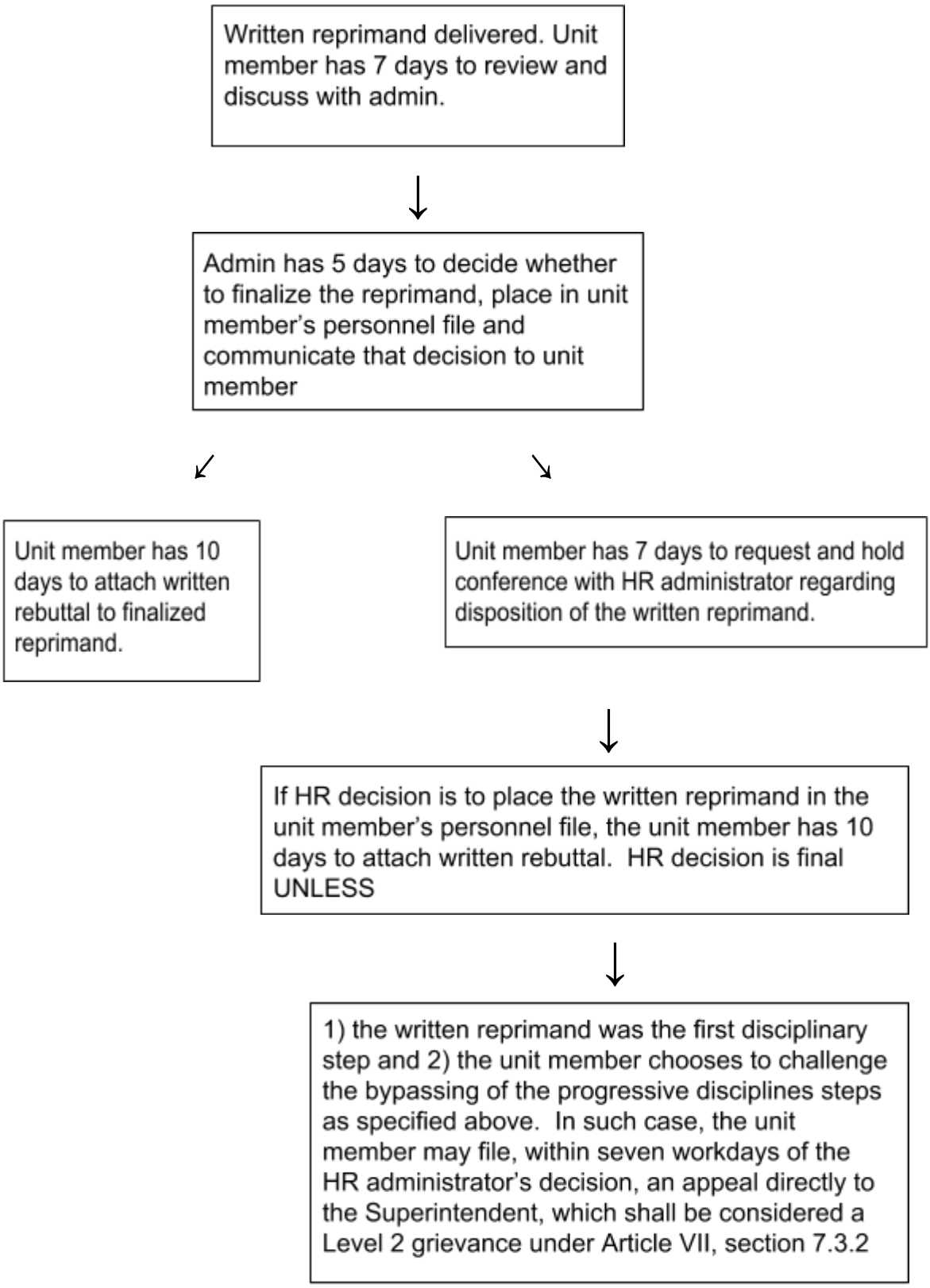
24.6.1 This Article shall not reduce the rights of permanent bargaining unit members contained in Education Code Section 44932 (Grounds for dismissal of permanent employees) and Section 44944 (Conduct of hearing; decision; expenses and costs).

24.6.2 Nothing in this Article precludes or in any manner affects or reduces the District's right to initiate and pursue dismissal proceedings under the Education Code.

Written Warning Timeline



Written Reprimand Timeline



ARTICLE 25

DURATION AND RE-OPENERS
[Negotiated 2022]

25.1 Duration

This Agreement shall be effective when ratified by the parties and shall continue in full force and effect until June 30, 2028.

25.2 Subsequent Contract Negotiations

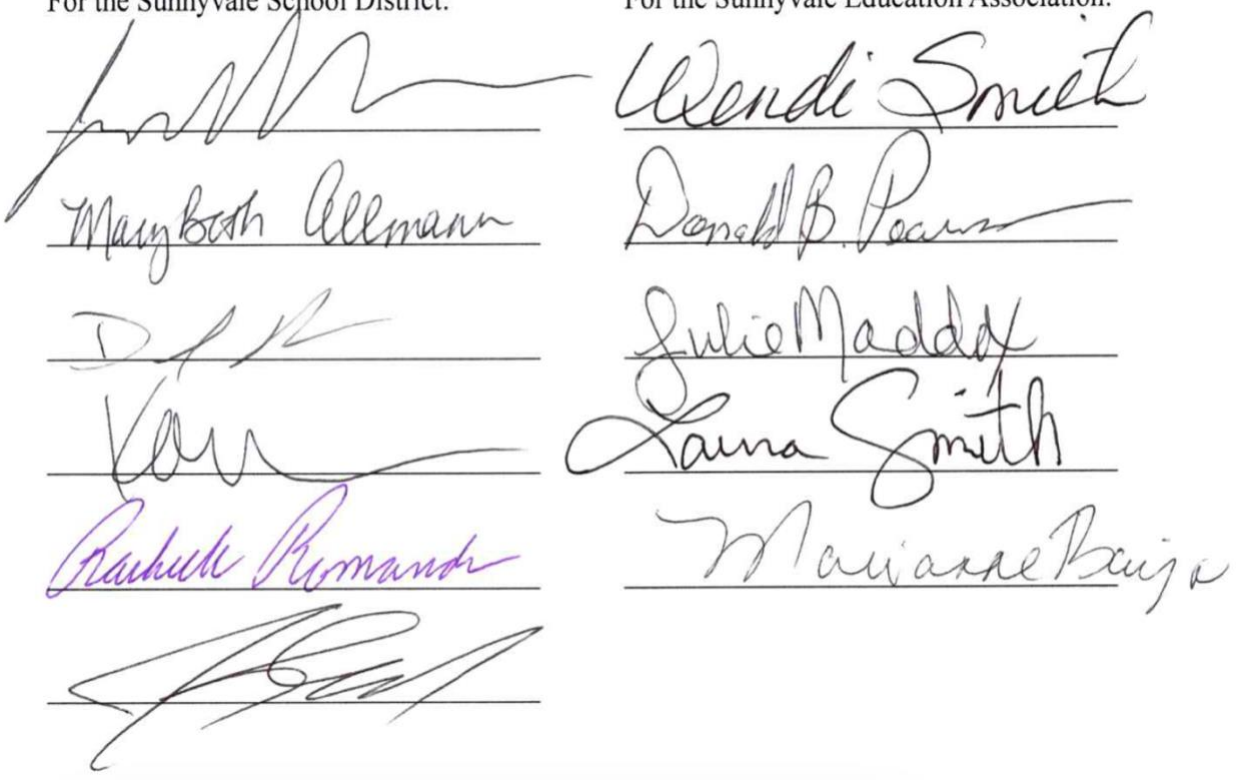
25.2.1 Both parties expressly and knowingly waive their right to reopen negotiations for the term of this Agreement and will commence negotiations for a successor Agreement in the spring of 2028.

25.2.2 The parties will continue to utilize the collaborative process for problem-solving during theterm of the Agreement.

In Witness whereof, the Sunnyvale Education Association has caused this Agreement to be signed by its President and bargaining committee members and the Sunnyvale School District Board of Education hascaused this Agreement to be signed by its bargaining team.

For the Sunnyvale School District:

For the Sunnyvale Education Association:



Tentative Agreement Between
Sunnyvale School District and
Sunnyvale Education Association
For the 2025-2026 through 2027-2028 School Years

The provisions of the 2022-2024 negotiated Agreement between the Association and the District shall remain in full force and effect except as specifically provided below in this Tentative Agreement. The individual tentative agreements listed below have been signed and executed on the date set forth in each document and are attached hereto and incorporated into this Tentative Agreement by reference.

