

2018-2019 TENTATIVE AGREEMENT
between
STOCKTON UNIFIED SCHOOL DISTRICT
and
STOCKTON TEACHERS ASSOCIATION

This agreement concludes 2018-2019 Re-Opener negotiations between Stockton Unified School District and Stockton Teachers Association (STA). The parties hereby agree to the following terms subject to the ratification of STA and the Board of Education for Stockton Unified School District. All remaining provisions in the current collective bargaining agreement shall remain unchanged and said negotiations will be deemed concluded for the 2018-2019 school year.

1. Article 4: Fringe Benefits

- 4.1.1 Effective January 1, 2019, the District shall provide the health benefit contribution of \$1,665 per month (\$19,980 annually). This fully covers the CalPERS Kaiser HMO plan (including medical, dental, vision, and chiropractic) at 2019's rates.

Note: For any months in which the new health benefit contribution are not provided to affected bargaining unit members, the District shall give a \$450 stipend to affected bargaining unit members, this being the difference between the \$1,215 and the \$1,665 (i.e. \$450 per month).

- 4.1.2 Commencing with the 2020 health plan year, the District's health benefit contribution shall be annually adjusted toward the cost of the CalPERS Kaiser HMO plan (including medical, dental, vision, and chiropractic) as a coverage target, whether by increasing or decreasing, by no more than \$100 a month (\$1,200 annually) as compared to the previous year's health benefit contribution amount.

2. Language changes to CBA Articles as agreed (reference attachments).

- Article 4 – Fringe Benefits
- Article 14 – Teacher/Association Rights
- Article 17 – Transfer and Assignment
- Article 18 – Wages

3. Article 18: Wages

- 18.2.11 – The District and the Association agree to form a committee of six individuals, three appointed by each party, to jointly study the revision of all salary schedules and stipends, and make a presentation and recommendation to the bargaining teams regarding the salary schedules. The committee may meet during the workday with District paid release time. This committee shall continue its work into the 2019-2022 successor agreement for its full recommendations.
- 18.2.12 – For the 2018-19 school year, all salary schedules will be increased by two (2%) percent above the current level (above levels of 18.2.10) inclusive of 45-day consultants, the teacher hourly salary schedule, extra pay for department chairpersons, Master's stipend, Ph.D. stipend, preschool teachers, long term substitutes, daily substitutes, the PAR stipend, and those percentage stipends paid off the stipend base salary. Salary increases shall be retroactive effective to July 1, 2018.
- 18.13.1 – Teachers shall be paid monthly in eleven (11) equal portions unless the teacher is a twelve (12) month employee.

4. STA and SUSD Joint Communications:

Prior to next school year, the District and Association shall collaboratively create and distribute joint communications to address several topics (clarifying new transfer processes, union use of District email, liaison practices such as the 5 minutes of meeting time being "teachers only" per past practice, etc.).


This agreement shall be effective upon ratification by the Stockton Teachers Association and Stockton Unified School District Board of Trustees.


Date: December 3, 2018


Date: December 3, 2018


For STA:


For the District:













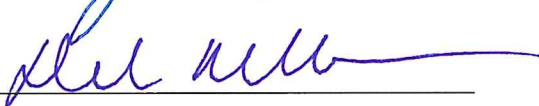





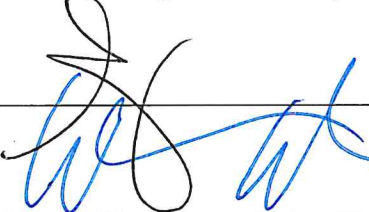


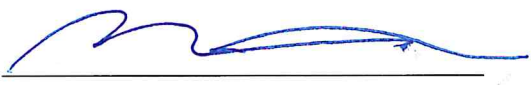












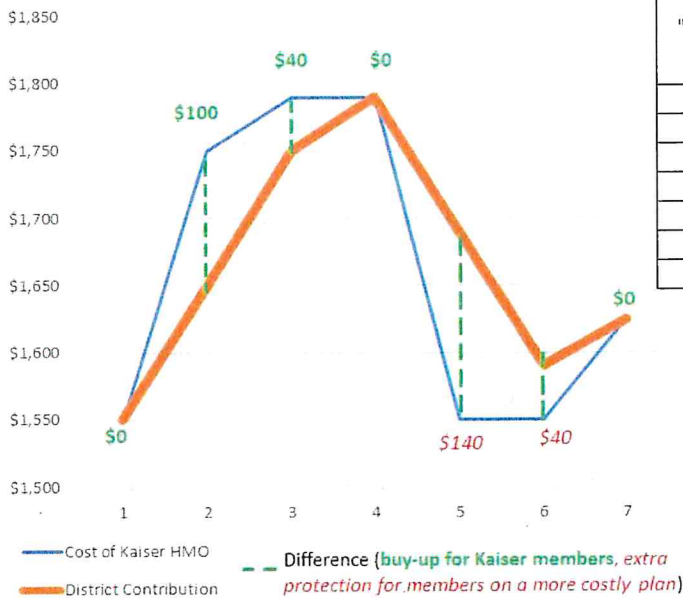
4. FRINGE BENEFITS

4.1 Health Benefit Allowance

4.1.1 Effective January 1, 2019, the District shall provide the health benefit contribution of \$1,665 per month (\$19,980 annually). This fully covers the CalPERS Kaiser HMO plan (including medical, dental, vision, and chiropractic) at 2019's rates.

4.1.2 Commencing with the 2020 health plan year, the District's health benefit contribution shall be annually adjusted toward the cost of the CalPERS Kaiser HMO plan (including medical, dental, vision, and chiropractic) as a coverage target, whether by increasing or decreasing, by no more than \$100 a month (\$1,200 annually) as compared to the previous year's health benefit contribution amount.

Sample Illustration of Health Benefits



"Year"	Hypothetical cost of Kaiser HMO	District Contribution	Out-of-pocket expense to employees on Kaiser (extra protection for employees not on Kaiser)
1	\$1,550	\$1,550	\$0
2	\$1,750	\$1,650	\$100
3	\$1,790	\$1,750	\$40
4	\$1,790	\$1,790	\$0
5	\$1,550	\$1,690	\$0 (\$140)
6	\$1,550	\$1,590	\$0 (\$40)
7	\$1,625	\$1,625	\$0

Note: This graphic uses hypothetical costs to show what benefits coverage could look like in response to changes in costs, under the new coverage design. The numbers are arbitrary. The purpose of this illustration is only to provide context to article 4, section 4.1. This illustration (and its contents) are therefore not grievable.

