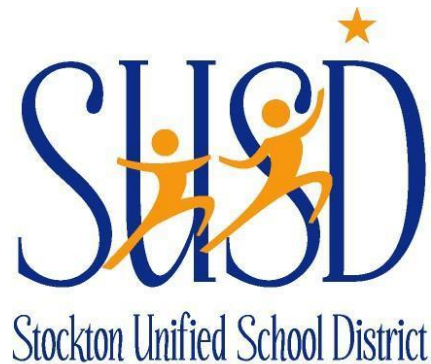


**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN**  
**STOCKTON UNIFIED SCHOOL DISTRICT**  
**AND**  
**STOCKTON TEACHERS ASSOCIATION**



***July 1, 2019 – AUGUST 31, 2022***  
*with article reopeners from 20-21 and 21-22 incorporated*

01.21.21- Final Review

09.20.22 - Reopeners Incorporation

# COLLECTIVE BARGAINING AGREEMENT

Between

Stockton Unified School District

and

Stockton Teachers Association

Date: 6/12/2020

Date: 6/12/2020

**FOR THE DISTRICT:**

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Brian Biedermann, Interim Supt.

*Susanne Montoya*

Susanne Montoya, Interim Chief Business Official

*Nik Howard*

Nik Howard, Acting Asst. Supt. Human Resources

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Claudia Moreno, Director Labor Relations

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Mary Aguilar, Personnel Assistant

**FOR THE ASSOCIATION:**

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Erica Richard, Negotiations Chair

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Erich Myers, President

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Robin Hardin, Negotiator

*Jeff Holman*

Jeff Holman, Negotiator

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## 1. AGREEMENT/RECOGNITION

- 1.1 The Articles and provisions contained herein constitute a bilateral and binding agreement, hereafter called the Agreement, by and between the Board of Education of the Stockton Unified School District, hereafter called the District, a public school employer, and the Stockton Teachers Association, California Teachers Association, and the National Education Association, hereafter called the Association, an employee organization, pursuant to Chapter 10.7, Sections 3540-3549.3 of the Government Code, hereafter called the Act.
- 1.2 The District recognizes the Association as the exclusive representative designated for the purposes of the Act for all certificated employees of the District as identified in the certification of the appropriate unit by the Public Employment Relations Board (PERB) on December 31, 1980 as it appears in Appendices A(1), A(2), A(3), and as modified by any subsequent certification by PERB.

## 2. CLASS SIZE

### 2.1 Application

2.1.1 The District average is calculated by dividing the number of students enrolled District-wide in any given life level/subject area by the number of actual General Fund Classroom Teachers at that life level/ subject area. This definition excludes such support personnel as preparation period teachers, specialists, librarians, music teachers, and substitute teachers. The District average shall be applied at each site.

2.1.2 Classes shall be maintained at or below the maximums stated below.

2.2 In the areas of Science, Industrial Arts, Drafting, Vocational Shops and Homemaking, the number of work stations available shall be the maximum if that number is less than the District class maximums as listed.

### 2.3 Averages and Maximums

The Local Control Funding Formula (“LCFF”) establishes Class Size Grade Span Adjustment (“GSA”). Pursuant to the LCFF, the parties agree to establish a collectively bargained alternative class size ratio. Accordingly, for the 2013-2014, and 2014-2015 school years only, class sizes in kindergarten (including Transitional Kindergarten) and grades one (1) through three (3) will be adjusted as follows:

For the 2013-2014 school year only, the maximum student-teacher ratio in Kindergarten shall remain at 20:1 and the student to teacher ratio in grades one (1) through three (3), shall remain at 32:1.

For the 2014-2015 school year only, the maximum student-teacher ratio in Kindergarten shall remain at 24:1 and the student to teacher ratio in grades one (1) through three (3), shall remain at 32:1.

For the 2015-2016 school year only, school sites shall maintain the negotiated maximum to a student teacher ratio in Kindergarten of 24:1 and shall decrease the student-teacher ratio in grades one (1) through three (3) by one (1) student to 31:1.

For the 2016-2017 school year only, school sites shall maintain the negotiated maximum to a student teacher ratio in Kindergarten of 24:1 and shall decrease the student-teacher ratio in grades one (1) through three (3) by two (2) students to 29:1.

	<b>2013-2014</b>	<b>2014-2015</b>	<b>2015-2016</b>	<b>2016-2017</b>
<b>Kindergarten</b>	20	24	24	24
<b>1st</b>	32	32	31	29
<b>2nd</b>	32	32	31	29
<b>3rd</b>	32	32	31	29

The intent of the parties is that this agreement addresses any and all obligations of the parties to have a collectively bargained alternative ratio. The parties' agreement on these issues is required to preserve the additional Class Size Reduction adjustment grant, as currently in the LCFF provisions, including Education Code section 42238.02. SUSD and STA agree to continue to work together for the purpose of reducing class size with the goal of making progress towards the GSA established by LCFF. To assist with obtaining this goal, the District and STA agree to establish a GSA committee with equal numbers of members from STA and the District. The committee will be comprised of two individuals selected by STA and two individuals selected by the District. The committee will look at District programs and departments to make recommendations to the District and STA bargaining teams regarding where re-purposing could assist the District to achieve the target class sizes established by LCFF.

<u>Maximum</u>	<u>Maximum Class Size</u>
<u>Elementary</u>	
Kindergarten	32 (See chart above through 2016-2017)
Primary Grades 1, 2, 3	32 (See chart above through 2016-2017)
Intermediate Grades 4, 5, 6	33
<u>Secondary</u>	
Middle School Grades 7, 8 General*	35
Middle School Grades 7, 8 P.E.	47
JROTC	47
English	32
Social Studies	32
Math	32
Science	32
Foreign Language	32
Reading	28
Business	32
Drafting	32
Voc. Shop	35
Music (except performance)	32
Art	32
P.E.	47
Hygiene	32

\*Middle School General shall apply if no specific titled class, area or department exists.

2.3.1 The maximum class size at secondary (grades 7-12) alternative schools shall be 25 students.

2.4 Payment for Exceeding Limits (Overages)

If the enrollment exceeds the maximum, the teacher shall be compensated for each additional student at a three and one-half percent (3-1/2%) factor of that teacher's salary as specified below:

2.4.1 At the beginning of the school year, the District will have thirteen (13) instructional days to make adjustments without paying any overage payments. Beginning with the fourteenth (14th) day, overages will be paid to the instructor retroactive to the first day of the overage.

- 2.4.2 At the beginning of any other semester, at the high school level, the District has ten (10) instructional days to make adjustments without paying any overage payments. Beginning on the eleventh (11th) day, overages will be paid to the instructor retroactive to the first day of the overage.
- 2.4.3 At any other times of the year, overage payments will begin on the eighth (8th) instructional day of the overage, retroactive to the first day of the overage.
- 2.4.4 High School teachers will be paid the correct proportional rate of 3.5% of the teacher's per diem rate, per student, per day for overages. This rate shall not change based on the length of the class periods, but strictly on a basis of per-student-rostered to the teacher. Overages shall be determined according to course scheduling as follows:
- For schedules that use single all-year-long rostering (whether traditional or using minutes-banking such as a whole-year block schedule): All students rostered to the teacher are counted each instructional day regardless of which days of the week each class period occurs.
  - For multiple-term rostering schedules (e.g., 4x4 with separate courses for fall and spring, or an interlaced AB 4x4 alternating all year in which teachers have two preparation periods): Overages per instructional day only incorporate students rostered to courses scheduled for that day.

## 2.5 Special Education - Individuals With Exceptional Needs

- 2.5.1 For every two (2) pupils identified as an IWEN (Individuals With Exceptional Needs), who are either enrolled at the secondary level or assigned at the elementary level to a regular classroom for at least 20% of the day, the limits in Section 2.3 shall be reduced by one (1). This provision does apply to assignment of all special day students to the regular classroom teacher, and to students designated as "watch and consult." This provision does not apply to "DIS" (designated instruction and services) students.
- 2.5.1.1 Whenever any site begins rostering students (e.g., within a master schedule in departmentalized contexts or via self-contained rostering), students with an IEP (who are enrolled at the site) will be chronologically rostered in classes first to proactively minimize subsequent related scheduling changes and/or overages.
- 2.5.1.2 Class size balancing, when it occurs, must not itself result in a change of schedule for any student with an IEP. This shall not be construed to prevent schedule changes for reasons other than class size balancing.
- 2.5.2 The number of IWENs in any regular teacher's class shall not exceed twenty five percent (25%) of the "Maximum Class Size" listed in Section 2.3 herein. If the 25% limit is exceeded, the payment provisions of 2.4 shall apply to any overage.
- 2.5.3 Special Day Classes shall average no more than twelve (12) pupils, and shall have a maximum of fourteen (14) pupils. Resource Specialist Programs shall have a maximum of twenty-eight (28), with only the RSP caseloads themselves being modified by 2.6.1 below.

## 2.6 RSP Caseloads

### 2.6.1 Caseload Limits

Maximum caseload for an RSP teacher will be 27 eligible students whenever the RSP teacher provides services solely at one site.

Whenever an RSP teacher is tasked with providing services at more than one site, their maximum caseload must instead be 26 eligible students.