Article VI – Professional Compensation
- Section 6.1 – Salary

Article VIII – Hours of Employment
- Section 8.1.2.2.7 IEP/504 Meetings, Nine (9) or More
- Section 8.1.3.5 Teaching Four (4) or more Preps
- Section 8.1.5 Parent Conferencing

Article IX – Class Size
- Section 9.1 Class Size Limits
- Section 9.1.2 Special Education
- Section 9.1.4 Class Size Adjustment Procedure (Grades 6-8)

Article X – Leaves
- Section 10.4.4 Personal Necessity Leave
- Section 10.6 Bereavement Leave

Article XII – Certificated Employee Evaluation and feedback
- Section 12.1 – Evaluation and Feedback Procedure
- Section 12.6 – Teacher Support Plans
- Section 12.7 – Personnel Files
- Appendix D-1 Individual Professional Goal
- Appendix D-2 Off-Cycle Goals Reflection Form
- Appendix D-3 Pre-Observation Conference Guide
- Appendix D-4 Post-Observation Conference Guide
- Appendix D-5 Teacher Support Plan
- Appendix D-6 Traditional Formal Certificated Instructional Evaluation Form
- Appendix D-7 Alternative Evaluation Plan Goal Form
- Appendix D-8 Self-Reflection Summary
- Appendix D-9 Alternative Option Signature Page
- Appendix D-10 Extended Evaluation Off-Cycle Agreement

Article XXIII – Retirement
- Section 23.1.5 – Retiree Benefits Provided
- Section 23.1.6 – Retiree Dependent Benefits

Article XXIV – Discipline

- Section 24.1.2 – Just Cause/Due Process
- Section 24.2.1 – Progressive Discipline
- Section 24.2.2 Written Warnings (using Human Resources' memo/template for Written Warnings)
- Section 24.2.3 Written Reprimands (using Human Resources' memo/template for Written Reprimands)

Article XXV – Duration and Reopeners

- Section 25.1 – Duration
- Section 25.2 – Subsequent Contract Negotiations

Appendix C – Included 2025-2026H School Year Calendar

Appendix E – Updated Education Code Sections 48900 and 48910

Appendix J-2 – Catastrophic Leave Donor Form

Appendix M – Suspension of PAR Program [Suspended 2012]

SUNNYVALE SCHOOL DISTRICT SALARY SCHEDULE
TEACHERS WITH VALID CALIFORNIA CREDENTIAL (187 Days)
2025-2026
3% Increase Eff 7/01/2025

STEPS	B REG. CRED. B.A. PLUS 45 SEM HRS.	C REG. CRED. B.A. PLUS 60 SEM. HRS.	D REG. CRED. B.A. PLUS 75 SEM. HRS.
1	82,706	85,815	91,135
2	84,268	89,594	94,913
3	88,046	93,372	98,692
4	91,825	97,150	102,470
5	95,603	100,928	106,248
6	99,381	104,706	110,026
7	103,159	108,484	113,804
8	106,937	112,262	117,582
9	110,715	116,040	121,360
10	114,493	119,818	125,138
11	118,271	123,596	128,916
12	122,049	127,374	132,694
15	125,827	131,152	136,472
18	129,605	134,930	140,250
21	133,383	138,708	144,028
24	137,161	142,486	147,806
27	140,939	146,264	151,584
30	144,717	150,042	155,362

*M.A.	3,170
*DOCTORATE	6,304
NBCERT/CCC/ LCSW	4,797
CE SEV	3,778
**BCLAD	1,585

MAXIMUM HORIZONTAL INCREMENT	5,320
MAXIMUM VERTICAL INCREMENT	3,778

Special Education Attract and Retain Salary Schedule Placement: effective with the 2018-2019 school year, Special Education Teachers shall receive one (1) additional year of credit for placement on the schedule. Special Education Teachers on Column C, step 30 or Column D, Step 30 shall receive an ongoing, annual stipend equal to the increment amount

*Note: Employees are eligible for only one stipend for an advanced degree regardless of the number of degrees earned.

**Note: Employees possessing a BCLAD certificate and providing instruction or services in a District Two-Way Language Immersion Program are eligible.

Percentage Increase 103.0%

SUNNYVALE SCHOOL DISTRICT
SALARY SCHEDULE
PERMIT TEACHERS
11 Month Salary Schedule
(Child Development Center)
2025 - 2026
3% Increase Eff 7/01/2025

STEPS	A PRE-BA	B BA	C BA Plus 15 Semester Hours
1	46,989	49,470	51,951
2	49,470	51,951	54,432
3	51,951	54,432	56,914
4	54,432	56,914	59,395
5	56,914	59,395	61,876
6	59,395	61,876	64,357
7	61,876	64,357	66,839
8	64,357	66,839	69,320
9	66,839	69,320	71,801
12	69,320	71,801	74,283

HORIZONTAL INCREMENT	2,481
VERTICAL INCREMENT	2,481

Percentage Increase	3.00%
Percentage Increase	103.00%

SUNNYVALE SCHOOL DISTRICT

SEA NEGOTIATED CERTIFICATED ADJUNCT DUTY STIPEND CHART

For Work Outside of the Teacher Workday

2025-2026

The following is a list of committees or positions that require work outside of the contractual workday. Meeting attendance is an expectation of all leadership teams and committees in order to receive the stipend, however extenuating circumstances will be considered.

ELEMENTARY and MIDDLE SCHOOL	Level	Site or District	Payment Schedule
MTSS Co-Coordinator / SST Lead (up to 2 per school)	4	District	End of Year
MTSS/SST Permanent Member (no more than 4 per school or equivalent)	2	District	End of Year
PBIS / District Climate and Culture Lead (up to 2 per school)	2	District	End of Year
Program of Choice Leadership Team (up to 6)	1.5	Site	End of Year
PTO / PTA Representative (1 only)	1	District	End of Year
School Performance / Event Coordinator	1	Site	End of Year
School Site Council Permanent Member (3-4 only)	1	District	End of Year
Social Media Ambassador	2	District	End of Year
PRE-SCHOOL / ELEMENTARY ONLY	**Level**	**Site or District**	**Payment Schedule**
Grade Level / PLC Lead	2	Site	End of Year
Preschool Site Supervisor	2	District	End of Year
School Newspaper	1	Site	End of Year
Science Camp (pro-rated if fewer than 4 nights)	1.5	District	End of Service
Student Council Advisor	2	Site	End of Year
Yearbook Advisor	1	Site	End of Year
MIDDLE SCHOOL ONLY	**Level**	**Site or District**	**Payment Schedule**
Athletic Director	7	Site	Semi-Annually
Chemical Safety Review	1	District	End of Year
Dept. Lead / PLC Lead	2	Site	End of Year
District AVID Coordinator	1	District	End of Service
District Sister City Liaison (1 per Middle School)	1	District	End of Service
Drama Performances	2	Site	End of Service
Grade Level Lead	2	Site	End of Year
Music Performances	2	Site	End of Service
Student Council Advisor	3	Site	End of Year
Sound or Lighting Coordinator (SMS)	1	Site	End of Service
WEB Orientation Lead - (1 per site)	6	Site	Semi-Annually
WEB Orientation Support	2	Site	Semi-Annually

COMMITTEES	Level	Site or District	Payment Schedule
A.I. Task Force	3	District	End of Service
Committee Facilitator	3	District	End of Service
Curriculum Pilot (Yearlong)	2	District	End of Service
Elementary Teacher Leadership	2	District	End of Service
Health and Wellness Leadership Team	2	District	End of Service
Middle School Dept Chair Committee	2	District	End of Service
DISTRICT OFFICE	**Level**	**Site or District**	**Payment Schedule**
Safe Routes to School Coordinator	2	District	End of Year
Social Worker Lead	7	District	Semi-Annually
Speech Language Pathologist Lead	7	District	Semi-Annually
TOSA (Programmatic, Instructional Coach, Induction)	7	District	Semi-Annually

LEVEL STIPENDS

The Level Stipends are calculated by multiplying the base salary (defined as Step B-1 per section 6.3.5 of the Agreement between the Sunnyvale School District and the Sunnyvale Education Association) by the corresponding Level percentages. For example, if base salary Step B-1 is $82,706 hence:

Level .5	$414	Level 4	$3,309
Level 1	$827	Level 5	$4,135
Level 1.5	$1,241	Level 6	$4,962
Level 2	$1,654	Level 7	$5,789
Level 3	$2,481		

HOURLY RATES

The hourly rates for the 2025-26 school year are below and are determined by the scope of the work performed. The hourly rates will be paid for services performed with prior approval by the principal/supervisor.