4.1.3 Any difference between an employee's plan cost and the District's health benefit contribution shall be deducted by payroll. Each eligible teacher who selects the more costly HMO or PPO medical plan shall be required to complete a payroll deduction authorization form so that the differential amount for the more expensive plan may be deducted. Failure to execute a payroll deduction form will result in cancellation of insurance for the spouse and/or the employee (as applicable) for non-payment of premiums.

~~4.1.1 Effective July 1, 2015, the District agrees to provide the health benefit contribution (medical, dental, and vision) of \$1,310.66 per month (\$15,727.92 annually). For 2015-16 and future years, until further negotiated, this amount will be adjusted to accommodate the lowest cost health plan offered by CalPERS.~~

4.2 Health Insurance

4.2.1 Unless otherwise agreed, the District will offer each eligible teacher HMO and PPO plans throughout the term of the Agreement as offered through CalPERS.

4.2.2 Teachers who are absent on account of illness and who have exhausted their accumulated paid leaves have the option to purchase full insurance coverage for that period of illness not to exceed thirty-six (36) months following exhaustion of said leave.

4.2.3 Teachers on District-approved unpaid leaves of absence shall have the option to purchase health insurance coverage for the period of the leaves, not to exceed thirty-six (36) months.

- 4.2.4 The District shall provide retiring teachers the option to purchase health insurance coverage if retiring after reaching the fifty-fifth (55th) birthday, provided said teacher has served ten (10) years in the District prior to retirement. For Early Retiree Fringe Benefits, see Article 10.5.
- 4.2.5 For bargaining unit members hired before July 1, 2015, the District shall provide a medical rebate of (50%) of the lowest medical plan rate for eligible, current employees.

For bargaining unit members hired on or after July 1, 2015, the District shall provide a medical rebate of \$283 per month for eligible employees.

4.3 Dental Insurance

The District will offer each eligible teacher a dental plan substantially equivalent with no reductions to current dental plan, with orthodontic. The plan will be subject to the health benefit allowance. Each covered individual will receive coverage up to \$1 ,500.00.

4.34 Mental Health/Chemical Dependency Program

The District will offer each eligible teacher a managed mental health/chemical dependency program as a part of the current health care plans provided. The plan will be subject to the health benefit allowance.

4.45 Vision Care

The District will offer each eligible member a vision plan. The plan will be subject to the health benefit allowance.

4.56 Plan Contracts

The Association shall be provided with a copy of the master contract for each insurance plan above if requested.

4.67 Tax Sheltered Annuities

District-approved tax sheltered annuities in which employees participate shall be eligible for payroll deductions. Effective immediately, only those tax sheltered annuities with twenty (20) or more unit member participants shall be eligible for payroll deduction. The TSA's currently in effect will not be subject to this provision.

4.78 Temporary Teachers

The fringe benefits for teachers with non-tenured/non-probationary contracts shall be provided in the same manner as fringe benefits for tenured/probationary unit members.

4.89 Bereavement Period

The District shall provide a ninety (90)-day bereavement period to allow the spouse and/or dependent(s) of a deceased teacher to be covered by the District-paid fringe benefits.

4.910 Medicare

Beginning December 1, 1993, Medicare shall become an option for teachers who meet the statutory qualifications.

4.1011 Internal Revenue Code Section 125 Plan

The District agrees to implement an IRC Section 125 Plan effective no later than January 1, 2001, for each employee who, in writing, enrolls in the Section 125 Plan.



14. TEACHER/ASSOCIATION RIGHTS

14.1 Facilities

The Association and its members shall have the right to make use of District facilities at reasonable hours.

14.2 Bulletin Boards Member Communications

14.2.1 Bulletin Boards

The Association shall have the right to post notices meeting professional standards of activities and matters of Association concern on Association bulletin boards set aside for the exclusive use of the Association, at least one of which shall be provided by the District in each school building in areas frequented by teachers.

14.2.2 District Mail

The Association may use the District mail service and teacher mailboxes for communications to teachers.

14.2.3 Association Use of District Email

The Association and its members may utilize District email to communicate during non-work time. The email communications must comport with the District's acceptable use policy.

14.3 Association Business

Authorized representatives of the Association shall be permitted to transact official Association business on District sites at reasonable times.

14.4 Information Rights

14.4.1 The District shall provide the Association with contact information on the Association unit members, which shall include new hires and temporary teachers. The information shall be provided to the Association President in digital or electronic format once a month. The contact information shall include the following items (if provided by the employee and is readily available).

- i. Name
- ii. Home Address
- iii. Phone Numbers – work, home and cellular
- iv. Personal (non-District) Email Addresses
- v. School Site
- vi. Assignment (Primary, Intermediate, Coaching, VAPA, etc.)
- vii. Hire Date
- viii. Seniority Date
- ix. Full Time Equivalent (FTE) status
- x. Employment Status (i.e., Probationary, Permanent, temporary, substitutes, etc.)
- xi. Type of Credential (i.e., Clear, Preliminary, Short-Term Staff Permit, Provisional Internship Permit "PIP" or College Internship, etc.)
- xii. An indication of whether the District is deducting dues for membership
- xiii. District email address

14.4.2 The District shall furnish the Association upon written request the placement of teachers on the salary schedule

14.4.3 The names and assignment of unit members on leave of absence shall be provided to the Association as the leaves are approved.

14.4.4 The District shall provide the Association with two (2) copies of the Board's agenda and two (2) copies of the backup materials for each meeting. The materials shall be provided at no cost to the Association and shall be made

available to the Association when the materials are delivered to the Board members.

14.4.5 Each teacher shall be notified annually of how to directly access their sick leave balance.

14.4.6 New Teacher Orientation

The District shall provide the Association access to the New Teacher orientations with no less than ten (10) days' notice in advance of orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that were not reasonably foreseeable.