### 2.6.2 Caseload Site Changes

To change any RSP teacher's site (i.e., assigning them students from a site they are not yet serving), the District must provide the teacher with:

- pertinent digital access (Synergy, Illuminate, iReady, etc.) regarding the site(s);
- District notification to the teacher five instructional days prior to the change such that within five instructional days the teacher will have the option to utilize two release days to adequately transfer materials and to prepare instruction (see article 17.5.2); and
- any new mileage implications resulting from the transfer process (see article 16.1)

### 2.6.3 Caseload Reduction Procedure

Whenever a caseload must be reduced to honor caseload limits, a caseload will be reduced by re-assigning whichever students have been on the teacher's caseload the shortest amount of time. However, the teacher (in consultation with Special Education Administration) may indicate a more appropriate solution in writing, which the District may then instead use to right-size the caseload.

2.7 Within forty (40) instructional days of ratification of the Agreement (unless this timeframe is mutually extended by the District and Association), the District and the Association agree to form a committee of six individuals, three appointed by each party, to jointly continue to explore contractual improvements to the implementation framework for special education services in the District, then make a presentation and recommendation to the bargaining teams for 2022-2023 Successor negotiations. The committee may meet either during the work day with District-paid release time, or on a District-paid hourly basis outside the teachers' contractual work day, or a combination of both.

### 3. EVALUATION

#### 3.1 Evaluation Procedures

- 3.1.1 The purpose of an effective teacher development and evaluation system is to inform, instruct, and improve teaching and learning, as well as provide educators with meaningful feedback on both areas of strength and needed improvement. The evaluation of teachers shall be conducted in accordance with the procedures in this Article using the forms in Appendix E.
- 3.1.2 Grievances regarding evaluations (see Article 5) shall be utilized for disputes arising over the evaluation procedures only. Content of the evaluation shall not be subject to the grievance procedure except where the final overall evaluation score is “Unsatisfactory,” in which case, the teacher may elect to appeal to the Evaluation Advisory Mediation Committee (see section 3.4.2.5). Where a question of content versus procedure is involved, such question shall be determined by the grievance procedure. The arbitrator shall have the authority to rule on other issues related to evaluation by mutual agreement of the parties.
- 3.1.3 By written agreement between the permanent teacher and the evaluator, the timelines, observations, forms, records and conferences may be waived or reduced. Provisions of Article 3 shall not be waived or altered for probationary or temporary teachers.
- 3.1.4 Evaluation and assessment made pursuant to this Article shall be in writing and a copy will be provided to the teacher. The teacher shall receive a final evaluation of ‘Commendable’, ‘Satisfactory’, ‘Needs Improvement’, or ‘Unsatisfactory’. The evaluation shall include commendations, and/or recommendations, as appropriate, as to areas of improvement in the performance of the teacher. This evaluation, as well as all documents associated with it, shall be treated as a confidential personnel record.
- 3.1.5 The District shall evaluate and assess teachers as provided in the Education Code and as is reasonably related to the California Standards for the Teaching Profession (CSTP).
- 3.1.5.1 California Standards for the Teaching Profession
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 Student Learning
  6. Developing as a Professional Educator
- 3.1.6 The following areas shall be evaluated through examples and comments by the District:
- 3.1.6.1 Developing as a professional educator
- 3.1.6.2 The performance of other duties adjunct to the teacher’s assignment.
- 3.1.7 The District shall provide teachers with a copy of the “California Standards for the Teaching Profession, Resources for Professional Practices.” Teachers will be notified in a timely manner of any and all updates to the CSTP.



In-service training shall be made available for teachers during the school year.

3.1.8 For non-instructional-unit members, such evaluation and assessment shall be based upon the fulfillment of established job responsibilities that are based on actual observation of the job related activities. The non-instructional teacher evaluation form (Appendix E) shall be used.

### 3.2 Frequency

3.2.1 Evaluation and assessment of the performance of each certificated employee shall be made on a continuing basis, as follows:

- (1) Once each school year for temporary/probationary personnel
- (2) Every other year for personnel with permanent status not meeting the criteria below
- (3) Every five years for permanent personnel who have been employed at least ten (10) years with the district, are highly qualified as designated by No Child Left Behind 2001 (NCLB), and whose most recent previous evaluation rated the employee as 'Satisfactory' or 'Commendable'. The certificated employee or the evaluator may withdraw consent at any time.

When any permanent, certificated employee has received a final evaluation of 'Unsatisfactory', the District shall evaluate the employee in the subsequent year, subject to the remaining provisions of this Article.

### 3.3 Timelines

3.3.1 As part of a regularly-scheduled faculty or orientation meeting, the evaluator shall meet, within the first twenty (20) working days of the school year, with the teacher(s) to be evaluated. In the event of a late hiring or change of assignment, the meeting may be specially scheduled and shall occur within twenty (20) working days after the date of the late hire or change of assignment.

At the meeting, the evaluator and the teacher(s) will review the evaluation criteria (3.4 Evaluation Measures), the California Standards for the Teaching Profession on the Pre-Observation Conference Form, the facilitating support requirements to be provided by the evaluator, and the plans for monitoring the teacher's performance status. The evaluator may ask for lesson or unit plans based on curricular goals or objectives no more than once per semester, unless there is evidence of poor planning pursuant to Section 3.9 of this Article.

3.3.2 For the announced observation, a pre-observation conference shall be held with the evaluator and the teacher within the first forty-five (45) working days of the school year and at least (2) working days prior to the observation.

The evaluator shall provide a copy of the Pre-Observation Conference Form to the teacher at least five (5) working days prior to the conference. The teacher shall bring the completed form to the pre-observation conference. At the pre-observation conference, the teacher and evaluator shall review and complete the rest of the Pre-Observation Conference Form. The teacher shall select one (1) element from each of the six CSTP on the evaluation form as evaluation criteria. The evaluator shall select one (1) additional element from each of the six (6) CSTP on the evaluation form as additional evaluation criteria. Nothing herein shall exclude the right of the evaluator to comment upon and discuss, but not reduce to writing,

observations concerning other indicators of performance. The teacher and the evaluator shall review and discuss lesson or unit plans at the pre-observation conference.

- 3.3.3 A post-observation conference shall occur within three (3) working days after each observation. At the post-observation conference, the evaluator will present the completed Post-Observation Conference Form and Observation/Conference Checklist to the teacher. The teacher shall have the right to attach a written response to the Observation/Conference Checklist and the Post-Observation Conference Form within five (5) working days of the post observation conference.

The Final Evaluation form shall be completed and filed with the Human Resources Office no later than thirty (30) calendar days prior to the end of the teacher's school year. An evaluation conference shall be held between the evaluator and the teacher no later than five (5) working days before the final evaluation report is due to be filed.

### 3.4 Evaluation Measures

- 3.4.1 Teachers will be evaluated in accordance with Education Code section 44662 regarding the four evaluation criteria: 1) The progress of students toward the grade level standards; 2) The instructional techniques and strategies; 3) The employee's adherence to curricular objectives; and 4) The establishment and maintenance of a suitable learning environment.

The California Standards for the Teaching Profession shall be used as the tool for teacher evaluation. Unit member performance shall be evaluated and assessed as it reasonably relates to:

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 Student Learning
6. Developing as a Professional Educator

- 3.4.2 Student growth results shall be included solely as part of a teacher's formative planning for evaluation.

- 3.4.2.1 Student achievement shall be based on mutually agreed upon growth models that contain multiple measures and are currently used in the teacher's classroom. Up to two (2) growth models shall be selected by the evaluator and up to two growth models shall be selected by the teacher. At least one growth model shall be selected.

The following is the list of possible measures currently agreed upon:

- Teacher-designed assessment
- Evidence of student growth collected by teacher
- Student portfolios
- End of unit assessments
- Interim benchmark tests
- Narratives
- District fall to spring test scores
- Student artifacts
- Teacher set objectives/goals

- 3.4.2.2 The pre-observation conference referenced in section 3.3.2 will be used to identify the data sources and the strategies used to drive instruction.
- 3.4.2.3 As other valid assessments are developed, the District and STA will negotiate adding them to the list of approved data sources.
- 3.4.2.4 STA members in non-instructional assignments will not be subject to this section.
- 3.4.2.5 An Evaluation Advisory Mediation Committee shall be established. The purpose of the committee is to reduce conflict regarding evaluations. Each party shall appoint two (2) members to serve upon the committee.

This Committee is an advisory body, which has the ability to make confidential recommendations to its appointing entity. The Committee is not intended to replace or replicate the work of the PAR Panel. The Committee's primary roles will be to review conflicts and make recommendations.

- 3.4.2.6 The District will provide annual training for administrators on evaluation techniques and applications.

### 3.5 Observations

- 3.5.1 Two (2) formal observations at least thirty (30) minutes in length shall be scheduled during the evaluation period for all certificated personnel. The time and date of the first observation shall be announced to the teacher at least two (2) working days in advance of the observation. The teacher has the right to initiate the time and date of this first announced observation. Additional classroom observations, with or without notice, may be conducted at the discretion of the evaluator or at the request of the teacher. When any observations are reduced to writing, the teacher shall receive a copy of the Observation/Conference Checklist and the Evaluator's Notes of Observation; a conference shall follow, and the teacher shall have the right to attach a written response.
- 3.5.2 For unannounced observations, the evaluation criteria shall be the same as indicated by the teacher and evaluator for the announced observation. The same Post-Observation Conference Form as for the announced observation shall be completed.
- 3.5.3 The format, location, and timing of development of the teachers written evidence of planning is the professional prerogative of the teacher, except as provided in this Article. Access to the written evidence of planning shall be at the discretion of the teacher, except as provided in this Article. If the evaluator finds that evidence of planning is unsatisfactory, and so indicates on the Observation/Conference Checklist form, then the evaluator can request that written evidence for planning (with the format to be determined by the teacher) be reviewed by the evaluator with the teacher during the teacher's regular working day on a weekly basis. Such review shall be terminated when the subsequent observation indicates that planning is now satisfactorily in evidence, or by mutual agreement of the evaluator and the teacher, whichever occurs first.