Instructional Hourly Rate – $74.43

The Instructional Hourly Rate ($74.43/hour) is designated for high-level work that requires the full expertise of a certificated employee. This scope involves significant independent creation, professional judgment, and the delivery of specialized instruction. Examples include developing new curriculum, planning and teaching new intervention courses, facilitating professional development, designing district-wide assessments, administering Special Education assessments outside of their regular assignment, or leading and instructing skills-based extracurricular activities.

Non-Instructional Hourly Rate - $35* (note: up from 31.01)

The Non-Instructional Hourly Rate ($35/hour) applies to supplemental duties focused on participation, supervision, or the implementation of existing plans. This work is typically supervised and does not require a credential or the creation of new instructional lesson plans. Common activities include attending (but not presenting) professional development, proctoring or administering tests, supervising student events like dances, monitoring student-led clubs, tutoring/homework help, and the TK/Kinder Meet & Greet.

Attendance at district sponsored workshops and seminars follow the provisions of the SEA contract.

STIPEND LEVEL GUIDELINES

This document outlines the general guidelines and examples used to determine the stipend level for newly formed committees or positions. When a new committee or position is established, a **Human Resources Administrator** and at least one representative of the **SEA Negotiating Team** will review the scope of work to assign an appropriate stipend level.

The following factors are considered when assigning a stipend level:

- **Level of Responsibility**: The degree of oversight and leadership required (e.g., coordinator or facilitator vs. participant).
- **Complexity/Skill Level**: The nature of the work (e.g., requiring program development or specialized analysis vs. simple participation and reporting).
- **Time Commitment/Frequency**: The required time outside of regular duties (e.g., weekly or monthly meetings vs. biannual meetings)

The stipend levels reflect increasing levels of responsibility, time commitment, and complexity of work that occurs outside of the contractual work day.

Stipend Level	Primary Responsibility and Time Commitment	Example of Duties
Level 1:	**Low Commitment**. Focus is on basic attendance, reporting, and information gathering over time OR low time commitment	Attend meetings, provide basic input, and report information or updates back to a site or department.
Level 2:	**Moderate Commitment**. Focus includes basic participation plus active task execution and site-level advocacy.	Attend meetings, provide detailed input, perform assigned follow-up tasks, and facilitate communication/collaboration at the site level.
Level 3:	**Medium Commitment**. Focus is on managing a specific part of a program or coordinating a small group/sub-committee.	Coordinate a specific **component** of a program or committee. Includes facilitating specific meetings, providing input, and creating targeted products or documents.
Level 4:	**Higher Commitment**. Focus is on leading a full committee or program, managing the process and deliverables.	**Lead/Facilitate** a committee or entire program. Set agendas, manage timelines, and ensure all goals and objectives are met.

Level 5:	**Significant Commitment**. Focus includes full facilitation plus execution of complex, high-skill tasks.	Program or committee coordination/facilitation **plus** performance of higher-level, specialized tasks (e.g., **in-depth data analysis**, complex **case management**, or detailed policy drafting).
Level 6:	**High/Variable Commitment**. Focus includes all Level 5 tasks plus the complexity of planning and executing large-scale events.	Program coordination/facilitation, performance of specialized tasks, **and** the planning, coordination, and execution of significant events, trainings, or conferences.
Level 7:	**Sustained, High-Level Commitment** requiring consistent, significant hours outside of the normal workday.	Program coordination/facilitation requiring a **consistent and predictable investment of hours** beyond the regular workday (e.g. works an average of an additional hour most days of the week)

The Board of Education shall provide the following plans of employee benefits for members of the unit:

A. Term Life Insurance

Trustmark Insurance Company. Fifty thousand dollars ($50,000) with the employer paying one hundred percent (100%) of the premium for members of the unit employed full time. This will be prorated for unit members working less than full time.

B. Dental Insurance

1. Effective July 1, 2017, the Delta Dental "premium" (Group #7102-00101), "high" (Group #7102-00103), and "low" (Group #7102-00105) plans offered by the SCCISG.
2. Pursuant to section 6.2.2.1 of the Agreement, the District shall assume and pay 100% of the premium cost of the "high" (Group #7102-00103) dental plan for the employee only for members of the unit employed full-time. This will be prorated for unit members working less than full time and there will be no employer contribution for dependents.
3. The cap on dental benefits shall be the annual dollar amount for the cost of premiums for coverage as set forth in section (B)(2) of this Appendix through the 2018-2019 school year, plus the District contribution set forth in section (B)(4) of this Appendix, if applicable.
4. Effective July 1, 2017, the District will contribute an additional $25.00 per month toward the premium of employees choosing to cover "families" (employee plus two or more dependents) in the "high" (Group #7102-00103) and "premium" (Group #7102-00101) plans.
5. Employees will continue to have the option to cover dependents at their own cost, and the option to choose the "low" (Group #7102-00105) or "premium" (Group #7102-00101) plans.
6. Employees choosing the "premium" (Group #7102-00101) plan will pay the cost difference between the employee only "high" (Group #7102-00103) plan and their selected plan (employee, employee plus one, or family).

Employees choosing the "low" (Group #7102-00105) plan will pay the cost difference between the employee only "high" (Group #7102-00103) plan and their selected plan (employee plus one, or family). [Negotiated 2018]

C. Health Insurance

1. Anthem Blue Cross, Group #175208H218 or Group #175208H227. The employer will pay one hundred percent (100%) of the premium for members of the unit employed full time. The District will pay seventy percent (70%) of premiums for dependents. This will be prorated for unit members working less than full time.

OR

Kaiser Foundation Health Plan, Group #38160-0015. The employer will pay one hundred percent (100%) of the premium for the member of the unit employed full time. Prescription service is included. The District will pay seventy percent (70%) of premiums for dependents. This will be prorated for unit members working less than full time.

2. Vision Service Plan (VSP). The employer will pay ninety-two percent (92%) of the premium for the member of the unit employed full time and his dependents. The member of the unit will pay eight percent (8%) of the premium. This will be prorated for unit members working less than full time.

D. Section 125 Flexible Fringe Benefit Plan

The IRS Section 125 Flexible Fringe Benefit Plan is available as a voluntary benefit option by means of a salary reduction agreement between the employee and the Sunnyvale School District. [Negotiated 1999]

SUNNYVALE SCHOOL DISTRICT
LEARN TODAY. LEAD TOMORROW

ACADEMIC AND TEACHER CALENDAR
2025-2026 (UPDATED VERSION 06.18.25)

187 Duty Days
181 Student Days

2025

JULY

M	T	W	T	F	
	1	2	3	4	
7	8	9	10	11	
14	15	16	17	18	
21	22	23	24	25	
28	29	30	31		

AUGUST (13)

M	T	W	T	F	
				1	
4	5	6	7	8	11-12 Optional Teacher PD
11	12	13	14	15	13-Teachers' First Day
18	19	20	21	22	18-Students' First Day (TK-8)
25	26	27	28	29	

SEPTEMBER (21)

M	T	W	T	F	
1	2	3	4	5	1-Labor Day / 2 - First Full Day for TK
8	9	10	11	12	9-TLD Elementary Early Release
15	16	17	18	19	
22	23	24	25	26	
29	30				

OCTOBER (23)

M	T	W	T	F	
		1	2	3	
6	7	8	9	10	6-10 TK-5th Grade Conference Week
13	14	15	16	17	13-Staff Development Day
20	21	22	23	24	21-TLD Elementary Early Release
27	28	29	30	31	

NOVEMBER (13)

M	T	W	T	F	
					4-TLD Elementary Early Release
3	4	5	6	7	7-Trimester Ends (TK-8)
10	11	12	13	14	10-Teacher Non-Duty Day
17	18	19	20	21	11-Veterans Day Observed
24	25	26	27	28	24-28 Thanksgiving Recess

DECEMBER (15)

M	T	W	T	F	
1	2	3	4	5	
8	9	10	11	12	
15	16	17	18	19	
22	23	24	25	26	12/22-1/2 Holiday Recess
29	30	31			

2026

JANUARY (19)