14.4.6.1 Annual Orientation.

Once each year prior to the start of the school year, an annual orientation shall be held for new teachers.

The Association shall be invited and permitted to send Association representatives (including CTA representation) to this new employee orientation.

The Association's new member access time shall include the 30 minutes of orientation immediately prior to lunch.

14.4.6.2 Mid-Year Orientations

For teachers hired after the annual orientation, mid-year orientations shall be held periodically. Unless the Association president mutually agrees with the District to postpone such mid-year orientations, these orientations shall be held no less often than twice per school year. The Association shall be invited and permitted to send Association representatives (including CTA representation) to any mid-year new Employee orientation.

If orientation attendance occurs during contracted work hours, two (2) Association chosen representatives shall be released from assigned duty to present during any mid year orientation .

If orientation attendance occurs outside contracted work hours, the new teachers shall be paid at the per diem-rate.

14.4.97 Contract Benefits

This Agreement shall be printed by the District at its expense, and shall be distributed ~~by the Association~~ to each teacher upon request. The District will give newly hired teachers a copy of the Agreement at the new teacher orientation or at time of hire. The distribution and printing schedule will be determined by the Parties at the time of complete tentative agreement. Additionally, this Agreement shall be posted on the District website.

14.5 Adverse Action

The District shall not inquire into, nor predicate any adverse action upon a teacher's personal, political and organizational activities or preferences, except as provided by law.

14.6 Non-Discrimination

In the administration of this Agreement, the District shall not discriminate against any teacher on the basis of race, color, religion, creed, age, sex, national origin, political affiliation, domicile, marital status, sexual orientation, handicap, membership in an employee organization or participation in lawful activities of employee organizations.

14.7 Constitutional Rights

No teacher shall be deprived, either directly or indirectly, of the enjoyment of any rights conferred by law or by the Constitution of the State of California or the Constitution of the United States.

14.8 Personnel Files of Teachers

Personnel files will be located in the Human Resources Office. Upon request, the teacher may review the file, except for materials that were obtained prior to the employment of the teacher involved, were prepared by identifiable examination committee members, or were obtained in connection with a promotional examination. Upon request of the teacher, the teacher may be accompanied by an Association representative. Inspection of personnel files must be made at times when the employee is not required to render service to the District. An appointment to inspect a personnel file must be made at least 24 hours in advance.

Derogatory materials shall not be placed in the teacher's personnel file until the teacher is given notice and opportunity to review and comment thereon. The teacher's comments, if any, will be attached to the derogatory material. A teacher may review the derogatory material during the teacher's work day without deduction of pay, provided that the review shall occur at times when the teacher is not scheduled to provide services to pupils.

14.9 Complaints Regarding Teachers

Any charge from a parent, student or member of the public which could become documented in a personnel file, shall be promptly disclosed to the teacher(s) concerned by the principal or assistant superintendent. Such documented charges may be challenged as to their validity and accuracy through the grievance procedure in this Agreement.

14.10 Individual Contracts

An individual contract between the District and an individual teacher shall be subject to and consistent with the terms and conditions of this Agreement except as required by specific State and Federal guidelines. The Association shall be notified of any such contract.

14.11 Instructional Materials and Technologies

The District will provide each classroom teacher with instructional materials and technologies required by the District for pupils and each teacher to meet the District's and State Content Performance Standards.

14.12 Access to Duplicating Facilities

The teachers will be provided with access at reasonable times to existing copying, duplicating and typing facilities at each site for reproduction of instructional materials.

14.13 Committees and Task Forces

The Association shall recommend teachers to serve on committees or task forces to assist in planning curriculum and programs. The Association shall be informed of and have an opportunity for input into release time for such committees.

14.14 Bilingual Education

If there are any changes in the State law that would affect bilingual education, the Parties agree to meet as soon as practicable to discuss the change(s).

14.15 Third Party Requests for Member Information

The District shall make every effort to notify STA prior to responding to any Public Records Act requests for STA unit member information. This provision shall not interfere with or impede the District's timely compliance in responding to the California Public Records Act requests.

17. TRANSFER AND ASSIGNMENT

17.1 General

All transfers of teachers shall be made in accordance with the provisions of this Article through the coordination of the Human Resources Office after consultation with the principals of the schools and the administrators responsible for the programs.

17.1.2 The District and the Association agree to form a committee of six (6) individuals, three (3) appointed by each party, to jointly study the language and process of Article 17, and make a presentation and recommendation to the bargaining teams regarding Article 17 as part of ~~the 2018-2019 reopener~~ any negotiations in which Article 17 is reopened. ~~The District reserves the right to reopen Article 17 during the 2018-2019 reopener negotiations as one of its two (2) reopeners.~~ The committee may meet during the work day with District paid release time.

17.2 Definitions

17.2.1 A transfer is the movement of a teacher from one school to another.

17.2.2 A voluntary transfer is teacher-initiated.

17.2.3 An involuntary transfer is District-initiated.

17.2.4 An assignment is the movement of a teacher within the school.

17.2.5 A life level is one of the following:

- a. Preschool;
- b. Transitional Kindergarten;
- a. c. Traditional Kindergarten;
- b. d. Primary (grades 1-3);
- e. e. Intermediate (grades 4-8 non-departmentalized settings);
- d. f. Secondary within the same department (departmentalized settings).

17.2.6 A special position means a position required for the staffing of particular programs or projects. “Life level” / “departmental” teaching positions, as those listed in 17.2.5, shall not qualify as special positions. Only the following shall be considered special positions (unless otherwise agreed as specified below):

- promotional positions (such as instructional coaches and program specialists)
- teachers on special assignment
- intervention positions when so indicated in the position's original posting

Positions may be additionally included in the above list as “special positions” by mutual agreement of the Association and the Assistant Superintendent of Human Resources (or designee).

17.2.67 A temporary teacher is a teacher hired and designated by the District as "temporary" pursuant to the Education Code. The District shall follow California Education Code as it pertains to temporary teachers.