### 3.6 Final Evaluation

- 3.6.1 The Final Evaluation form shall be completed based on the completed observations (at least two). The Final Evaluation shall be presented to the teacher and the teacher shall sign the evaluation, indicating that he/she received the Final Evaluation. The teacher's signature on the Final Evaluation form shall not be construed as agreement to the Final Evaluation score.

The teacher shall be provided a copy of the written evaluation and all other documentation upon which the evaluation is based. The teacher shall have the right to initiate a written response to the evaluation. Such response shall become a permanent attachment to the evaluation for placement within the teacher's personnel file. The teacher shall have three (3) working days to attach the response.

#### 3.6.2 Permanent Teachers' Participation in PAR

If a permanent teacher's final evaluation contains unsatisfactory scores in two or more of the California Standards for Teaching Profession (3.1.5.1 1-5); the teacher shall be referred to the Peer Assistance and Review Program (PAR). The permanent teacher shall be required to participate in PAR as outlined in Article 26. Additionally, the permanent teacher's evaluator shall complete a specific plan for improvement, consistent with the PAR Program, that will assist the teacher in correcting the unsatisfactory performance.

### 3.7 Right To Second Evaluation

- 3.7.1 If any permanent teacher receives an unsatisfactory final evaluation, the teacher shall have the absolute right to request, in writing, one (1) additional observation, conference and written evaluation. Such second observation, conference, and written evaluation shall be conducted by a different evaluator who is at a level comparable to or above the level of the first evaluator. Such second evaluator shall be selected by the Assistant Superintendent of Educational Services. Such second evaluation will also be included in the personnel file.
- 3.7.2 The request must be made by the teacher within five (5) working days after receipt of the final evaluation. The request shall be made to the Assistant Superintendent for Educational Services, who shall appoint a second evaluator within five (5) working days from receipt of the request by the teacher. The second evaluator must complete an observation, conference, and written evaluation at least five (5) working days prior to the teacher's last working day.

The request for a second evaluation shall be made on the appropriate form (see Appendix E).

### 3.8 Teacher's Access to Documentation

- 3.8.1 During an observation, the evaluator shall make contemporaneous notes on the form Evaluator's Notes of Observation attached as Appendix E. A completed copy of the Evaluator's Notes of Observation shall be provided to the teacher being evaluated within three (3) working days. The evaluator has the option to re-write the notes of observation but retain all notes' versions or copies which shall also be provided to the teacher upon request. Copies of any other documentation on which the evaluation is based will also be provided to the teacher. The teacher shall have the right to initiate a written response to any written observation. Such response shall become a permanent attachment to the written observation.

### 3.9 Planning

- 3.9.1 It is the professional responsibility of each teacher to make appropriate lesson and unit plans for instruction of students. The administrator and/or the evaluator may review lesson or unit plans during the following instances:
- a) Up to four (4) times per year during the year when a teacher is being evaluated;
  - b) When evidence of planning is a concern to the administrator during the non-evaluation year, and the administrator concludes, in writing, based on two (2) classroom observations of at least twenty (20) minutes each, that evidence of planning is lacking;
  - c) During the implementation year of District-wide curricular changes, to assist the teacher to adhere to curriculum standards, the administrator may review a unit plan up to two (2) times.

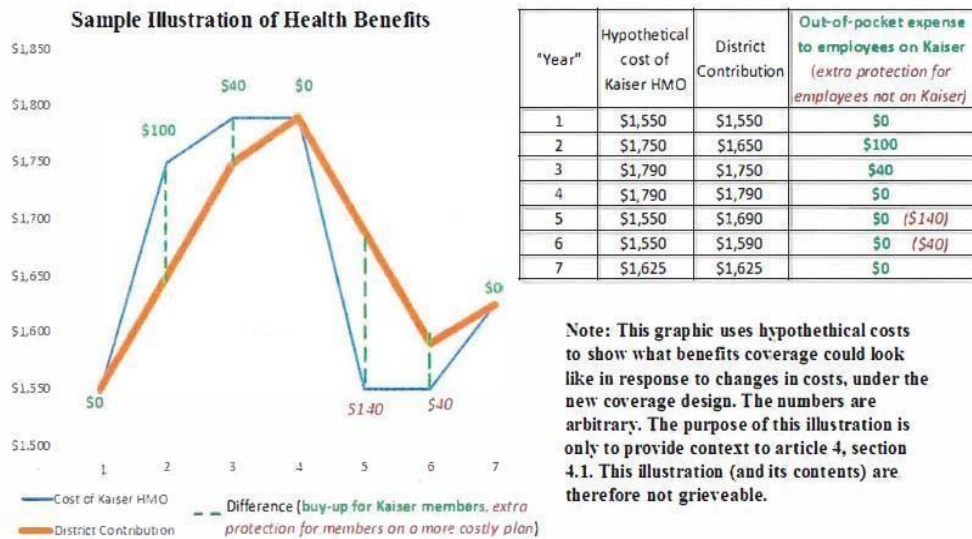
It is the professional responsibility of the administrator to review and provide specific written or oral feedback to the teacher on lesson or unit plans. The teacher and the evaluator shall review and discuss lesson or unit plans at the pre-observation conference.

A detailed plan suitable for the use of a substitute teacher shall be kept on file in the school office or in a specific place in the classroom accessible to the site administrator and the substitute.

## 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, \$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 years’s health benefit contribution amount.



- 4.1.3 Any difference between an employee’s plan cost and the District’s health benefit contribution shall be deducted by payroll.

### 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 4.2.4.1 below (relocated from 10.5 without being modified):

#### 4.2.4.1 Fringe Benefits for Early Retirees and Dependents Other Than Spouses

##### a. Teachers Hired Prior to July 1, 2003

Any qualifying teacher participating in the Early Retirement Plan shall receive from the District the full cost of the least expensive medical plan. Any qualified teacher will have the same right as current employees to select a more costly HMO or POS medical plan and will be obligated to pay the full difference above the least expensive medical plan. This benefit will last for ten (10) years or until the qualifying teacher is eligible for MediCal/Medicare or until age 65, whichever comes first.

##### b. Teachers Hired After July 1, 2003

Any qualifying teacher participating in the Early Retirement Plan shall receive from the District the same medical plan options as current teachers. Any qualifying teacher participating in the Early Retirement Plan shall be required to make a proportional payment for the medical plan. STA and the District reserve the right to mutually amend or modify this benefit in the future for current or future teachers. This benefit will last for ten (10) years or until the qualifying teacher is eligible for MediCal/Medicare or until age 65, whichever comes first.

4.2.5 For bargaining unit members hired before July 1, 2015, the District shall provide a medical rebate of forty percent (40%) of the current Health Benefit Allowance amount pursuant to 4.1 for eligible, current employees. This change in benefit will take effect one (1) month following ratification by both the Stockton Unified School District Board of Trustees and the Stockton Teachers Association.

#### 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.

#### 4.4 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.

#### 4.5 Vision Care

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

4.6 Plan Contracts

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

4.7 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.

4.8 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.

4.9 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.

4.10 Medicare

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

4.11 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.



## 5. GRIEVANCE PROCEDURE

### 5.1 Definitions

5.1.1 A "grievance" is a dispute between the District and an aggrieved person or class or Association, as provided below, involving a violation, interpretation or application of a provision of this Agreement.

5.1.2 A grievance may also be initiated by the Association as a "class grievance" whenever the allegations involve the same or similar facts involving more than one teacher.

A class action grievance shall be filed at Level I if the allegations involve only aggrieved persons under the supervision of the Level I supervisor. If the allegations involve more than one Level I supervisor, or if the matter relates to a District-wide action, the grievance may be filed at Level II. The District may refuse to hear the grievance as a class action, but the timeliness requirements of Section 5.2.2.1 will be tolled from the time of filing of the class action grievance until the District's refusal to accept the grievance.

5.1.3 The Association may file a grievance on its own behalf whenever the allegations relate to a right in the Agreement held by the Association itself.

### 5.2 Procedure

5.2.1 Informal Resolution: An aggrieved person may first discuss the grievance with the appropriate principal or immediate supervisor with the objective of resolving the matter informally. Either party may elect to waive this step.

#### 5.2.2 Level One: Immediate Supervisor Hearing

5.2.2.1 The grievance shall be filed in writing no later than fifteen (15) work days after the aggrieved person knew or should have known about the occurrence giving rise to the grievance, simultaneously with the President of the Association, the immediate supervisor and the Assistant Superintendent for Human Resources. The written grievance shall specify the teacher(s) involved or an identifiable class, and the Article(s) and Section(s) allegedly violated.