M	T	W	T	F	
			1	2	1-New Years Day
5	6	7	8	9	
12	13	14	15	16	13-TLD Elementary Early Release
19	20	21	22	23	19-Martin Luther King, Jr. Day
26	27	28	29	30	20-Staff Development Day

FEBRUARY (15)

M	T	W	T	F	
2	3	4	5	6	
9	10	11	12	13	10-TLD Elementary Early Release
16	17	18	19	20	16-Presidents' Day
23	24	25	26	27	16-20 Winter Recess

MARCH (21)

M	T	W	T	F	
2	3	4	5	6	6-Trimester Ends (TK-8)
9	10	11	12	13	10-TLD Elementary Early Release
16	17	18	19	20	16-Teacher Non-Duty Day
23	24	25	26	27	
30	31				3/30-4/3 TK Only Grade Conference Week

APRIL (17)

M	T	W	T	F	
		1	2	3	3/30-4/3 TK Only Grade Conference Week
6	7	8	9	10	7-TLD Elementary Early Release
13	14	15	16	17	13-17 Spring Recess
20	21	22	23	24	
27	28	29	30		

MAY (20)

M	T	W	T	F	
				1	
4	5	6	7	8	
11	12	13	14	15	12-TLD Elementary Early Release
18	19	20	21	22	
25	26	27	28	29	25-Memorial Day

JUNE (10)

M	T	W	T	F	
1	2	3	4	5	
8	9	10	11	12	11-Students' Last Day (TK-8)
15	16	17	18	19	12-Teachers' Last Day
22	23	24	25	26	
29	30				

APPENDIX C

SUNNYVALE SCHOOL DISTRICT
LEARN TODAY. LEAD TOMORROW.

Individual Professional Goals

Teacher

Name	Date of Conf	Evaluation Type / Status (Temp/Intern/Prob1/Prob2/Perm)
School	Grade/Subject	Evaluator

Intent: This form guides the conversation between the teacher and evaluator focusing on the teacher's continuous improvement.

The teacher and the evaluator will collaborate and agree on two of the six California Standards for the Teaching Profession (CSTPs) listed below for focus. All teachers complete goals in two of the CSTPs below annually.

Teachers participating in Induction: While developing your Individual Learning Plan, think about how you can integrate these goals with your induction work.

CSTP 1: Engaging and Supporting All Students in Learning
Teachers apply knowledge about each student to activate an approach to learning that strengthens and reinforces each student's participation, engagement, connection, and sense of belonging.
1: Goal: Create a goal that will positively impact student learning. You may refer to CSTP Indicators to craft your goal.
1: Plan/Action Steps: What do you need to do to achieve your goal?: What do you need to do to achieve your goal?
1: Evidence: How will you know if you have met your goal?
CSTP 2: Creating and Maintaining Effective Environments for Student Learning
Teachers create and uphold a safe, caring, and intellectually stimulating learning environment that affirms student agency and voice, identity, and development, and promotes equity and inclusivity.
2: Goal: Create a goal that will positively impact student learning. You may refer to CSTP Indicators to craft your goal.
2: Steps: What do you need to do to achieve your goal?
2: Evidence: How will you know if you have met your goal?

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CSTP 3: Understanding and Organizing Subject Matter for Student Learning
Teachers integrate content, processes, materials, and resources into coherent, culturally relevant, and equitable curricula that engages and challenges students to develop the academic and social–emotional knowledge and skills required to become competent and resourceful learners.
3: Goal: Create a goal that will positively impact student learning. You may refer to CSTP Indicators to craft your goal.
3: Steps: What do you need to do to achieve your goal?
3: Evidence: How will you know if you have met your goal?
CSTP 4: Planning Instruction and Designing Learning Experiences for All Students
Teachers set a purposeful direction for instruction and learning activities, intentionally planning and enacting challenging and relevant learning experiences that foster each student's academic and social–emotional development.
4: Goal: Create a goal that will positively impact student learning. You may refer to CSTP Indicators to craft your goal.
4: Steps: What do you need to do to achieve your goal?
4: Evidence: How will you know if you have met your goal?
CSTP 5: Assessing Students for Learning
Teachers employ equitable assessment practices to help identify students' interests and abilities, to reveal what they know and can do, and to determine what students need to learn. Teachers use varied assessment information to advance and monitor student progress as well as to guide their own and students' actions to improve learning experiences and outcomes.
5: Goal: Create a goal that will positively impact student learning. You may refer to CSTP Indicators to craft your goal.
5: Steps: What do you need to do to achieve your goal?
5: Evidence: How will you know if you have met your goal?

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CSTP 6: Developing as a Professional Educator
Teachers develop as effective and caring professional educators by engaging in relevant and high-quality professional learning experiences that increase their teaching capacities, leadership development, and personal well-being. Doing so enables teachers to support each student to learn and thrive.
6: Goal: Create a goal that will positively impact student learning. You may refer to CSTP Indicators to craft your goal.
6: Steps: What do you need to do to achieve your goal?
6: Evidence: How will you know if you have met your goal?

SUNNYVALE SCHOOL DISTRICT
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Off Cycle
Goals Reflection Form

Name	Date of Conf	Evaluation Type / Status (Temp/Intern/Prob1/Prob2/Perm)
School	Grade/Subject	Evaluator

Intent: This form guides the conversation between the employee and evaluator focusing on the teacher's continuous improvement.

Individual Professional Goal 1
1a. What was your goal this school year?
1b. Briefly describe actions taken towards this goal.
1c. How did your goals/actions impact student learning?
1d. What might your next steps be towards this goal?
Individual Professional Goal 2
2a. What was your goal this school year?
2b. Briefly describe actions taken towards this goal.
2c. How did your goals/actions impact student learning?
2d. What might your next steps be towards this goal?

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Pre Observation Conference Guide

Name	School	Evaluation Type / Status (Temp/Intern/Prob1/Prob2/Perm)
Grade	Subject	Evaluator
Pre-Conf Date	Observation Date	Post Conf Date

Intent: This form guides the conversation between the teacher and evaluator prior to a formal observation.
1. Tell me about this lesson and its context. What has led up to this lesson? How does it build on previous lessons? How does it meet students' needs? Where does it fit in the curriculum? Which content standard(s) does this meet?
2. What do you want the students to learn through this lesson? How will you know they are successful? How will your students know your expectations?
3. How will the instructional strategies and resources you are using during the lesson promote student learning? How will you differentiate instruction to meet student need?
4. What specifically do you want me, as the evaluator, to observe?
5. What evidence would you hope I would see?

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Post-Observation Feedback Form

Name	Evaluator	Evaluation Type / Status (Temp/Intern/Prob1/Prob2/Perm)
Grade/Subject	Observation Date	Post Conf Date

Intent: This form provides specific, meaningful feedback to the teacher re: an observed lesson and overall performance following a formal observation

Feedback on Observed Lesson		
Content Standard:	**Lesson Topic:**	**Observation Focus:**

A. **What students are learning and the context of the lesson**
- Evidence of understanding and organizing subject matter for student learning.
- Evidence of planning instruction and designing learning experiences for all students.

B. **Learning activities and classroom environment**
- Evidence of creating and maintaining effective environments for student learning.
- Evidence of engaging and supporting all students in learning

C. **Student outcomes**
- Evidence of assessing students for learning

D. **Strengths and commendations**

E. **Areas for focus, growth, and reflection**

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Other Comments Regarding the Teacher's Overall Performance this Year
F. **Strengths and commendations**
G. **Areas for focus, growth, and reflection**

The following rating is a benchmark assessment of the teacher's overall performance this year.

✕ Unsatisfactory ✕ Needs Improvement ✕ Approaching Proficient ✕ Proficient

Signatures:

Employee: _____ Date: _____

Evaluator: _____ Date: _____

Note: Evaluatee has the option to write a response that may be attached/uploaded to this form.

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SUNNYVALE SCHOOL DISTRICT
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Support Plan
Teacher

Name	Conf. Date	Evaluation Type / Status (Temp/Intern/Prob1/Prob2/Perm)
School	Grade/Subject	Evaluator

Intent: This form is to be completed by the supervisor when areas of "Unsatisfactory" or "Needs Improvement" have been identified by the supervisor. This form can also be used for teacher initiated requests for support. This process identifies up to two current areas of needed improvement or focus.