17.3 Transfer Criteria For Pass-Over Process

An administrator has the discretion to apply ~~one of~~ the following criteria, as defined below, to pass over a teacher and instead designate the next teacher for transfer:

a. ~~Special programs~~17.3.1 Special Programs

Any person who, by reason of particular credential or special training, and whose transfer would impair, disrupt or minimize the effectiveness of the special program, shall not be subject to transfer. Special program assignments shall be determined and submitted in writing to the ~~Associate Assistant Superintendent of Human Resources~~ and the Association by the site administrator when such designations are necessary. Approval in writing by the ~~Associate Assistant Superintendent of Human Resources~~ shall be evidence of special program assignments referred to herein and shall be on file with the Association.

17.4 Voluntary Transfers17.4.1 Eligible Teachers

Probationary and permanent teachers may apply for a voluntary transfer using the procedures in this article.

17.4.2 Ineligible Teachers

Any teacher receiving one (1) final unsatisfactory performance evaluation shall be denied the voluntary transfer provision as outlined in this Agreement absent special circumstances as determined by the Assistant Superintendent of Human Resources after consultation with STA and teacher in the subsequent year. Temporary and substitute teachers are not eligible to participate in the voluntary transfer provision as outlined in this Agreement.

Once a teacher secures a position through any form of voluntary transfer, that teacher shall be ineligible to apply for any other positions until the subsequent school year has begun.

17.4.3 Notices

Notices of all vacancies shall be ~~published and distributed initially posted twice each school year in January, beginning within two (2) weeks following the conclusion of winter break.~~ A request for transfer does not require the endorsement of the principal with whom the teacher is working. If a teacher is not selected for a vacancy, (s)he shall, upon written request, ~~may~~ receive a written explanation.

Notices of vacancies shall be posted on the District website, EdJoin, or both (with posting practices applied consistently across all posted vacancies for the year) bulletin board(s) in each building in areas frequented by teachers, for the required posting period. After the initial January posting, ~~Such~~ notices shall be posted as soon as the District determines that a vacancy exists ~~and shall include the position description and location, grade level or subject matter assignment and credential requirement.~~

Vacancies for voluntary transfer and for out-of-District applicants shall be advertised concurrently. To apply for any posted position, eligible teachers must email the posting's designee. Internal candidates who email the

posting's designee within the first two (2) business days after the posting and interview at a site-offered time shall be decided upon before out-of-District applicants are interviewed. For interviews occurring during the applicant's work day, the District shall provide the teacher with release time to attend the interview. However, for the initial January posting, the above period shall be five (5) business days, rather than two (2).

~~Copies of all certificated notices of vacancies shall be mailed to the at the time they are posted.~~

17.4.4 First Notice

~~The first notice is restricted to eligible in-District bargaining unit members only. All positions included in the first notice will be filled by the interview and select process as described in Paragraph 17.4.7. A teacher applying shall complete a District transfer request form (prescribed by the District). The first notice will provide a teacher ten (10) working days to respond. Vacancies posted in the first notice may be of a general nature, not specifying particular grade level (beyond primary/intermediate) at the elementary level, or a particular class schedule at the secondary level.~~

17.4.5 Second Notice

~~Any teacher receiving a position from the first notice is barred from applying for a position in the second notice.~~

~~All positions included in the second notice will be filled based on seniority, as modified, as described in paragraph 17.4.8.~~

~~The second notice shall include vacancies created as a result of the first notice and any position(s) that become known between the first notice and the second notice. The second notice will provide a teacher ten (10) working days to respond. A teacher wishing to apply for positions included in the second notice shall complete the District required form.~~

17.4.6 Selection

Voluntary transfer requests that aid in a reduction/rebalancing situation shall be given priority consideration.

17.4.7 Selection During First Notice

~~Selection during first notice f~~ For each interview and select position, each vacancy shall be filled from among the four (4) most senior qualified applicants, and any current incumbent if (s)he applies. S selection shall be made by a site committee consisting of two (2) teachers, two (2) parents, and the site administrator. One (1) teacher shall be selected by the site bargaining unit members ~~of the teacher's bargaining unit~~. The other teacher shall be selected by the site administrator.

The committee has the right to reject all applicants. A written justification shall be provided to the Human Resources Office if any applicant is rejected. In the event that the site committee does not select a voluntary transfer, the position shall remain posted until filled.

Participation in an interview and select process shall constitute acceptance of the position, if offered. ~~Refusal to participate in any interview and select process will be considered as a withdrawal from all interview and select positions. If an applicant declines to interview for a position, the applicant shall forfeit the right to interview for that position (at that site) for the remainder of the school year.~~

17.4.8 Selection During Second Notice

~~Positions included in the second notice, shall be filled by the qualified teacher with the highest seniority, except as modified by the voluntary pass-over provision described in Paragraph 17.3. If the candidate with the highest seniority is eliminated by application of the voluntary pass-over provision based on transfer criteria (see Paragraph 17.3), the teacher with the next highest seniority is selected.~~

17.4.9 Voluntary Transfer Pass-Over Provision

~~The site administrator may pass over the most senior teacher based on the transfer criteria in Paragraph 17.3. The second most senior teacher is then selected. This option may be exercised by the administrator for good and sufficient reason.~~

~~The Association shall be informed of any teacher passed over by the exercise of this option. The teacher so passed over when this option is exercised may inquire as to the reason (s) for use of this option, which shall be promptly provided in writing.~~

17.4.5 The teacher may challenge the showing of good and sufficient reasons by recourse to the grievance procedure in this Agreement.

17.4.6 Voluntary Seniority Transfer

17.4.6.1 Timing and Notifications

During the week before the first contracted teacher work day of each school year, there shall be a voluntary seniority transfer event. The week of this event shall not be altered except to comply with law, or by mutual consent of the District and the Association.

No later than fourteen (14) calendar days before the last contracted teacher work day of that school year, the intended time(s) and location of this event shall be distributed to the Association and all unit members along with how and when to register for the event.

As soon as mutually practicable each school year (and also upon ratification of this Agreement), the seniority transfer event of the next upcoming summer shall be explained in a joint Association-District communique sent through District email to all bargaining unit members.

17.4.6.2 Eligibility and Selection

The seniority transfer event shall only be open to teachers who were eligible for voluntary transfer during the current year but did not transfer.