5.2.2.2 Within five (5) work days after receipt of the written grievance, the supervisor will meet with the aggrieved person and a representative of the Association, if any, in an effort to resolve the grievance. A proposed resolution will be communicated to the Association immediately after the hearing whenever the aggrieved person proceeds without Association representation and the Association will have two (2) work days to file a response.

5.2.2.3 Within five (5) work days of the hearing above, a decision shall be rendered in writing setting forth the decision and the reasons therefore, and will be transmitted promptly to the aggrieved person and to the President of the Association. Time limits for appeal shall begin the day following receipt of the written decision by the aggrieved person.

### 5.2.3 Level Two: Superintendent/Designee Hearing

- 5.2.3.1 Within ten (10) work days after receipt of the Level One decision, or if no written decision has been rendered within five (5) days after the hearing with the immediate supervisor, the aggrieved person, if not satisfied with the disposition of the grievance at Level One, shall file the grievance in writing simultaneously with the President of the Association and the Superintendent. The Association may file an organizational grievance, or class grievance, at this level within fifteen (15) work days after the Association knows or should have known of an occurrence giving rise to the grievance.
- 5.2.3.2 Within five (5) work days after the receipt of the written grievance, the Superintendent, or a designee, will meet with the aggrieved person and a representative of the Association, if any, in an effort to resolve the grievance. Immediately after the hearing and prior to decision, the Association will be informed of any proposed resolution and allowed two (2) work days to file a response if not representing the aggrieved person.
- 5.2.3.3 A decision within ten (10) work days of the hearing above shall be rendered setting forth the decision and the reasons therefore, and will be transmitted promptly to the aggrieved parties and to the President of the Association.

### 5.2.4 Level Three: Conciliation

If the aggrieved person is not satisfied with the Level Two decision, or if no decision is rendered within the specified time limits, (s)he may request the Association to seek conciliation pursuant to this section. Such request must be made within twenty (20) work days, or the Level Two decision will be final. By mutual agreement, the conciliation step may be waived and the Association shall have twenty (20) work days to request arbitration.

- 5.2.4.1 The Association, if concurring with the grievant's request to seek conciliation, will request the California Mediation and Conciliation Service to provide a conciliator to assist the Association and the District to resolve the grievance. Copies of the written request to the Conciliation Service will be sent to the Superintendent and the grievant when the request is made.
- 5.2.4.2 The California Mediation and Conciliation Service will appoint a mediator (who shall be mutually acceptable to the District and Association) within ten (10) work days of receipt of letter, who shall attempt to resolve the grievance. If for any reason the California Mediation and Conciliation Service fails to or refuses to act as provided herein, the Parties shall meet and seek alternative conciliation methods.
- 5.2.4.3 The mediator shall not make written or public recommendations relative to the grievance.

### 5.2.5 Level Four: Arbitration

If the aggrieved person is not satisfied with the disposition of the grievance at Level Three, or if the conciliation process is not concluded within fifteen (15) work days, or if the mediator releases the Parties prior to the conclusion of the fifteen (15) work days' time period for conciliation, or if the California Mediation and Conciliation Service fails or refuses to act within the prescribed timeline, the aggrieved person may request, in writing, that the Association submit the grievance to arbitration. The Association, by written notice to the Superintendent within fifteen (15) work days after Level Three, or if the grievance is unresolved after the time limit provided in Level Three, may submit the grievance to arbitration. Any question arising as to the arbitrability of the grievance shall be ruled upon by the arbitrator.

In any event, if the conciliation process does not resolve the grievance within sixty (60) calendar days of the District's response at Level Two, the Association must either withdraw the grievance or file for arbitration. If the conciliation process does not resolve the grievance and the conciliator releases the Parties, the Association must file at Level Four (arbitration) within twenty (20) working days.

- 5.2.5.1 The Association and the District shall attempt to agree upon an arbitrator. If no agreement can be reached, either party may request that the State Mediation and Conciliation Service supply a panel of five names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the arbitrator. The order of the striking shall be determined by lot. Both Parties agree to move expeditiously to arbitration. No later than two (2) weeks prior to the scheduled arbitration, representatives will meet in person or by telephone to attempt to agree on a submission statement of issues.
- 5.2.5.2 The arbitrator's decision will be in writing and will set forth findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision 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 as are judged to be proper. The decision of the arbitrator will be submitted to the Superintendent and the President of the Association and will be final and binding upon the parties.
- 5.2.5.3 By mutual agreement, the parties may request an expedited arbitration process, according to the American Arbitrators Association (AAA) Expedited Labor Arbitration Rules.
- 5.2.5.4 All costs for the services of the arbitrator, including, but not limited to, per diem expenses, travel and subsistence expenses and the cost of any hearing room, will be borne equally by the District and the Association. All other costs will be borne by the party incurring them. Ordinarily, transcripts shall not be required. If requested, the party making the request shall bear the cost.

### 5.3 Rights of Teachers to Representation

- 5.3.1 An aggrieved person may be represented by the Association at any step or may proceed without representation through Level Two. If an aggrieved person is not represented by the Association, the Association shall have the right to be present at any hearing and at the adjustment.
- 5.3.2 No reprisals of any kind will be taken by the District or the Association against any aggrieved person or other participant in the grievance procedure by reason of such participation.

### 5.4 General Provisions

- 5.4.1 The Association may process a grievance when it is selected as representative through all levels of the grievance procedure even though the grievant does not wish to do so. Failure on the part of any aggrieved person(s) to process or pursue a grievance shall not serve to establish a precedent.
- 5.4.2 When it is necessary for a representative designated by the Association to investigate a grievance or attend a grievance meeting or hearing during the day, she/he will, upon notice to his/her principal or immediate supervisor by the President of the Association, be released for a reasonable period of time without loss of pay in order to permit participation in the foregoing activities. Any aggrieved person who is required to appear in such investigations, meetings, or hearings as a witness will be accorded the same right.
- 5.4.3 All documents, communications and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.
- 5.4.4 Forms for filing grievances, serving notices, making appeals, making reports and recommendations, and other necessary documents will be prepared jointly by the District and the Association so as to facilitate operation of the grievance procedure. The cost of preparing such forms shall be borne by the District.
- 5.4.5 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may arise. These proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- 5.4.6 Nothing contained herein will be construed as limiting the right of any aggrieved person having a grievance to initiate a discussion of the matter informally with an appropriate member of the administration and to have the grievance adjusted without intervention by the Association, provided that the adjustment is consistent with the terms of this Agreement and that the Association has been given an opportunity to be present at such adjustment and to state its views.
- 5.4.7 The time limits specified at each level shall be considered to be maximums and every effort shall be made to expedite the process. The time limits may be extended by mutual agreement of the aggrieved person and the Superintendent or designee.

Though time limits are tolled during the summer, except for grievances filed during the summer session, the procedure shall continue so long as all parties and witnesses are available.

- 5.4.8 At any stage of the procedure, Association representation may be limited to one (1) person who may be on release time.
- 5.4.9 The date of receipt of each writing required pursuant to this procedure shall be determined as follows:
  - 5.4.9.1 The day such writing is personally delivered to the recipient or the day after such writing is deposited in the United States certified mail, addressed to the recipient at the last known home address.
  - 5.4.9.2 For purposes of this procedure, the term “writing” shall include the grievance, the grievance appeal, the answer to the aggrieved person or grievance appeal or any other required writing.
- 5.4.10 The presence of advisors may be requested at any stage of the procedure by either of the parties.
- 5.4.11 Any request for necessary and relevant information should normally be made at Level One. Only related matters may be subsequently introduced.
- 5.4.12 Either party, through appropriate representatives, shall have the right to written discovery from the aggrieved person or the other party.
- 5.4.13 Disposition of grievances shall not be reflected in any way in the evaluation of aggrieved persons.
- 5.4.14 Information pertaining to the filing and resolution of a grievance shall not become part of an aggrieved person's official personnel file.

## 6. TEACHING HOURS

### 6.1 Regular Teacher Work Day

Excluding minimum days, the length of the teacher work day, including preparation time, lunch, relief periods and time required before and after school, shall adhere to the following:

#### 6.1.1 Secondary Schedule (Grades 7-12)

6.1.1.1 Teacher instructional time for grades 9-12 shall be 1400 minutes per five-day week. Passing time shall continue according to existing practice, and preparation time shall be 280 minutes per five-day week.

6.1.1.2 Teacher instructional time for grades 7-8 shall be 1250 minutes per five-day week. Passing time shall continue according to existing practice, and preparation time shall be 250 minutes per five-day week.

6.1.1.3 The length of the work day for teachers at secondary alternative schools shall be the same as other secondary teachers at the same grade level.

#### 6.1.2 Elementary Schedule (Grades 1-6)

6.1.2.1 Teacher instructional time for grades 4-6 shall be 1500 minutes per five-day week.

6.1.2.2 Teacher instructional time for grades 1-3 shall be 1500 minutes per five-day week.

#### 6.1.3 Kindergarten Schedule

Teacher instructional time for Kindergarten shall be 1500 minutes per five-day week.

### 6.2 Resource Days

6.2.1 Each regular classroom teacher, resource classroom teacher and special day class teacher in grades 4-6 shall receive four (4) resource days in each school year.