First Area of Needed Improvement or Focus		
Area of Focus:		
California Standards for the Teaching Profession:		
Documented Evidence:		
Recommendations and Assistance (may include evidence of completion)		
Actions:	Support:	Timeframe:

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Second Area of Needed Improvement or Focus (if necessary)		
Area of Focus:		
California Standards for the Teaching Profession: :		
Documented Evidence:		
Recommendations and Assistance (may include evidence of completion)		
Actions:	Support:	Timeframe:

Comments:

Signatures:

Employee: _____ Date: _____

Evaluator: _____ Date: _____

Follow-up Meeting Date:_____

Note: Signature indicates receipt of Support Plan, not necessarily agreement.

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SUNNYVALE SCHOOL DISTRICT
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Traditional Formal
Certificated Summative Evaluation
Teacher

Name	Position	Evaluation Type / Status (Temp/Intern/Prob1/Prob2/Perm)
School	Grade/Subject	Evaluator
Date Summative Conf	Dates of Observations	Dates of Observation Conf

Intent: **For those teachers on "traditional formal" this form is the summative evaluation of overall performance for the year in each of the CSTPs.**

Rating: **U=Unsatisfactory** **NI=Needs Improvement** **AP= Approaching Proficient** **P=Proficient**

STANDARD I: ***Engaging and Supporting All Students In Learning***	**Rating**	***Commendations/Recommendations/ Evidence Related to this Standard***
1A. Focus on Student: Teachers plan and implement a student-centered learning perspective that frames diversity as an educational asset and supports each student in relevant and challenging experiences that explore their identities and extend their learning. **1B. Knowledge of Students:** Teachers elicit and solicit knowledge of each student's assets and needs including cognitive, cultural and linguistic, social-emotional, and physical and developmental capacities, in service of increasing active engagement in learning. **1C. Student Backgrounds and Family Engagement:** Teachers meaningfully engage and form partnerships with families, guardians, and caregivers in addressing each student's learning needs, health, and well-being and are responsive to the range of economic, social, cultural, linguistic, and community factors that affect student development and learning. **1D. Diversity and Equity:** Teachers are responsive to students' diverse experiences, cultures, languages, identities, interests, strengths, and needs, and apply evidence-based principles that intentionally cultivate equitable access, opportunities, and positive outcomes for each student.		

STANDARD II: ***Creating and Maintaining Effective Environments For Student Learning***	**Rating**	***Commendations/Recommendations/ Evidence Related to this Standard***
2A. Learning Environment: Teachers guide learning through mutually respectful, supportive, and challenging experiences that result in each student's academic, and social-emotional growth. **2B Student Behavior:** Teachers communicate, model, practice, and sustain high standards of individual and group behavior that reflect, affirm, and respect diversity and productive interactions to maximize opportunities for each student to learn and thrive. **2C. Organizational and Resource Management:** Teachers organize and manage learning structures, processes, resources, and supports in order to provide a safe and productive learning environment in which each student can grow and thrive. **2D. Inclusive Environment:** Teachers build on students' assets —students' abilities and talents, prior learning and peer and social group interactions, languages and cultures, and family and community experiences—to ensure that students' identities are included in classroom interactions and future learning experiences.		

STANDARD III: ***Understanding and Organizing Subject Matter for Student Learning***	**Rating**	***Commendations/Recommendations/ Evidence Related to this Standard***
3A. Knowledge of Subject Matter and Pedagogy: Teachers identify, organize, and teach key concepts, underlying themes, and relationships that address pre-K–12 state content standards and local subject- and grade-level expectations, and also promote students' social-emotional and language development. **3B. Connecting Subject Matter to Real-World Contexts:** Teachers engage students in real-world applications and leverage students' unique backgrounds, perspectives, and cultural identities to make learning authentic, relevant, and meaningful. **3C. Curriculum and Resources for Specific Students and Student Groups:** Teachers design and implement content and resources that enable equitable access for every learner, including those with more complex needs, to essential academic and social-emotional concepts, to promote each learner's growth. **3D. Content and Skills across Subjects:** Teachers elevate learning experiences enabling students to apply knowledge and skills across content areas to identify issues, explore proposed solutions, and examine relevant, complex subject matter. **3E. Curriculum Materials and Resources:** Teachers select, use, and adapt standards-aligned instructional materials, evidence-based resources, and varied technologies to increase content and social-emotional learning options that are accessible, equitable, and culturally responsive, and sustaining for each student.		

STANDARD IV*: Planning Instruction and Designing Learning Experiences for All Students*	**Rating**	***Commendations/Recommendations/ Evidence Related to this Standard***
4A. Planning Instruction for Student Learning: Teachers shape instructional plans that are informed by student goals, curriculum, evidence-based teaching strategies, materials, and resources attuned to the broad range of students' identities, prior knowledge, areas for growth, and interests. **4B. Designing and Developing Instruction for Student Learning:** Teachers use varied instructional practices to craft effective learning experiences focused on the students they serve and the curriculum they teach. **4C. Facilitating Instruction for Student Learning:** Teachers advance student learning by employing varied instructional strategies and supports that help build students' knowledge and skills and that facilitate student engagement, well-being, and efficacy. **4D. Adapting Instruction for Student Learning:** Teachers vary their instructional practices to differentiate the kinds of student learning activities and levels of support needed to address the breadth of students' identified assets and needs.		
STANDARD V*: Assessing Students for Learning*	**Rating**	***Commendations/Recommendations/ Evidence Related to this Standard***
5A. Understanding and Using Assessments: Teachers understand different assessment types and purposes and use multiple methods of assessing students to intentionally collect, analyze, and interpret information directed toward supporting each student's achievement and well-being. **5B. Interpreting and Using Assessment Data to Inform Student Learning:** Teachers apply varied data sources to access meaningful information for planning and differentiating student learning experiences, determining developmentally appropriate instructional practices, and improving processes that equitably guide the growth of each student's academic and social-emotional learning. **5C. Communication of Assessment and Data:** Teachers engage with students, families, and guardians, along with other teachers and specialists, to share student strengths and areas of improvement gathered from assessments and reach common understanding about how to apply the information to support improvement goals and student progress. **5D. Assessment for Continuous Improvement:** Teachers, individually and collaboratively, evaluate and improve assessment methods to ensure equitable access, opportunities, resources, and outcomes for student learning and growth.		

STANDARD VI*: Developing as a Professional Educator*	**Rating**	***Commendations/Recommendations/ Evidence Related to this Standard***
6A. Reflection on Practice: Teachers continuously examine and evaluate their own practice to intentionally use new understandings and perspectives as opportunities for professional growth and effectiveness. **6B. Focused Professional Learning:** Teachers amplify their expertise with ongoing professional learning experiences that address subject-matter content, instruction and assessment, social-emotional support, and equitable practices, that enable each student—including historically and persistently underserved students—to reach identified goals. **6C. Collaboration with Colleagues:** Teachers collaborate with colleagues in developing a common understanding of effective practices for students' academic and social-emotional development. This common understanding informs teaching and supports practices that meet students' diverse learning interests, strengths, and needs. **6D. Collaboration with Families, Guardians, and the Community:** Teachers collaborate with families, guardians, and community partners to develop and use a common language, strategies, and communication around in-school and out-of-school learning experiences and to align services and initiatives that affect each student's growth and well-being. **6E. Ethical Conduct and Professional Responsibilities:** Teachers demonstrate honesty, trustworthiness, and integrity in their professional behavior and decision-making as they conduct their responsibilities with a focus on each student's learning and well-being. **6F. Activating Access and Equity:** Teachers strive to eradicate barriers to student access, engagement, opportunities, and positive outcomes by acting with integrity and fairness so that every student has the quality experiences necessary to learn and thrive. **6G. Personal Growth and Well-Being:** Teachers cultivate and sustain personal motivation, commitment, energy, and health by balancing continuous professional growth with their own physical and emotional wellness.		

SUNNYVALE SCHOOL DISTRICT
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Alternative Evaluation Plan

Name	Date	Evaluator
School	Grade/Subject	

Intent: This form is for teachers participating in the "alternative formal" evaluation process and outlines the details of their project or practice.

I. Goal-Setting (please check the California Standard(s) for the Teaching Profession (CSTPs) on which your project or practice will focus.

1. _____ Engaging and Supporting All Students in Learning
2. _____ Creating and Maintaining Effective Environments For Student Learning
3. _____ Understanding and Organizing Subject Matter For Student Learning
4. _____ Planning Instruction and Designing Learning Experiences For All Students
5. _____ Assessing Students for Learning
6. _____ Developing as A Professional Educator

II. Alternative Evaluation Option (please check one)

A. _____ Individual growth activity
B. _____ Educational team growth activity
C. _____ Education research

III. Briefly describe your project or practice.

IV. Describe how your project or practice will positively impact student learning.

V. What evidence will you collect to determine if your project or practice is successful?

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VI. Timeline: Please indicate key steps in your project or practice along with goal dates for completion of these steps. All projects /practices are evaluated no later than 30 days prior to the last school (student instructional) day scheduled on the school calendar.