Each teacher attending shall have the right to choose from the current list of vacancies for which the teacher is qualified. The order of teachers making selections shall be:

- District seniority (highest first)
- Ties (above) shall be resolved by years of acknowledged teaching experience as per placement on the salary schedule (highest first)
- Remaining ties resolved by the drawing of lots.

All bargaining unit vacancies shall be incorporated into the seniority transfer except for the following:

- special positions (per 17.2.6)

- dependent charter school positions involving special hiring protocols (in accordance with past practice)
- positions (mutually pre-identified by the District and Association) that include special programmatic expectations

During the event, vacancies created through teacher selection (excluding the exceptions listed above) may be added to the list of vacancies from which subsequent teachers can select. Such additions shall be at District discretion.

Any teacher attending this event shall only be allowed to make one transfer selection during the event, and any such selection is irrevocable. Registered teachers who decline selection or attendance shall retain their current position.

17.5 Involuntary Transfers (~~Excessing~~) (Rebalancing)

A teacher may be involuntarily transferred for good and sufficient reason. The District ~~will~~ shall request a volunteer prior to imposing an involuntary transfer. The teacher of the lowest District seniority within the same life level shall be designated for the involuntary transfer, unless the least senior teacher is protected by application of the transfer criteria by the site administrator (see Section 17.3). In such case, the next least senior teacher shall be designated. When the transferred teacher is placed at another site, the pass-over criteria in Section 17.3 shall not be applied to the teacher at that new site.

17.5.1 Teachers being involuntarily transferred for the subsequent school year shall be notified by the end of the current school year, or as soon thereafter as possible. Involuntary transfer shall take place only after a meeting between the teacher and the principal, if such meeting is requested by the teacher. The teacher shall have the right to representation at the meeting and be notified of the reason for the transfer.

17.5.2 The teacher being transferred shall have the right to choose from the current list of known vacancies for which the teacher is qualified. Teachers transferred after the beginning of the school year shall be given ten (10) working days notice before the actual transfer occurs to the extent feasible. Transfers should be scheduled to minimize the disruption of the educational process. A teacher transferred after the school year begins shall be granted two (2) day's-release time to make the transfer, if the transfer occurs when school is in session.

17.5.3 Order of Selection

The order of teachers making selections shall be:

- District seniority (highest first)
- Ties (above) shall be resolved by years of acknowledged teaching experience as per placement on the salary schedule (highest first)
- Remaining ties resolved by the drawing of lots.

17.5.~~3~~4 Any teacher involuntarily transferred shall not be involuntarily transferred again in the subsequent twenty-four (24) month period.

17.5.~~4~~5 If a transfer of a teacher in a department or location is required and there are no qualified volunteers, the responsible administrator shall determine which department/teacher shall be reduced/transferred based on the transfer criteria in Section 17.3.

17.5.~~4~~5.1 Membership in a secondary department shall be determined by the majority of assignments within the past two (2) years and/or if this is not conclusive, within the past three (3) years.

District seniority among those teachers in the department at the location being reduced shall prevail unless the school department conditions listed in Section 17.3 are adversely affected by such transfer.

17.5.4.5.2 Reassignment to vacancies within the school for which the teacher is qualified by credentialing and/or major or minor shall be considered before the teacher is transferred.

17.5.4.5.3 If the teacher to be transferred has taught in two (2) departments, that teacher's District seniority in the minority department should be considered for the purpose of reassignment to a vacancy in his/her major/minor area at the school site before the transfer is made.

17.5.5.6 Involuntary Transfer Pass-Over Provision

The site administrator may pass over the least senior teacher based on the transfer criteria in Section 17.3. The second least senior teacher then is selected for involuntary transfer. This option may be exercised by the administrator for good and sufficient reason. When this option is exercised, the least senior teacher may inquire as to the reasons for the use of the option, which shall be provided in writing. The teacher may challenge the showing of good and sufficient reasons by recourse of the grievance process.

17.5.6.7 Exclusions

Any teacher who is involuntarily transferred shall have a priority right to return to the former work site and position, if it becomes available, for a period of twelve (12) months from the date of involuntary transfer.

17.6 Special Positions (Historically Specially Funded Positions)

~~Specialty funded~~ positions are positions required for the staffing of particular programs or projects, ~~(see 17.2.6)~~ and ~~are not~~ which, during periods of categorical funding, were not typically funded from the general fund. ~~Specialty funded~~ positions terminate upon the expiration of the funding and/or the program/ or project. Any teacher may volunteer to serve in a ~~specialty funded~~ program or project for which the teacher is qualified. Selection of a teacher for a ~~specialty funded~~ position is at the sole discretion of the District. Placement in such position shall be assigned on a year-to-year basis, or as determined by the District, with such time basis included in the position's posting.

17.6.1 A teacher who accepts an assignment in a special ~~specialty funded~~ position will be replaced in his/her general fund allocation vacancy by a temporary contract teacher for the remainder of the school year.

17.6.2 A teacher accepting assignment in a specially funded position ~~will~~ shall, after the end of the first school year of the assignment and upon termination of the specially funded assignment, be considered for return to his/her former work placement location unless:

- a. No vacancy exists at the location and/or no temporary contract teachers are employed at that location.
- b. The teacher requests and is qualified to accept another assignment. A reasonable effort shall be made to place the teacher in an assignment for which he/she is qualified by training and experience and which is similar to the former assignment.

17.7 Assignments

- 17.7.1 Each teacher shall receive his/her assignment in writing from the site administrator no later than the last teacher contracted work day. ~~school day of each year~~. A change in assignment after the last school day shall only be made for good and sufficient reason. The teacher shall have the right to request and shall receive written reasons when a change of assignment is made.
- 17.7.2 In the event a change in assignment is contemplated after the last ~~school~~ teacher contracted work day of the school year, the teacher shall be notified and a meeting with the Assistant Superintendent of Human Resources or designee held, if requested by the teacher, before the change in assignment becomes final. The District is required to make a good-faith effort to find other solutions if the teacher objects to the contemplated change.
- 17.7.3 The assignment for each secondary teacher should consist of no more than three (3) different subjects. Each secondary teacher should be required to make no more than three (3) room changes per day.