6.2.2 Resource teachers in grades 4-6 shall receive four (4) resource days in each school year if the resource teacher works the same schedule as the regular classroom teachers in grades 4-6. Classroom teachers who teach combination classes of grades 3 and 4 and who teach the intermediate schedule are entitled to the intermediate resource days.

6.2.3 Each regular classroom teacher, resource classroom teacher and special day class teacher in grades K-3 shall receive two (2) resource days in each school year.

6.2.4 A resource day shall be defined as time for professional preparation and/or growth.

6.2.5 The individual teacher and the site administrator shall mutually agree on the program of resource day(s) utilization.

- 6.2.6 Resource days may be utilized for activities to include, but not limited to:
1. Curriculum Development
  2. Professional Improvement
  3. School Visitations
  4. Workshops
  5. Research and Writing
- 6.2.7 Resource days shall not be used for personal business, recreation or entertainment.
- 6.2.8 Selected resource days shall be subject to the availability of substitutes in the District.

### 6.3 Elementary Planning and Preparation

- 6.3.1 The stipend shall be paid to the following teachers who do not have preparation time built in to their schedules:

Regular elementary classroom teachers, resource classroom teachers and Special Education teachers teaching special day classes only, grades K–6, who spend 60% of their time instructing students, shall receive compensation pursuant to 18.20 for voluntary participation in planning and preparation, scheduled outside the regular work day for purposes of upgrading curriculum knowledge, sharing teaching skills and strategies, record keeping, reports and lesson planning. Payment shall be made at the end of each semester. The regular time for this planning and preparation shall be determined at each site by the site liaison committee and the site administrator. Teachers are not required to sign in for preparation time.

#### 6.3.2 Exceptions

Exceptions to the use of the above Section 6.3.1: Planning and preparation may be requested in writing to the site administrator by the participating teacher, subject to approval by both the site administrator and the site liaison committee. Exceptions for the use of planning and preparation monies are as follows:

- a. hiring a substitute teacher to enable the participating teacher to engage in full-day on-site planning or intra-district visitation;
- b. hiring a consultant for demonstration teaching or presentation in the requesting teacher's classroom;
- c. payment of tuition for a higher education course which relates to and supports the goals of both the site program and the Board of Education.

6.3.2.1 The above exceptions shall not be disapproved for arbitrary or capricious reasons.

6.3.2.2 Any expenses incurred under Section 6.3.2 shall be deducted from the teacher's maximum stipend (pursuant to 18.20).

6.3.2.3 On days other than the normal schedule, the adverse effects on preparation time shall be considered and minimized whenever possible.

#### 6.4 Faculty Meetings

Faculty meetings shall not normally be held more than once every two (2) weeks, nor exceed 60 minutes in duration.

#### 6.5 Collaboration Time

6.5.1 Collaboration shall occur for one and one-half (1.5) hours every two weeks on Tuesday or Thursday. Additional pay shall be included on the pay scale.

Teacher accountability documentation shall take no more than five minutes of planning time. Collaboration time will be paid at 1/6.5 of the teacher's per diem rate. Evidence of such meetings shall consist of a brief overview with information to include teachers present, focus of discussion and/ or desired outcome. Summary to be submitted at the end of the meeting.

6.5.2 The district's and association's goal is to develop and implement PLC's driven by the four essential questions of the PLC model (see below) and shall include the following activities:

1. What is it we want our students to learn?
2. How will we know if each student has learned it?
3. How will we respond when some students don't learn it?
4. How can we extend and enrich the learning for students who have demonstrated proficiency?

#### Professional Learning Community Development

- a. Professional Learning Communities (PLC) are collaborative instruction teams that regularly convene to increase student achievement based on both quantitative and/or qualitative data.
- b. PLCs are teacher-driven teams that employ a collaborative structure of professional development and are designed to include input from all campus stakeholders.
- c. PLC teams can be designed by grade level, subject matter, specific student groups, departments, vertical teams, or horizontal teams, including cross-curricular teams.
- d. PLC meetings shall not be used to implement site or district directives that do not relate to PLC team objectives.
- e. PLC meetings shall not be used for purposes that do not promote better teaching /learning (cleaning the room, making copies discussing site/district policies unrelated to instruction, etc.)

Acceptable uses of collaboration shall include:

##### A. Strategic Planning

1. Lesson design and planning, vertical and horizontal
2. Cross-grade level planning on subject matter
3. Discussing establishing behavioral interventions and strategies



## B. Data Analysis

1. Goal-setting for students based on formative tests

## C. Instructional Design

1. Collaborating on Units of Study preparation
2. Developing and revising instruction
3. Differentiated instruction for significant subgroups (such as Special Ed, EL, Foster Youth, etc.)

Other topics may be established by mutual agreement of faculty and administration.

### 6.5.3 Collaboration time is not:

- a. Intended for additional staff meetings
- b. Scheduling/conducting other District, Association, or site meetings
- c. Making copies
- d. Classroom maintenance
- e. Discussing site/district policies unrelated to instruction
- f. Administratively-imposed assignments or tasks

## 6.6 Reporting Time

A teacher is required to report for duty fifteen (15) minutes in advance of the first assigned class or preparation period, and to remain on duty fifteen (15) minutes after the last assigned class or preparation period. The hours of teachers not assigned to regular classroom duties shall be similar to those of regular classroom teachers at that site.

## 6.7 Consecutive Time

A teacher's regularly scheduled daily work assignment shall be in a consecutive time block unless otherwise agreed to in writing by the teacher and the site administrator.

## 6.8 Secondary Seven-Period Student Day

6.8.1 The District may schedule classes for which there exists a demonstrated need outside the regular six period day.

6.8.2 Staffing of such periods shall be made utilizing volunteers first. If more than one qualified volunteer applies, the applicant with the highest District seniority within the department shall receive the assignment.

6.8.3 Involuntary staffing of such periods shall be made according to reverse seniority within departments.

6.8.4 No teacher shall be involuntarily assigned to a class scheduled before the first regular period of the day.

6.8.5 The six (6) periods (five [5] instructional and one [1] preparation) assigned to a teacher shall be contiguous.

6.8.6 For teachers assigned to the seven period student day, staff meetings will be contiguous with those teachers' schedules.

## 6.9 Saturday School

6.9.1 Teaching of Saturday School shall be considered teacher bargaining unit work.

6.9.2 Assignment of teachers to Saturday School shall be on the basis of interview and select at the school site (see Article 16.4.7).

6.9.3 Staffing shall be on a rotational basis among satisfactory candidates at the school site.

6.9.4 Class size shall be 45 students for Saturday School only. The District may assign ten (10) more students, predicated on the assumption of "no-shows."

6.9.5 The District shall provide readily available administrative support for purposes of discipline and required accounting.

6.9.6 Teachers assigned shall be paid at 70% of the teacher's daily rate, commensurate with the percentage of the regular day.

## 6.10 Non-Required Time

6.10.1 No teacher shall be required to teach or assist in an evening session; there shall be no loss of benefits or salary for such refusal.

6.10.2 A teacher shall not be required, during his/her preparation period, to substitute for another teacher, except in an emergency.

## 6.11 Lunch Period

Each teacher shall be entitled to at least a thirty (30)-minute duty-free, uninterrupted lunch period. The lunch period, including passing periods, shall be equivalent to the student lunch period, and any deviations shall be with the agreement of the teacher and the site administrator.

## 6.12 Bathroom Breaks

The site administrator shall be responsible for arranging necessary bathroom breaks for teachers, when requested by individual teachers.

## 6.13 Meeting Schedule

Each unit member agrees to give priority to those activities designed by the site administration and the faculty.

6.13.1 Monday and Thursday: Site meetings may be scheduled subject to 72 hours notice, absent an emergency – Monday and Thursday.

6.13.2 Tuesday: Faculty meetings, school department meetings, collaboration meetings.

6.13.3 Wednesday: Professional organizational meetings called by the Association.

6.13.4 Thursday: Collaboration Meetings

6.13.5 Friday: No District required meetings.

6.13.6 Meetings outside this schedule shall be with the consent of the Association.

6.13.7 In months that include a fifth Tuesday, there will be no District required meetings. This likewise applies to a month's fifth Thursday for sites that make use of Thursdays for meetings.

#### 6.14 Non-Teaching Duties Within the Teacher's Work Day in Grades K-8

6.14.1 In grades K-8, the site administrator shall develop a roster of non-teaching duties to be performed by teachers during the teachers' work day. Such roster will be reviewed with the site Liaison Committee and shall be consistent with the purpose and intent of Section 6.14.5 below.

6.14.2 Each teacher shall be provided the opportunity to select duties of his/her own choice.

6.14.3 If volunteers are insufficient to perform needed duties or if an inequitable distribution of duties exists, then the site administrator may re-assign or assign teachers to perform rostered non-teaching duties.

6.14.4 Administrative assignments to non-teaching duties shall not be arbitrary, capricious, or discriminatory.

6.14.5 As soon as practicable after ratification of this Agreement, the administrator and Liaison Committee at each site shall meet for the purpose of evaluating available site resources to formulate a plan for providing supervision of students outside of instructional time, with emphasis on reducing non-instructional duties. If the administrator and Liaison Committee cannot come to an agreement on a plan, it will be forwarded to the Association and District representatives for resolution. If the District and Association are unable to come to resolution on this matter, the prevailing practice of assigning duties shall continue.