Date: _____ (Step 1)
Date: _____ (Step 2)
Date: _____ (Step 3)
Date: _____ *Project or practice completion and Self Reflection due 30 calendar days prior to the last school (student instructional) day:*

VII. Progress review meetings, tentatively scheduled between November 1st and April 1st (minimum of 2 required).

Date: _____
Date: _____

VIII. (Optional) Describe the administrative support necessary for completion of your project/practice.

Signatures:

Employee: _____ Date: _____

Evaluator: _____ Date: _____

Note: Participants choosing the alternative evaluation option are invited to share their progress and outcomes with colleagues, fostering a collaborative learning environment.

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SUNNYVALE SCHOOL DISTRICT
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Alternative Evaluation
Self Reflection Summary

Name	Date	School Year
School	Grade/Subject	Evaluator

Intent: This form is to be used by teachers participating in the "alternative formal" process and is the final summary of the project or practice for the year.

1. Please indicate which of the six California Standards for the Teaching Profession was the focus of your project or practice.

2. Briefly describe your project. What was the goal of the project/practice? How was it meant to improve student learning? What did your project/practice entail?

3. Describe the results of your project/practice. Be sure to include evidence that you successfully completed your project/practice. Did you achieve the goal you set out to achieve? Why or why not?

Evaluator's Comments:

Signatures:

Employee: _____ Date: _____

Evaluator: _____ Date: _____

Note: This form is due 30 calendar days prior to the last school (student instructional) day scheduled on the school calendar.

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SUNNYVALE SCHOOL DISTRICT
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Alternative Evaluation Signature Page

Name	Date	Evaluator
School	Grade/Subject	

Intent: This form confirms the resolution of the Alternative Evaluation project or practice.

Project Resolution:

_____ Satisfactory

_____ Unsatisfactory

Next Evaluation Due: (School Year) _____

Evaluation Recommendation:

_____ Traditional Formal

_____ Alternative Formal

_____ Extended Cycle

Signatures:

Employee: _____ Date: _____

Evaluator: _____ Date: _____

Note: The Self-Reflection Summary shall be attached and placed in the personnel file.

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SUNNYVALE SCHOOL DISTRICT
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Extended Evaluation Off Cycle Agreement

Name	Date of Hire	Evaluation Type / Status (Temp/Intern/Prob1/Prob2/Perm)
School	Grade/Subject	Evaluator

Intent: This form is the official record of the teacher's evaluation cycle for those who are on the extended evaluation cycle.

Under Article 12.2.2 - Certificated Employees Evaluation - Permanent unit members who meet all the below criteria may be evaluated every fourth year. This means if an employee is evaluated in "year 1," they would next be evaluated in "year 5", or sooner according to section 12.1.1.3. If the above criteria are met, the unit member and evaluator may agree to participate in the Extended Evaluation off cycle. The unit member or the evaluator may withdraw consent at any time. The evaluator's decision to place the employee on, or withdraw the employee from, the extended evaluation off' cycle shall not be subject to Article VI - Grievance Procedure

Qualifying Criteria (Section 12.2.2 - SEA/SSD Agreement) – must meet all three

- ☐ Permanent unit member who has been employed with the Sunnyvale School District for at least ten (10) years;
- ☐ Highly qualified under state and federal law; and
- ☐ Previous evaluation was proficient (traditional) or satisfactory (alternative).

School year in which the Extended Evaluation Off Cycle will begin: _____

School year for the next formal Evaluation Cycle: _____

Signatures:

Employee: _____ Date: _____

Evaluator: _____ Date: _____

Director of HR: _____ Date: _____

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CERTIFICATED

Sunnyvale School District
Sunnyvale, California

PERSONAL NECESSITY LEAVE FORM
(Deducted from Sick Leave)

[Revised March, 1998]

NAME_____ DATE _____

SCHOOL_____

Directions: Please read the definition below, complete this form and give it to your immediate supervisor for forwarding to the Human Resources Office at least three (3) working days prior to the effective dates of the leave. If the reason for the leave is beyond prediction, it should be reported in the same manner as an illness leave and this form submitted within three (3) days of your return.

Check the reason for the leave: A statement of reason must be given for A, B, and C. A statement of reason must be given for 'D' when the day(s) immediately precede(s) or follow(s) a holiday, recess or vacation period.

_____A. Death or serious illness of a member of the employee's immediate family.
_____B. Accident, involving the employee's person or property, or the person or property of a member of his immediate family.
_____C. Appearance in court as a litigant, or a witness under an official order.
_____D. Professional or personal matters that conform to the definition of Personal Necessity as defined below:

1. An action or activity that is serious and compelling in nature, that cannot be disregarded; that admits no choice of conduct; and requires immediate attention.
2. An action or activity that cannot be accomplished except during working hours.
3. An action or activity characterized by presenting an unavoidable choice as compared with a weighing of advantages which would be characteristic of a personal convenience.
4. May not be taken to extend vacation or holiday periods. A normal two (2) day weekend does not constitute a vacation or holiday.

DATES FOR THE LEAVE:_____

STATEMENT OF REASON, IF ANY:_____

I certify that this Personal Necessity Leave conforms to the information printed above.

_____
Signature

Date:_____Signature of Supervisor:_____

Complies with contract:_____

CERTIFICATED

Sunnyvale School District
Sunnyvale, California

PERSONAL BUSINESS LEAVE FORM

(User Pays Substitute Cost)

[Revised March, 1998]

NAME_____ DATE _____

SCHOOL_____

Directions: Please read the definition below, complete this form and give it to your immediate supervisor for forwarding to the Human Resources Office at least three (3) working days prior to the effective dates of the leave. If the reason for the leave is beyond prediction, it should be reported in the same manner as an illness leave and this form submitted within three (3) days of your return.

DEFINITION: **Personal Business is defined as:**

a. An action or activity that is serious and compelling in nature, that cannot be disregarded; that admits no choice of conduct; and requires immediate attention.
b. An action or activity that cannot be accomplished except during working hours.
c. An action or activity characterized by presenting an unavoidable choice as compared with a weighing of advantages which would be characteristic of a personal convenience.
d. By definition Personal Business may not be taken to extend vacation or holiday periods. A normal two (2) day weekend does not constitute a vacation or holiday.

A statement of reason must be given for Personal Business Leave.

REASON FOR THE LEAVE REQUESTED:_____

_____

DATES FOR THE LEAVE REQUESTED _____

COMMENTS, IF ANY:_____

I certify that this Personal Business Leave conforms to the definition printed above.

_____
Signature

Date:_____Signature of Supervisor:_____

For Human Resources Office Use Only

Approved: _____

Disapproved:_____

SUSPENSION

[Current as of January 1, 2020]

Suspension and Expulsion

EDUCATION CODE SECTION 48900

A pupil shall not be suspended from school or recommended for expulsion, unless the superintendent of the school district or the principal of the school in which the pupil is enrolled determines that the pupil has committed an act as defined pursuant to any of subdivisions (a) to (r), inclusive:

(a) 1. Caused, attempted to cause, or threatened to cause physical injury to another person.

2. Willfully used force or violence upon the person of another, except in self-defense.

(b) Possessed, sold, or otherwise furnished a firearm, knife, explosive, or other dangerous object, unless, in the case of possession of an object of this type, the pupil had obtained written permission to possess the item from a certificated school employee, which is concurred in by the principal or the designee of the principal.

(c) Unlawfully possessed, used, sold, or otherwise furnished, or been under the influence of, a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind.

(d) Unlawfully offered, arranged, or negotiated to sell a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind, and either sold, delivered, or otherwise furnished to a person another liquid, substance, or material and represented the liquid, substance, or material as a controlled substance, alcoholic beverage, or intoxicant.

(e) Committed or attempted to commit robbery or extortion.

(f) Caused or attempted to cause damage to school property or private property.

(g) Stole or attempted to steal school property or private property.

(h) Possessed or used tobacco, or products containing tobacco or nicotine products, including, but not limited to, cigarettes, cigars, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel. However, this section does not prohibit use or possession by a pupil of their own prescription products.

(i) Committed an obscene act or engaged in habitual profanity or vulgarity.