~~17.8 — Vacancies Occurring During the Summer or School Year~~

~~Any teaching vacancy which occurs during the summer or school year as the result of a termination, promotion, or reassignment will be filled on a temporary basis until the end of the school year. Such position is considered an unadvertised vacancy, but shall be posted and filled for the following year utilizing the various provisions of 17.4, including 17.4.5 if still unfilled.~~

17.9 Temporary Teachers/New Teachers

- 17.9.1 Temporary teachers will be given re-employment rights in accordance with the Education Code.
- 17.9.2 The number of temporary teachers shall not exceed the number of unit members on leave of absence, except as permitted by the Education Code. The District shall identify and provide the Association with the rationale for hiring and designating a teacher as "temporary" for more than one (1) year in succession.
- 17.9.3 Each newly hired elementary teacher shall be assigned to the same site at the same grade level for the first three (3) years of employment with Stockton Unified School District, absent special circumstances as determined by the Assistant Superintendent of Human Resources after consultation with Stockton Teachers Association and the teacher.

Article 17.9.3 (newly hired teachers) does not supersede contract provisions concerning ~~excessing~~ rebalancing and/or Involuntary Transfer/Reduction in Force (see Article 17.5).

17.10 New Schools

- 17.10.1 All teaching positions at a new school site ~~will~~ shall be filled initially by utilizing the interview and select procedures of the voluntary transfer process in ~~Paragraph 17.4~~. with the modification that the two teachers shall be selected by the Association and be from surrounding schools of the same grade levels as the new school. For new high schools, the District has the option to also add a student representative.

~~17.10.2 — Applicants shall be screened by the Assistant Superintendent of Human Resources and the respective Director from Educational Services. Interviews shall be conducted by a committee consisting of three (3) teachers, three (3) parents, and three (3) administrators. The teachers must be selected from surrounding schools at the same grade level as the new school. Two (2) teachers shall be selected by STA. The other teacher and parents will be selected by the site administrator. For new high schools,~~

~~the District has the discretion to include student representatives.~~

17.11 Movement Between Adult, [Preschool](#), and [TK-12](#) Programs

17.11.1 A full-time or half-time adult education teacher (i.e., one working 20 or more hours per five-day week) may move to the regular program if a vacancy exists and if the teacher is credentialed in the subject area of the vacancy. A [TK-12](#) teacher may move to the adult education program if a vacancy exists and if the teacher is credentialed in the subject area of the vacancy. The above shall likewise be practice for teachers moving from preschool to (or from) adult education or [TK-12](#).

17.11.2 A teacher moving between programs under paragraph 17.11.1 shall be credited with experience gained in either the [TK-12](#), [preschool](#), or the adult education program in making the appropriate placement on the salary schedule of the program to which he/she is moving.

17.11.3 The date of first paid service for teachers moving between [TK-12](#), [preschool](#), and Adult Education Program shall be defined as provided by Education Code ~~Section 44890~~.

17.12 Transfer Request for Probationary Teacher

A first-year probationary teacher may request a transfer during the school year for the remainder of that school year. The Assistant Superintendent of Human Resources, or designee, a representative of the Association, and the teacher ~~will~~ shall meet to consider whether a transfer may be appropriate. A transfer for this purpose ~~will~~ shall only be by mutual agreement of the District and the Association. In addition, the Association and the District must make a determination that an acceptable position is available and that the transfer ~~will~~ shall not adversely affect the pupils at either site. If retained, the teacher may remain in that position for the subsequent school year if the position is available. This is a voluntary procedure and is not a condition to any subsequent personnel action.

17.13 Mutual Agreement Transfer

17.13.1 Defined

A "Mutual Agreement Transfer" is defined as a transfer authorized simultaneously by a teacher, Human Resources, and the Association.

17.13.2 Process

Any of the three parties above may email the other two parties to consider meeting to consult about using this provision. Human Resources shall present vacancy options (whether one or more) for the teacher to select from.

This form of transfer may move the teacher at either of two times:

- A. Effective immediately or at any time before the end of the school year. Between assignments, the teacher shall have two (2) school days released from assigned duty by the District.
- B. Effective as of the next school year. If this option is chosen, the release days described in (A) shall not apply.

Such transfer shall be finalized only if all three parties have agreed, in writing, upon both the teacher's new position and upon timing options (A) or (B).

If transferred using this section's provision, a teacher shall be ineligible, for the remainder of the

school year of teaching in their new position, for any form of transfer. The teacher also shall not be permitted any form of transfer back to their initial site for at least two (2) school years unless the Association and Human Resources agree that the circumstances necessitating the original use of this provision have ceased or become irrelevant.

17.14 Exchange Transfers

17.14.1 Defined

An exchange transfer is defined as two or more unit members and their respective supervisors agreeing, in writing, to an exchange of the unit members' respective positions. Arrangements may be undertaken at any time, but shall not take effect until the start of the next school year.

17.14.2 Timelines and Authorization

Unit members may approach one another directly to explore potential exchange transfers. When unit members discover a potential exchange match, they shall each contact each of the immediate supervisors to indicate their intentions.

The exchange's positions shall be agreed to in advance, in writing, by all unit members involved and their current supervisors. Any subsequent impact to either position shall occur as though each unit member already fully occupies the new position.

Once mutually agreed in writing, an Exchange Transfer Agreement may only be nullified by mutual agreement among all participating teachers and supervisors.



18. WAGES

18.1 Salary Schedules

- 18.1.1 Teachers shall be paid on the salary schedules set forth as reflected in the appendices.
- 18.1.2 Addition of longevity increase for 27 years, column E and F effective July 1, 2000. This longevity increase will apply to Adult Education and Vocational Education Teachers.
- 18.1.3 Class 1A is for teachers with emergency credentials, waivers only, or intern credential. This column does not apply to teachers with Vocational Education credentials (please refer to side letter dated 12/11/00).
- 18.1.4 Effective July 1, 2003, newly hired teachers who participate in the new teacher in-service shall be paid the daily substitute rate for up to five (5) additional orientation days at the beginning of the year (refer to section 6.18.3).