6.14.6 Teachers in grades K-8 shall not be required to perform before-school duties, except in emergency situations. An emergency back-up system, including what constitutes an emergency, shall be jointly developed by the Liaison Committee and the site administrator.

6.14.7 K-8 teachers shall not be required to distribute, keep records for, or collect student lunch tickets.

#### 6.15 Non-Teaching Duties in Grade Levels 9-12

Non-teaching duties at the high school level during the teacher's work day will be completed in the same manner as they were during the 1978-79 school year.

6.16 Non-Teaching Duties Beyond the Teacher's Work Day

- 6.16.1 Each teacher may be required to attend either Back-to-School Night or Open House. Each teacher shall receive a notice from the site administrator ten (10) working days prior to the event.
- 6.16.2 The District shall not, except as provided herein for Back-to-School Night or Open House, assign teachers to perform duties beyond the teacher's work day.
- 6.16.3 A teacher may volunteer to participate in non-teaching duties which take place beyond his/her teacher work day.

6.17 In-Service

- 6.17.1 Special Education teachers who are assigned to locations not participating in the School-Based Coordinated Program may be assigned up to twelve (12) hours of required in-service meetings in two (2) blocks of time up to six (6) hours per block, on days when pupils are not assigned. It is understood that Special Education teachers who are assigned to locations that are participating in the School-Based Coordinated Program may be required to attend District- wide meetings as part of the school sites' in-service.

The District will attempt to schedule the District-wide Special Education in-service meetings on dates that the school sites are conducting grade level or departmental activities.

- 6.17.2 Teachers, excluding Special Education teachers, assigned to locations not participating in the School-Based Coordinated Program may be assigned up to six (6) hours of required in-service meetings. Such in-service meetings shall be in addition to the regular work day of teachers and subject to the following:
  - a. Any in-service meeting shall be scheduled thirty (30) days in advance of presentation and announced to all affected unit members fifteen (15) calendar days prior to in-service date.
  - b. In-service meetings shall be scheduled within the District and contiguous with the regular work day of unit members.
  - c. No more than three (3) in-service meetings may be scheduled pursuant to this section during each year of this Agreement.

6.18 Calendar

- 6.18.1 The District and the Association agree to add three (3) additional work days starting in the 2017-2018 school year, to be paid at the individual teacher's per diem rate. Two (2) of the days shall be professional development days. The other day shall be a teacher preparation/planning day (without site or District level meetings or assignments) in order to prepare for the first day of school.
- 6.18.2 Beginning with the 2015-2016 school year the modified traditional schedule calendar shall consist of 184 days in each year of the Agreement, including two (2) professional development days to be contiguous with the work-year, one (1) orientation day, 180 student contact days, and one (1) non-student contact day. The 184<sup>th</sup> day shall be a minimum day (240 minutes).

6.18.2.1 Beginning with the 2017-2018 school year the modified traditional schedule calendar shall consist of 187 days in each year of the Agreement, now including the following:

- four (4) professional development days to be contiguous with the work-year
- one (1) teacher preparation/planning day, pursuant to 6.18.1
- one (1) orientation day
- 180 student contact days
- one (1) non-student contact day, which shall be a minimum day (240 minutes) and take place after all student contact days have occurred.

6.18.3 New Teacher Orientation - At the discretion of the District, teachers new to the District shall attend up to two (2) days of new teacher orientation prior to the start of the school year for regular teachers. Each new teacher who participates in the new teacher orientation shall be paid at his/her daily rate.

6.18.4 New Teacher In-Service – In addition, at the discretion of the District, teachers new to the District shall attend up to five (5) days of new teacher in-service prior to the start of the school year for regular teachers. Effective July 1, 2003, newly hired teachers who participate in the new teacher in-service shall be paid their daily rate for the up to five (5) additional orientation days at the beginning of the year.

6.18.5 PD (Professional Development) Day Offerings

The District shall survey all teachers (concurrently with the Association) in advance of PD calendar-day offerings being designated, accounting for input-patterns across teachers by subject areas, life levels, and other specializations. All such surveys must be designed jointly by the District and the Association, with all survey results made immediately available to both parties. Any District-collected unit member PD post-feedback must be anonymous and must likewise be shared with the Association upon its availability. PD offerings shall acknowledge and reflect survey results, but need not be exclusively limited to survey findings. It is understood that State mandates, curricular changes, safety needs, and other identified needs may dictate additional PD offerings outside surveyed results.

6.18.6 Required Asynchronous Trainings

When unit members are required to complete asynchronous training, (e.g. Keenan online training) time to complete the training shall occur during any of the following times whenever explicitly scheduled as such by the District:

- teacher PD day training slots
- the orientation day before the first day of school for students (6.18.2.1)
- regularly scheduled staff meetings

All required training shall be completed within the required timeline. If a timeline requirement is not met due to lack of time provided, the teacher shall be paid at their hourly rate for the time required to complete the training.

Newly hired teachers will be provided time for required initial Keenan training during orientation week.

### 6.18.7 Bargaining of Instructional Year

Beginning in the 2022-2023 school year, the instructional calendar will be negotiated and developed for the upcoming three instructional years. For example, by the end of the 2022-2023 instructional school year, the 2023-2024, 2024-2025, and 2025-2026 school year calendars will have been completed. Through this process, calendars will be provided that extend out for three years perpetually.

The District and Association reserve the right to mutually waive this provision, its timing, or the length of calendar establishment for any cycle.

### 6.19 Procedure When Substitute Is Not Available

Stockton Unified School District (“District”) and Stockton Teachers Association (“Association”) hereby agree to the following procedure if the substitute is not available:

If a substitute is not available for a classroom teacher, the site administrator or designee has the discretion to request that a classroom teacher or teachers, on a voluntary basis, teach the additional students for one (1) day or one (1) instructional period. These additional students may not be counted for class size overages.

#### a. Elementary and Intermediate (“class splitting”)

At the elementary level, the site administrator or designee may select from a list of teacher volunteers on a voluntary basis to teach the additional students for the day. The current substitute daily rate of pay shall be paid entirely to one (1) classroom teacher if that teacher teaches all of the additional students for the entire day, or shall be split proportionately if two (2) or more classroom teachers each teach the additional students for the entire day.

At the intermediate level, the same shall apply as with the elementary level above except when prep-period based coverage is used rather than class splitting (similar to a high school schedule) in which case the secondary subsection below shall apply.

#### b. Secondary (prep-period based substituting, whole-class)

At the secondary level, the site administrator or designee may select from a list of teacher volunteers to teach one (1) period only during his/her prep period. For traditional teaching assignments (i.e., six year-long periods of five classes and one preparation period), each teacher who teaches one (1) period during the teacher’s prep period shall be paid one fifth (1/5) of the current substitute daily rate of pay.

For non-traditional schedule assignments, this subsection’s fractional per-diem rate shall be modified in proportion to the difference in schedule. E.g. in a 4x4 block schedule wherein teachers have a preparation period and three classes of around 90 minutes each, the pay rate for substitute coverage by a teacher is one third (1/3) of the pertinent substitute rate rather than one fifth (1/5). In such coverage, teacher/lesson preparation is considered the responsibility of the teacher of record, not of the teacher substituting.

c. Secondary Prep Buyout (semester long teaching assignment during prep, not substituting)

Whenever in a secondary level context (i.e., the teacher teaches an extra class long-term during their prep, rather than merely substituting for a class period for the day), the teacher's additional class coverage and recognized preparation labor shall accordingly be compensated with one fifth (1/5) of the teacher's per-diem. This compensation applies to all instructional days the teacher is responsible for the extra class, Adequate teacher preparation time is still the responsibility of the teacher who accepts this additional class period.

For non-traditional schedule assignments, this subsection's fractional per-diem rate shall be modified in proportion to the difference in schedule. E.g. in a 4x4 block schedule wherein teachers have a preparation period and three classes of around 90 minutes each, the pay rate for prep-period buyout is one third (1/3) of the teacher's per diem. Adequate teacher preparation time is still the responsibility of the teacher who accepts this additional class period.

d. Substitute Teachers During Prep

If a substitute teacher at the secondary level voluntarily teaches a sixth period, the substitute shall be paid one fifth (1/5) of the current substitute daily rate of pay for the sixth period, as the normal high school absence coverage would have been five classes.

For non-traditional teaching contexts (as above), this fractional substitute daily rate shall be likewise modified in light of the site's teaching schedule. E.g. in a 4x4 block schedule, the substitute teacher would be paid an additional one third (1/3) for covering a fourth class in addition to the three classes required to cover for one absent teacher.

e. Non-Classroom Teachers

Unit members with no class-based assignment (i.e. no student class roster) who substitute for classes in addition to their normal duties shall receive compensation commensurate with the previous subsections. Class splitting with accompanying ratios shall not be used in these instances, but only whole classes.

Namely:

- current substitute daily rate of pay for full-day elementary/intermediate;
- one fifth (1/5) of the current substitute daily rate for a traditional secondary period;
- one third (1/3) of the current substitute daily rate for a 4x4 secondary period; and
- similarly respective proportionate fractions for other schedules.

At minimum, this subsection applies to Program Specialists and Instructional Coaches. However, it is understood by the Parties to apply universally to any unit member not already rostered students for live instruction/support during the time slot(s) they are substituting.

This procedure shall apply only to the TK-12 program.