(j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell drug paraphernalia, as defined in Section 11014.5 of the Health and Safety Code.

(k) (1) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, school officials, or other school personnel engaged in the performance of their duties.

(2) Except as provided in Section 48910, a pupil enrolled in kindergarten or any of grades1 to 3, inclusive, shall not be suspended for any of the acts enumerated in paragraph (1), and those acts shall not constitute grounds for a pupil enrolled in kindergarten or any of grades 1 to 12, inclusive, to be recommended for expulsion. This paragraph is inoperative on July 1, 2020.

(3) Except as provided in Section 48910, commencing July 1, 2020, a pupil enrolled in kindergarten or any of grade 1 to 5, inclusive, shall not be suspended for any of the acts specified in paragraph (1), and those acts shall not constitute grounds for a pupil enrolled in kindergarten or any of grades 1 to 12, inclusive, to be recommended for expulsion.

(4) Except as provided in Section 48910, commencing July 1, 2020, a pupil enrolled in any grades 6 to 8, inclusive, shall not be suspended for any of the acts specified in paragraph (1). This paragraph in inoperative on July 1, 2025.

(l) Knowingly received stolen school property or private property.

(m) Possessed an imitation firearm. As used in this section, "imitation firearm" means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.

(n) Committed or attempted to commit a sexual assault as defined in Section 261, 266c, 286 287, 288, or 289 of or former Section 288a of, the Penal Code or committed a sexual battery as defined in Section 243.4 of the Penal Code.

(o) Harassed, threatened, or intimidated a pupil who is a complaining witness or a witness in a school disciplinary proceeding for purposes of either preventing that pupil from being a witness or retaliating against that pupil for being a witness, or both.

(p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.

(q) Engaged in, or attempted to engage in, hazing. For purposes of this subdivision, "hazing" means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, that is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this subdivision, "hazing" does not include athletic events or school-sanctioned events.

(r) Engaged in an act of bullying. For purposes of this subdivision, the following terms have the following meanings:

(1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a pupil or group of pupils as defined in Section 48900.2, 48900.3, or 48900.4, directed toward one or more pupils that has or can be reasonably predicted to have the effect of one or more of the following:

(A) Placing a reasonable pupil or pupils in fear of harm to that pupil's or those pupils' person or property.

(B) Causing a reasonable pupil to experience a substantially detrimental effect on the pupil’s physical or mental health.

(C) Causing a reasonable pupil to experience substantial interference with the pupil’s academic performance.

(D) Causing a reasonable pupil to experience substantial interference with the pupil’s ability to participate in or benefit from the services, activities, or privileges provided by a school.

(2) (A) "Electronic act" means the creation and transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

(i) A message, text, sound, video, or image.

(ii) A post on a social network internet website, including, but not limited to:

(I) Posting to or creating a burn page. "Burn page" means an internet website created for the purpose of having one or more of the effects listed in paragraph (1).

(II) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in paragraph (1). "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.

(III) Creating a false profile for the purpose of having one or more of the effects listed in paragraph (1). "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.

(iii)

(I) An act of cyber sexual bulling.

(II) For purposes of this clause, “cyber sexual bulling” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (A) to (D), inclusive, of paragraph (1). A photograph or other visual recording, as described in this subclause, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph visual recording, or other electronic act.

(III) For purposes of this clause, “cyber sexual bulling” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

(B) Notwithstanding paragraph (1) and subparagraph (A), an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the internet or is currently posted on the internet.

(3) "Reasonable pupil" means a pupil, including, but not limited to, a pupil with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of that age, or for a person of that age with their pupil’s exceptional needs.

(s) A pupil shall not be suspended or expelled for any of the acts enumerated in this section unless the act is related to a school activity or school attendance occurring within a school under the jurisdiction of the superintendent of the school district or principal or occurring within any other school district. A pupil may be suspended or expelled for acts that are enumerated in this section and related to a school activity or school attendance that occur at any time, including, but not limited to, any of the following:

(1) While on school grounds.
(2) While going to or coming from school.
(3) During the lunch period whether on or off the campus.
(4) During, or while going to or coming from, a school-sponsored activity.

(t) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, pursuant to this section, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (a).

(u) As used in this section, "school property" includes, but is not limited to, electronic files and databases.

(v) For a pupil subject to discipline under this section, a superintendent of the school district or principal is encouraged to provide alternatives to suspension or expulsion, using a research-based framework with strategies that improve behavioral and academic outcomes, that are age appropriate and designed to address and correct the pupil's specific misbehavior as specified in Section 48900.5.

(w)

(1) It is the intent of the Legislature that alternatives to suspension or expulsion be imposed against a pupil who is truant, tardy, or otherwise absent from school activities.

(2) It is further the intent of the Legislature that the Multi-Tiered System of Supports, which includes restorative justice practices, trauma-informed practices, social and emotional learning, and schoolwide positive behavior interventions and support to help transform trauma-related responses, understand the impact of their actions, and develop meaningful methods for repairing harm to the school community

Teacher's Right to Suspend Student From Class

EDUCATION CODE SECTION 48910

(a) A teacher may suspend any pupil from class, for any of the acts enumerated in Section 48900, for the day of the suspension and the day following. The teacher shall immediately report the suspension to the principal of the school and send the pupil to the principal or the designee of the principal for appropriate action. If that action requires the continued presence of the pupil at the schoolsite, the pupil shall be under appropriate supervision, as defined in policies and related regulations adopted by the governing board of the school district. As soon as possible, the teacher shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension. If practicable, a school counselor or a school psychologist may attend the conference. A school administrator shall attend the conference if the teacher or the parent or guardian so requests. The pupil shall not be returned to the class from which he or she was suspended, during the period of the suspension, without the concurrence of the teacher of the class and the principal.

(b) A pupil suspended from a class shall not be placed in another regular class during the period of suspension. However, if the pupil is assigned to more than one class per day this subdivision shall apply only to other regular classes scheduled at the same time as the class from which the pupil was suspended.

(c) A teacher may also refer a pupil, for any of the acts enumerated in Section 48900, to the principal or the designee of the principal for consideration of a suspension from the school.

CONTRACT WAIVER FOR RESTRUCTURING

Purpose:

This Agreement is designed to encourage initiative and innovation at the work site through restructuring. It is recognized that proposals for restructuring may contain provisions, which conflict with the Collective Bargaining Agreement (CBA). The following process is intended to provide the necessary flexibility for restructuring and at the same time protect the CBA.

Submission Process:

Since contract violations may not be apparent, originators are strongly advised to submit any restructuring proposal for review by the Sunnyvale School District and the Sunnyvale Education Association. In the event a conflict is identified, a waiver of the applicable section(s) of the CBA is required. Any restructuring proposal/project which violates the CBA may be grieved for failure to submit a waiver application.

Including the following information in the proposal will assist in reviewing the proposal for contract violations and the need for a waiver:

Purpose and description of the restructuring project.

Specific site and/or department(s).

Site support and the method used to demonstrate site support. Either the District or SEA may require additional evidence of site support.

Possible options for showing evidence of site support:

A petition of commitment signed by____percent of affected staff and____of all staff. (Percent should demonstrate credible support.)

Secret ballot of affected staff and/or all staff which ensures anonymity.

Statements of support.

Report of minority opinion.

Other.

Specific timelines for:

Project implementation.

Projection completion.

Evaluation process.

CBA language to be waived, if known.

District/SEA Approval Process

Within fifteen (15) duty days of submission of the proposal to SEA and the District for review, the originators will be notified of the status of their proposal.

In the event that the District and/or SEA identifies the need for a waiver, the two parties will meet to address differences, if any, and to possibly develop waiver language specific to the proposal. Either the District or SEA may request additional information about the proposal.

It is the goal to complete this process within forty-five (45) duty days of submission or as soon thereafter as practicable.

The District and SEA shall give written notice to the originators of a restructuring proposal and the site principal regarding whether a waiver has been approved.

Renewal

A waiver for a restructuring proposal may be renewed for an additional period of time by submitting a petition by the date established in the original waiver.

A petition for renewal must include:

Rationale for continuance of the project.

Specific site and/or department(s).

Results of the project evaluation process.

Site support and method used to demonstrate site support. Either the District or SEA may require additional evidence of site support.

Possible options for showing evidence of site support:

A petition of commitment signed by____percent of affected staff and____of all staff. (Percent should demonstrate credible support.)

Secret ballot of affected staff and/or all staff which ensures anonymity.