18.2 Salary Increases

- 18.2.1 The parties are committed to the concept of “total compensation” and recognize that an employee’s compensation increase is the total of the salary and any funded increase in benefits.
- 18.2.2 Effective July 1, 2013, District salary schedules were increased by one percent (1%). The schedules shall be adjusted as set forth in section 18.14. There shall be no increase to the Master’s stipend and Ed.D. and Ph.D. stipend. Salary increase was effective July 1, 2013.
- 18.2.3 Effective July 1, 2013, District salary schedules shall be increased by three (3%) percent above the current level (above levels of 18.2.2) to include 45–day consultants, the teacher hourly salary schedule; extra pay for department chairperson, Master’s stipend, Ph.D. stipend, preschool teachers, long term substitutes, daily substitutes, and those percentage stipends paid off the stipend base salary. Salary increases shall be retroactive effective to July 1, 2013.
- 18.2.4 Effective July 1, 2014, District salary schedules shall be increased by three (3%) percent above the current level (above levels of 18.2.3) to include 45–day consultants, the teacher hourly salary schedule; extra pay for department chairpersons, Master’s stipend, Ph.D. stipend, preschool teachers, long term substitutes, daily substitutes, and those percentage stipends paid off the stipend base salary. Salary increases shall be retroactive effective to July 1, 2014.
- 18.2.5 Effective June 30, 2015, after the close of the business day, the salary schedule shall reflect a 5.5% salary increase (above levels of 18.2.4) for additional services for students as reflected in Article 6 – Teaching Hours, for teacher collaboration (6.5.1); professional development (6.18.1) and parent engagement (6.20.1).
- 18.2.6 Upon ratification, a one percent (1%), off-schedule payment, shall be paid to bargaining unit members based upon the 2013-2014 salary schedule. Section 18.2.3 shall be applied prior to the implementation of this off-schedule payment.
- 18.2.7 The District and the Association agree that effective upon ratification by both Parties, all salary schedules shall be increased by four (4%) percent above levels of 18.2.6) for the 2015-2016 school year retroactive to July 1, 2016.



- 18.2.8 The District will pay a one-time payment of \$1,500 for all unit members employed during 2016-2017 and all unit members who retired in 2015-2016.
- 18.2.9 The District and the Association agree that effective upon ratification by both parties, all STA salary schedules shall be increased by three (3%) percent (above levels of 18.2.7) for 2016-2017 school year effective July 1, 2016.
- 18.2.10 The District and the Association agree that effective upon ratification by both parties, all salary schedules shall be increased by two and a half (2.5%) percent (above levels of 18.2.9) for 2017-2018 school year effective July 1, 2017. The three (3) additional work days (Article 6.18.1) will be included on the salary schedule at the per diem rate.
- 18.2.11 The District and the Association agree to form a committee of six individuals, three appointed by each party, to jointly study the revision of all salary schedules and stipends, and make a presentation and recommendation to the bargaining teams regarding the salary schedules. The committee may meet during the workday with District paid release time. This committee shall continue its work into the 2019-2022 successor agreement for its full recommendations.

18.2.12 For the 2018-19 school year, all salary schedules will be increased by two (2%) percent above the current level (above levels of 18.2.10) inclusive of 45-day consultants, the teacher hourly salary schedule, extra pay for department chairpersons, Master's stipend, Ph.D. stipend, preschool teachers, long term substitutes, daily substitutes, the PAR stipend, and those percentage stipends paid off the stipend base salary. Salary increases shall be retroactive effective to July 1, 2018.

18.3 Extra Days Worked

Teachers who work more than their normally scheduled number of days shall be paid at a daily rate to be computed by dividing the annual salary (which includes the base salary and the Master's and Ph.D. stipend) effective July 1, 2002 by the number of working days.

18.4 Original Placement on Schedule

- 18.4.1 Placement in the appropriate class shall be determined by the number of units earned beyond the bachelor's degree.
- 18.4.2 All degrees and units, including those earned in the armed forces, shall be issued by an accredited institution, as recognized by the U.S. Department of Education.
- 18.4.3 Foreign transcripts shall be evaluated by a recognized transcript evaluation service.
- 18.4.4 Degrees shall be acceptable if they are issued by an accredited institution, as recognized by the U.S. Department of Education.
- 18.4.5 Effective January 1, 2001 teachers employed with outside experience shall be given year for year credit up to sixteen (16) years.
- 18.4.6 A maximum of four (4) year's salary experience credit shall be granted for full-time teaching in the military service, service with the Peace Corps or VISTA.
- 18.4.7 Experience for salary placement purposes shall include all experience in positions which meet



California certification requirements.

18.5 Step Requirements-Salary Schedule Advancement

The advancement on the salary schedule shall be at the beginning of the school year. It shall be at the rate of one (1) step for each year of teaching experience. If a teacher is employed for seventy percent (75%) of the school year, credit shall be given for that year's experience.

All course work for salary schedule advancement must be completed prior to the first day of the employee's work year, in order to move over on the salary schedule for the current school year.

18.6 Upper division and graduate courses may be taken for salary advancement without prior approval. A teacher may receive credit for more than fifteen (15) such units taken in one (1) year only with the prior approval of the District.

18.7 Vertical advancement on the salary schedule for a part-time teacher occurs only after accumulation of experience equal to a full year of teaching. For purposes of this section, the percentage of part-time service to be credited shall be based upon a five-period teaching day at the secondary school level, or the normal daily assignment by grade at the elementary level. Part-time teachers shall get credit for advancement on the salary schedule equal to that percentage of the teaching load they carry. They shall, nonetheless, receive their percentage credit if they work at least 75 percent of the schedule.

18.8 Unit Conversion

Quarter units are converted to semester units by multiplying the quarter units by 2/3. If this multiplication results in a fraction that, when added to the other semester units, is within 1/2 unit from the required units for qualifying for the next column, then the fraction shall be rounded up to the next whole number; and the teacher shall be placed on the next column.

18.9 The District shall provide each teacher a statement once per year of the number of units that the District has on file for him/her. The teacher must make a written request for such statement.

18.10 Lower division course units may be applied for advancement on the salary schedule only after prior approval by the Assistant Superintendent or designee and certification by the Principal to whom the teacher reports, and

a. Courses proposed to be taken shall be timely and applicable to the subjects which the teacher is currently teaching, and

b. Are limited to four (4) units for each fifteen (15) applied for advancement purposes plus nine (9) lower division ethnic study units. No teacher may use more than nine lower division ethnic study units for advancement on the salary schedule.