Time sheets for timely payment must be submitted to the administrator on the last working day of each month.

6.20 Parent/Teacher Collaboration & Engagement

6.20.1 Teachers shall collaborate and engage with parents throughout the course of each school year. Parent/teacher collaboration shall be compensated for nine (9) hours salary as reflected in Article 18.

6.20.2 Activities that successfully fulfill parent/teacher collaboration shall include, but not be limited to:

- a. Parent/teacher conferences
- b. High School classroom presentations
- c. Academic Parent Teacher Meetings (*e.g.* SIG)
- d. Parent training
- e. Subject matter presentations

6.20.3 Beginning in the 2017-2018 school year, an additional nine (9) hours of Parent Teacher Collaboration and Engagement time will be added to be used for parent teacher conferences.

Elementary Schools:

At least fifteen (15) hours will be used for parent/teacher conferences and will be completed within forty-five (45) working days of the Fall assessment results being available. At a minimum, teachers will make all reasonable efforts to conference with parents in the Fall. If any of the fifteen (15) hours remain after meeting all parents in the Fall, the remaining hours may be utilized after the Winter assessment. The other three (3) hours will be used for open house or back to school night. Each elementary school will have a Fall back to school night and a Spring open house.

High Schools:

Each high school will spend at least nine (9) hours on parent conferences. High school parent conferences will prioritize parent/teacher meetings for students in danger of failing and will occur within thirty (30) days after first semester and second semester progress reports. Three (3) hours will be used for open house or back to school night. Each high school will have a Fall back to school night and a Spring open house. For the remaining six (6) hours, each high school teacher will choose at least one of the activities listed in Article 6.20.



## 7. LEAVES

### 7.1 Definitions

7.1.1 "Immediate Family" is defined as, the employee's spouse or registered domestic partner; or the parent, grandparent, child, grandchild, sibling or aunt/uncle (inclusive of step-, half-, foster-, and -in-law) of the employee or of the employee's spouse or registered domestic partner; or any relative living in the immediate household of the teacher.

Subject to mutual approval by the District and Association, any state or federal regulations that would explicitly add qualifying relatives to the employee context of this Agreement shall be honored as part of the above list.

7.1.2 "Household" shall include blood relatives of the teacher or the teacher's spouse or registered domestic partner who reside in the domicile of the teacher.

7.1.3 "Paid Leave of Absence" means that a teacher shall be entitled:

- to receive wages and all fringe benefits;
- to return to the same assignment which (s)he enjoyed immediately preceding the commencement of the leave, contingent upon the provisions of the Transfer Policy; and
- to receive credit for annual salary increments provided during his/her leave.

7.1.4 "Unpaid Leave of Absence" means that a teacher shall be entitled to have the option to purchase the same fringe benefits accorded teachers who are on paid leave.

### 7.2 Class A Sick Leave

Absence due to illness; injury; quarantine; teacher visits to doctor, dentist or other health care practitioner; hospital care; home care; convalescent home care for treatment of any illness, injury or temporary physical disability verified in writing by the teacher's health care practitioner.

7.2.1 Regular full-time teachers shall accrue one (1) day of paid sick leave credit for each month in which they perform duties. In no case shall the teacher receive less than eleven (11) days for a regular school year.

7.2.2 The total days of sick leave accruing in each school year shall be credited from the first day of paid service in that school year. The District shall provide written notice to each teacher by October 15 indicating the accrued sick leave total and sick leave entitlement for the current school year.

7.2.3 A teacher may use credited sick leave at any time during the school year.

7.2.4 Regular part-time teachers shall accrue sick leave credit in proportion to the fractional equivalent of full-time in which they perform assigned duties, rounded to the nearest half-day increment.

7.2.5 Unused sick leave credit for any teacher who leaves the District prior to retirement or who retires from employment in the District shall be reported to the STRS (State Teachers' Retirement System) for the retirement benefit calculation pursuant to law.

- 7.2.6 Unused sick leave credit may be accumulated without limit and may be transferred to any other school district with a transferring teacher pursuant to law.
- 7.2.7 For summer school sick leave, refer to Article 13 (Summer School).
- 7.2.8 Each teacher shall be entitled to utilize two (2) days of his/her sick leave allotment during each school year for discretionary leave. Discretionary leave may be utilized subject to fifteen (15) calendar days written notice via procedural leave input or via written notice to his/her supervisor.

Discretionary leave is only subject to approval/denial in any of the following three (3) conditions:

- If the leave is contiguous with non-instructional days, not including weekends (e.g., if it is adjacent to a week-long calendar break or three day weekend);
- If numerous unit members have already indicated the same day for discretionary leave (over 5% of unit members in the District, or over 20% of unit members at the site, or half of members in the same small District department);
- If discretionary leave is indicated fewer than fifteen (15) calendar days in advance as indicated above.

Under any of the three (3) conditions above, the District has the right to exercise discretion in anticipating hardship caused by the leave's timing and to potentially deny the leave accordingly. However, the District may not unreasonably deny discretionary leave, and can no longer deny discretionary leave once ten (10) instructional days have elapsed since the teacher's written notice of the leave was provided

- 7.2.9 Substitute teachers reference Article 22 (Substitute Teachers) for applicable sick leave provisions.

### 7.3 Class B Absence Other Than Illness

Class B leave may be granted for an absence requested for reasons involving the teacher's professional, civic, economic or physical well-being; or the well-being of the teacher's immediate family. The Superintendent may also approve a Class B leave for a teacher who is obligated to be unavoidably absent for other reasons. Such leave shall not be taken for recreation. No more than three (3) days of Class B leave may be granted in any one (1) school year. Class B leave shall not accumulate. A deduction in the amount of the daily substitute rate shall be taken from the teacher's earnings for each day of Class B leave granted.

### 7.4 Leave for Compelling Personal Reasons (CPR)

Each teacher shall be entitled to eleven (11) days of his/her sick leave allotment during each school year for compelling personal reasons.

- 7.4.1 Compelling personal reasons means any business or civic endeavor or activity which cannot be conducted before or after school and which requires the presence of the teacher. Leave for compelling personal reasons shall not be used for vacation or recreation.
- 7.4.2 A teacher shall not be required to secure advance permission to use leave for the purposes listed above. When possible, teachers shall provide at least a 24-hour notice to the District of

their intention to use leave for compelling personal reasons. It is understood by the District that situations may arise that prevent teachers from providing prior notice, and teachers will not be subject to any adverse impact in these situations.

- 7.4.3 Teachers shall be required to provide verification for use of CPR leave to the Human Resources Office when requested by the Assistant Superintendent of Human Resources, or designee.

## 7.5 Extended Illness Leave

Absence occasioned by any cause included under Class A which may be granted by the District for a period not to exceed five (5) months in any one (1) school year. Such leave shall not be granted until all unused credits for sick leave have been exhausted. Teachers granted extended illness leave shall receive the regular salary granted less the per diem rate for substitutes.

## 7.6 Parental Leaves

### 7.6.1 Maternity Leave

Any teacher who becomes pregnant shall be granted an unpaid leave of absence upon request for maternity leave purposes.

### 7.6.2 Pregnancy Leave

7.6.2.1 Pregnancy leave is a leave of absence for that period of time during which a teacher is temporarily disabled from employment due to pregnancy, miscarriage, childbirth or the recovery therefrom.

7.6.2.2 Notification for leave under this policy shall be made to the Assistant Superintendent of Human Resources in sufficient time to allow the District to arrange for a substitute. Notification shall be made no later than forty (40) days prior to the beginning date of leave requested.

7.6.2.3 The forty (40) day notice requirement shall be waived upon medical considerations verified by the teacher's physician.

7.6.2.4 Notification of Pregnancy Leave - The length of the leave of absence, including the date on which the leave shall commence and the date on which the teacher shall resume duties, shall be determined by the teacher and the teacher's physician.

7.6.2.5 The District reserves the right to verify the period of actual temporary disability by consultation between the teacher's physician and a District-appointed physician.

7.6.2.6 This policy shall not discriminate against evidence of treatment and the need therefore by the practice of the religion of any well-recognized church or denomination.

- 7.6.2.7 Accumulated sick leave shall be applied to the period of actual physical disability for absence made necessary by pregnancy, miscarriage, childbirth or the recovery there from.
- 7.6.2.8 The teacher's fringe benefits shall be maintained during such periods of actual temporary physical disability.
- 7.6.2.9 Any teacher returning from Pregnancy Leave which began and ended in the same school year shall be treated as returning from a period of temporary disability and shall be returned to the same assignment. In the event of a reduction in staff at the teacher's assignment site, the procedures provided for in Article 17, Transfer and Assignment, shall apply.
- 7.6.2.10 Any teacher returning from Pregnancy Leave at any other time shall be offered the same assignment which would have been offered had no such leave been taken, in accordance with procedures provided in Article 17, Transfer and Assignment. The assignment/slot the teacher left when she took her leave shall be reserved for her. The Human Resources Office shall continue to identify and hold that slot by recording any shifts in enrollment, etc. All such shifts shall be consistent with Article 17, Transfer and Assignment.
- 7.6.2.11 The District shall not, because of pregnancy of any female person, refuse to hire or employ her or refuse to select her for a training program leading to employment, or discriminate against her in compensation or in terms, conditions, or privileges of employment.