Statements of support.

Report of minority opinion.

Other.

Specific timelines for:

Project continuance.

Project completion.

Evaluation process for the project during the extension of the waiver.

CBA language to be waived, if known.

Waiver Termination or Modification

Waiver termination or modification occurs upon any of the following events:

By the terms of the waiver itself.

By any predetermined event or condition to terminate the waiver as set forth in the restructuring proposal or by mutual agreement of SEA and the District.

By mutual determination of the SEA and District upon consideration of a petition by the originators of the proposal and/or any affected member to request a modification or discontinuance of the waiver. The petition shall include rationale and evidence of support.

Grievability

The following shall be grievable under the Collective Bargaining Agreement:

The waiver application process.

A misapplication of waiver provisions of specific CBA language is grievable.

The failure of SEA or the District to identify a restructuring proposal as requiring a waiver shall not preclude the filing of a grievance for an alleged violation of the contract.

Implementation of the restructuring project terms and conditions not within the scope of the contract and which did not require CBA language to be waived shall not be grievable.

Impact on Collective Bargaining Agreement

It is understood that approved waivers are not precedent setting nor do they establish a status quo. The waiver is applicable only to the specific site for which the waiver is granted and only for the specified time, thereby preserving the language for all other sites. Upon expiration of the waiver, the CBA language which was waived once again applies to that site and/or department.

Review

The parties shall review the waiver process annually between March 1 and April 1 by considering whether the waiver process as implemented has satisfactorily met the interests of both parties. If either or both parties believe the process should be modified, the parties will attempt to mutually agree to an amended process. No new waivers shall be granted after April 1 unless and until such time as the parties mutually agree to the amended process.

REQUEST FOR CATASTROPHIC SICK LEAVE DONATIONS
Form A

Date: _____

Name of member: _____

School: _____ School Phone: _____

Home Address: _____

Home Phone: _____

Verification by physician attached: ☐ Yes ☐ No.

Number of sick leave days you have left _____ as of (date) _____

Anticipated length of sick leave needed:

_____ days _____ unable to determine at this point

_____ Check here if you would like your name to be kept confidential

Additional info if desired:

_____

_____

_____

_____

Received by Catastrophic Sick Leave Committee on _____

☐ Approved ☐ Not approved

Signature of Committee Chairperson: _____

Date: _____

White copy for Employee Yellow Copy for SEA

REQUEST FOR CATASTROPHIC SICK LEAVE DONATIONS
Form B

Donor Name: _____

School: _____ Home Phone: _____

Home Address: _____

Number of Sick Leave Days to be Donated (minimum half-day): _____

Employee Designated to Receive Donations: _____

I understand that days are used in the order in which they are received, and that should these days be unused by the end of the current school year, this form will be returned to me. If the day is used, it will be permanently deducted from my accumulated personal sick leave days.

Donor Signature: _____ Date: _____

Date received by Catastrophic Sick Leave Committee: _____

Time received by Catastrophic Sick Leave Committee: _____

White copy for Employee Yellow Copy for SEA

Sunnyvale Elementary School District

Grievance Statement
Level 1

TO:_____ _____
Immediate Supervisor Department/Site/Location

FROM:_____ _____
Employee Classification

DATE:_____ _____
GRIEVANCE #

AGREEMENT PROVISIONS INCLUDED IN GRIEVANCE:

1. Article_____ Section_____ 2. Article_____ Section_____
3. Article_____ Section_____ 4. Article_____ Section_____
5. Article_____ Section_____ 6. Other _____

STATEMENT OF GRIEVANCE:_____

REMEDY OR CORRECTION REQUESTED:_____

Sunnyvale Elementary School District

Grievance Statement
Level 2

TO:_____ _____
Immediate Supervisor Department/Site/Location

FROM:_____ _____
Employee Classification

DATE:_____ _____
GRIEVANCE #

AGREEMENT PROVISIONS INCLUDED IN GRIEVANCE:

1. Article_____ Section_____ 2. Article_____ Section_____
3. Article_____ Section_____ 4. Article_____ Section_____
5. Article_____ Section_____ 6. Other _____

STATEMENT OF GRIEVANCE:_____

REMEDY OR CORRECTION REQUESTED:_____

Guidelines of Best Practices: Meetings

APPENDIX L

	Site Meetings (K-8)	Teacher Learning Day (Day) K-5	Prep Time-- K-8	Other/Committees
Purpose/ Intent	1. All teachers attend. 2. Primary purpose is collaboration focused on improving student learning. Some time for "business."	1. Collaborative, site-based. 2. Intent is for teacher collaboration. 3. Focus on improving student learning. 4. Not for individual planning or staff meetings.	1. Provide individual time to plan and to develop curriculum and materials. 2. Grade level planning (by consensus of the team). 3. Department or subject planning (by consensus of the team).	1. Accomplish tasks including school or district business that cannot be accomplished within time parameters of other meeting categories.
Typical: Number/ Frequency/ Length	1. One meeting per week. 2. Typically 60-75 min/week 3. The length, frequency, and start and end times of meetings are determined collaboratively between the principal and teacher leaders.	1. Eight per year. 2. 90 minutes for TLD.	1. K-3: 90 min./per week on Friday afternoons. 2. 4-5: 2 hours per week throughout the week. 3. 6-8: Average of one period per day.	1. Varies (see adjunct duty schedule). 2. Reasonable notice of meetings is expected. 3. Typically, but not always, outside of the duty day.
Examples	1. Grade Level Meetings (curriculum planning, etc.). 2. Whole Staff Meetings. 3. Department Meetings. 4. Professional Learning Community (PLC)/Data Team, etc.	1. Whole staff is trained on a particular topic, strategy, etc. 2. Grade level PLC. 3. Grade Level curriculum planning. 4. Collaborative scoring of assessments including Standards Based Report Cards (SBRC) rubrics. (Priority for November and March.)	1. Teacher corrects papers, prepares materials, plans lessons, contacts parents, etc. 2. Teachers work together to plan and develop lessons, score assessments, etc. 3. PLC. 4. See attached list of activities in MOU dated April 7, 2011.	1. School based: SSC, PLC Leads, PSIS Leads, SST, Department Chairs, etc. 2. District based: SBRC, Lang. Arts, ELAT, etc. 3.IEPs. 4. Data entry[Negotiated 2025]
Other	A schedule (length, frequency, start and end times) should be established early in the year with reasonable notice of any changes.	A TLD and a staff meeting can occur during the same week. Two whole staff meetings should not occur in the same week.	1. Teams can decide to meet through consensus. 2. Mandatory meetings only in an emergency.	1. Many of these are on the Adjunct Duty Schedule. 2. Participation is voluntary except as required by law.

Revised Spring 2015

Guidelines of Best Practices: Meetings

1. Preparation Time- General
   a. The intent of preparation time (both internal and external to student day) is for teachers to determine andaccomplish professional tasks and responsibilities, which may include such things as:
      i. Planning, preparing and developing lessons and support materials ii. Preparing assessments
      ii. Scoring and grading
      iii. Parent contact
      iv. Classroom preparation for an engaging environment vi. PLC or other collaborative type meetings
      v. Meeting/conferring with grade level colleagues
      vi. Meetings with the Principal on a voluntary basis (teacher and principal will agree on a time)
   b. The parties agree there may be occasional or infrequent times when principals may need to meet with teachers (individually or in grade level groups). Whenever possible, teachers will be allowed to choose when to meet, i.e.,during internal or external preparation time(s) (see section 4 below for definitions).

2. <u>Preparation Times - Definitions</u>
   a. External preparation time: Before and after school
      (8.1.3.1).K-5: 30 minutes before and 25 minutes after school 6: 15 minutes before and 15 minutes after school 7-8: 15 minutes before and 30 minutes after school

   b. Internal preparation time: During the student day
      (8.1.3.2).K-3: 90 minutes per week
      4-5: 2 hours per week
      6-8: average of 1period per day.

For reference, the partied negotiated the following:

ARTICLE 20

PEER ASSISTANCE AND REVIEW (PAR)
[Suspended 2012]

As a result of 2012-2013 negotiations, the District and the Association agreed to suspend this Article indefinitely. The parties also agreed they continue to value the role of peer assistance in improving and enhancing performance. Therefore, the District and the Association will meet to develop guidelines and procedures, etc., to enable teachers and evaluators to seek the assistance of qualified peers to assist teachers.

The suspended PAR language can be found in the 2010-2013 negotiated Agreement.