18.11 Notification to Change Class on Salary Schedule

18.11.1 "Application for Transfer to Higher Classification on Salary Schedule" must be filed with the Human Resources Office.

18.11.2 Official transcripts must be on file in the Human Resources Office on or before November 1 to be considered for salary purposes for the current school year. Course work must have been completed prior to the first day of the employee's work year. The November 1 deadline is only for providing transcripts for verification of completion of units, prior to the first day of the employee's work year. It is the responsibility of the teacher to obtain transcripts for the Human Resources Office before this deadline. Transcripts received after this deadline shall not be considered for change in salary until

the succeeding year.

18.12 Practice Teaching Supervisors

Token payments or units received from colleges and universities by the District for providing opportunities for practice teaching to student teachers shall be paid to those teachers who supervise such practice teaching.

18.13 Compensation Plan

18.13.1 ~~Teachers shall be paid monthly in twelve (12) equal portions effective July 1, 2015.~~ Teachers shall be paid monthly in eleven (11) equal portions unless the teacher is a twelve (12) month employee.

18.13.2 The teachers' checks shall be issued on the last work day of each pay period.

18.13.3 Payments for services in addition to the teacher's regular assignment shall normally be issued no later than the 15th of each month following the payroll period in which the service was performed.

18.13.4 Intern Support Teachers

Intern Support teachers shall be paid a stipend of \$500 per semester. Support teachers who receive units from the sending institution shall not receive a stipend from SUSD. The Human Resources Department shall send a notice to schools announcing the opportunity for teachers to be considered as a support teacher for an intern at their site. This announcement shall be placed in the teachers' mailboxes and/or on the school bulletin board. Teachers interested in being considered as a support teacher for an intern at their site shall notify the site administrator, in writing, of his/her interest.

18.14 Salary Schedule Adjustments

When the teachers' salary schedule is adjusted, the same percentage shall be applied to all of the following:

- a. The Teachers' Hourly Salary Schedule (Regular Teachers, Summer School, Home Instruction, Curriculum Development, Adult Education see Appendix G)
- b. Extra pay for Department Chairpersons (see Article 18.16.4.3 & 18.16.4.4)
- c. Substitute teachers (see Appendix G)
- d. Forty-five (45) day consultants (see Article 10.2.2)
- e. Stipend base salary (see Appendix G)

18.15 Regular Teachers' Salary Schedules

See Appendix G for regular teachers' salary schedules.

18.16 Additional Salary Schedules

This section contains salary schedules for summer school teachers, home instruction teachers, extra pay for middle and high school department chairpersons, coaches, Special Education teachers, competitive speech, debate, drama, JROTC, band, newspaper, annual, choir, and curriculum development.

- 18.16.1 Hourly Salary Schedules for Regular Teachers, Summer School, Home Instruction, Curriculum Development, and Adult Education (see Appendix G)
 (Credit for teaching experience is allowed for service only in SUSD.)
 (*Selection for "curriculum development" teachers shall be at District discretion provided such selection is not arbitrary and capricious.)

18.16.2 Extra Duty Pay for Athletic Coaches

The pay for coaching is to be based on the percentage of the Stipend Base Salary of the Teacher's Salary Schedule. There shall be no additional pay for preschool or vocational coaching.

Athletic coaches shall receive extra duty pay according to the schedule listed on the Athletic Increment Codes of the salary schedule.

18.16.3 Other Assignment

<u>Assignment</u>	<u>1st Yr.</u>	<u>2nd Yr.</u>	<u>3rd Yr.</u>	<u>4th Yr.</u>
1. Competitive Speech & Debate, Drama, Band, & JROTC	4.5%	5.5%	6.5%	7.5%
2. Newspaper	3.5%	4%	4.5%	5%
3. Annual and Choir	3%	3.5%	4%	4.5%
4. High School Activities Director	10.5%	11.5%	12.5%	13.5%

18.16.4 Amount Paid in Addition to the Salary Schedule

18.16.4.1 Master's Degree in Class C, D, E and F only: \$1456. Official transcripts verifying degree conferral must be submitted to Human Resources by November 1 to receive the stipend for the current school year. Degree must have been conferred prior to the first day of the employee's work year. It is the responsibility of the teacher to obtain transcripts on or before this deadline. Transcripts received after this deadline shall not be considered for stipend issuance until the succeeding school year.

18.16.4.2 Earned Ed.D. and Ph.D. Degree: \$2912. Official transcripts verifying degree conferral must be submitted to Human Resources by November 1 to receive the stipend for the current school year. Degree must have been conferred prior to the first day of the employee's work year. It is the responsibility of the teacher to obtain transcripts on or before this deadline. Transcripts received after this deadline shall not be considered for stipend issuance until the succeeding school year.

18.16.4.3 The Chairperson of each high school department shall receive annually the incremental amount as listed on the salary schedule.

18.16.4.4 Starting with the 1989-1990 school year, middle school department chairpersons shall receive 75% of the high school department chairperson stipend listed in Section 18.16 including 75% of the amount for teaching periods in the departments above 25. A department shall consist of three (3) or more teachers assigned to the same or related subjects for 60% or more of the instructional day. Departments shall be confirmed by the site administrator and the Assistant Superintendent of Educational Services or his/her designee.

18.16.4.5 Special Education Teachers shall receive a 3.5% of the Stipend Base Salary effective 7/1/01.

18.16.4.6 Teachers assigned to bilingual classes and who possess a current California Bilingual Cross Cultural Credential, a Bilingual Certificate of Competence or a Language

Development Specialist Certificate: 2.5% of the Stipend Base Salary.

18.17 Work Year for Support Personnel

Position	Days in Addition to Teacher Year	1st Year Base Salary Index in Position	2nd Year in Position
Librarian	+10	1.055	1.055
Instructional Specialist	+ 2	1.04	1.06
Multicultural Specialist	+ 2	1.04	1.04
Program Specialist	+ 2	1.04	1.06
Other Specialist	+ 2	1.04	1.06
Team Leader	0	1.04	1.04
Walton Team Leader	0	1.04	1.06