### 7.6.3 Child-Rearing Leave

Upon request, the District shall provide a male or female teacher who is a natural or adopting parent an unpaid leave of absence for the purpose of rearing his/her infant child. A teacher shall notify the District that (s)he intends to take such leave at least four (4) weeks prior to the anticipated date on which the leave is to commence. Child rearing leave will be expanded to allow a unit member to have the leave extended on a year-to-year basis for bona fide child rearing, not to exceed five (5) years under any circumstances.

- 7.6.3.1 Upon request, the District may extend the child-rearing leave, provided, however, that at the end of the extension, if it is for one (1) year or less, such teacher shall be entitled to return to the same position and shall not receive credit for a second annual salary increment but shall be entitled to other benefits provided in this section.

### 7.6.4 Adoption and Bonding Leave

7.6.4.1 Any teacher who is adopting a child shall be entitled to three (3) days of paid leave for the purpose of caring for the needs of the adopted child and may be given an unpaid leave of absence upon request.

7.6.4.2 The "Parties" agree to Bonding Leave Provisions contained in Education Code section 44977.5.

7.7 Industrial Accident and Illness Leave

Section 44984 of the Education Code is supplemented as follows:

- 7.7.1 The number of days for one (1) leave or the total number of days allowed in one (1) school year for more than one (1) such leave shall not exceed sixty (60) days.
- 7.7.2 The teacher's temporary disability indemnity and the portion of salary due him/her during his/her absence shall equal his/her full salary.
- 7.7.3 A teacher shall be deemed to have recovered from an industrial accident or illness, and is thereby deemed able to return to work, at such time as he/she and his/her physician agree that there has been such a recovery.
- 7.7.4 An industrial accident or illness, as used in this paragraph, means any injury or illness whose cause can be attributed to the performance of service for the District.
- 7.7.5 A teacher using this leave shall return to his/her same position.

7.8 Bereavement Leave

The Superintendent or designee shall grant a paid leave of absence to a teacher in the event of the death of a member of the immediate family or the teacher's household as defined herein. Three (3) days of such leave will be granted when travel does not exceed 250 miles one way or five (5) days if travel exceeds 250 miles one way. This leave shall not be deducted from sick leave.

Subject to the availability of substitutes to cover the existing duties, the District will also provide bereavement leave during the work day for teachers to attend a memorial service or funeral for a deceased staff member or for that of a student who had been enrolled with the staff member in the current term. This leave shall extend for the time necessary to attend such service in the local area.

The District reserves the right to request documentation for all bereavement leave.

Members experiencing bereavement regarding family not explicitly considered "Immediate Family" per 7.1.1 are permitted to use Compelling Personal Reasons leave, as bereavement for non-immediate family qualifies as a compelling personal reason.

7.9 Jury Leave

A teacher called as a trial juror shall be given release time to fulfill the duties of jury service for the number of days certified by the jury commissioner. During such period, the teacher's daily rate of earnings shall be reduced by the fee collected for such service except mileage.

7.10 Emergency Leave

The Superintendent or designee may authorize leave up to two (2) working days when a member of the teacher's immediate household or immediate family as defined herein who suffers an accident, sudden illness or injury, is hospitalized or delivered to a physician's office or treatment facility or when the identified person is in need of such emergency treatment. The circumstances of the emergency must be verified in writing to the Superintendent or designee within 72 hours after the

return of the teacher to regular duties. Days of leave taken under this section shall be deducted from the entitlement of sick leave at the rate of one-half day per day of emergency leave. A total of four (4) emergency leave days per school year may be authorized.

#### 7.11 Legislative Leave

A teacher who is elected to a local, state or national office shall be entitled to an unpaid leave of absence for the length of his/her term or terms of office.

7.11.1 The teacher on such leave shall notify the District of his/her intended return at least three (3) months in advance.

7.11.2 The teacher on such leave shall be entitled to return to his/her same position at the end of the leave, but shall not be entitled to any of the other benefits accorded by Section 7.17.

#### 7.12 In-Service Leave

Teachers may be granted one (1) day or less paid leave for each school year for the purpose of (a) visiting another school or department within the District or in another district for professional improvement, or (b) attending a conference at the teacher's own expense, which has been approved by the Associate Superintendent of Educational Services. In any instance, advance approval must be given. The teacher shall apply for such approval to the principal.

#### 7.13 Military Leave

7.13.1 A teacher who is inducted, enlists, enters, or is otherwise ordered or called into active as a member of the armed forces of the United States, shall be granted a military leave of absence.

7.13.2 Any teacher who is a member of the reserve corps of the armed forces or of the National Guard or the Naval Militia shall be entitled to a temporary leave of absence while engaged in military duty ordered for purposes of military training, drills, encampment, naval cruises, special exercises, or like activity, providing that the period of duty does not exceed 180 calendar days including the time involved in going to and returning from such duty.

7.13.3 Upon return from military service to District service, a teacher shall be entitled to all the rights privileges which he/she would have enjoyed if he/she had not been absent.

7.13.4 Any teacher recalled by the military while employed shall continue advancement on the salary schedule in the same manner as though he/she were teaching, however, unit requirements must be met for the next step.

7.13.5 A teacher who is called into active military duty or who is on a temporary military leave of absence, and who has been in the service of the District for a period of not less than one year immediately prior to the date on which the absence begins, shall be entitled to receive one-tenth of his/her annual salary. The school district shall pay him/her this amount immediately upon receipt of verified information which indicates that the teacher is actually in military service and has been so for at least thirty (30) days. No more than one (1) payment shall be allowed for this leave during any one (1) fiscal year.

## 7.14 Association Leave

### 7.14.1 Association President's Leave

7.14.1.1 Upon request of the Association, the Association President shall be granted a leave of absence during his/her term of office to conduct business pertinent to Association affairs.

7.14.1.2 The Association President shall be paid his/her full salary and fringe benefits by the District; and the Association shall reimburse the District for the full salary, related costs, and fringe benefit expenses.

7.14.1.3 Upon termination of an Association leave, the Association President shall maintain placement at the worksite worked at immediately prior to the transition to being fully released as president before any provisions of Article 17 (Transfer and Assignment) take effect, such as Rebalancing provisions. In anticipation of this release terminating, the Association President retains access to all forms of voluntary transfer listed in Article 17.

### 7.14.2 Other Association Leave

The District shall grant Association leave to teachers designated by the Association President to attend to lawful business pertinent to Association affairs. Such leave shall be limited to a maximum of ten (10) days for any individual unit member each school year; however, additional days shall be granted for unit members to attend state or national conferences. The Association shall request such leave by advance written notice to the Assistant Superintendent of Human Resources.

Association shall pay the District the amount of the daily substitute rate for each day of leave in accordance with this section.

## 7.15 Sabbatical Leaves

Leaves during any semester shall be limited to 1% of the teachers in the unit. If the number of eligible applicants does not exceed 1% each of the applicants may be granted a sabbatical leave so long as the purpose of such leave is to pursue a program of study, research, or travel which may be of benefit to the schools as determined by the District. If the number of eligible applicants exceeds the 1% maximum, selection may be made on the basis of District-wide seniority, subject only to the same purpose-of-program restriction referred to above.

7.15.1 The District shall pay to a teacher on sabbatical leave fifty (50%) percent of his/her full salary. There shall be no reduction in fringe benefits during the term of a teacher's sabbatical leave.

7.15.2 A teacher who is to go on sabbatical leave and the District shall develop a payment schedule which is mutually acceptable to both parties at least thirty (30) days before the sabbatical leave is scheduled to commence.

7.15.3 The District shall provide the Association with sabbatical leave application forms within thirty (30) days of the Agreement.

7.15.4 While on sabbatical leave a teacher shall be eligible for all leaves of absence enumerated in this Article.

#### 7.15.5 Sabbatical Leave-Application Process

7.15.5.1 Any teacher 62 years of age or under, who has satisfactorily completed seven (7) consecutive years of teaching and/or administrative service in the District, four (4) of which must have been as a tenured teacher, may apply for sabbatical leave. No more than one (1) full year of sabbatical leave shall be granted any teacher during a seven (7) year period of employment.

7.15.5.2 A complete, formal application form for a sabbatical leave, including the plan for study and/or travel, must be filed with the Human Resources Office before November 1 of the year preceding the school year for which the leave is requested (Applications received after the November 1 deadline will be given consideration only if there are available slots after those applications received prior to the November deadline have been processed).

7.15.5.3 An applicant will be notified of the receipt of his/her sabbatical leave application within ten (10) days.

7.15.5.4 Applications will be submitted to the District at its first public meeting in January.

7.15.5.5 Applicants will be notified of approval or disapproval of the applications not later than February 1.

7.15.5.6 Acceptance of the sabbatical leave must be made in writing by February 10.

7.15.5.7 Alternates will be designated. Alternates will be notified in designated order, according to the provisions of the policy, if any sabbatical leaves are not accepted.

7.15.5.8 If an accepted applicant wishes to become an alternate, the first alternate will be given the sabbatical leave and the accepted applicant will be placed on the alternate list.

7.15.5.9 The teacher must agree to return to service in the District for a two (2) year period after the completion of the sabbatical leave.

7.15.5.10 Placement in the same school and position upon return from sabbatical leave shall be guaranteed in writing, contingent upon the provisions of the Transfer Policy.

#### 7.15.6 Indemnity Bond

If the teacher chooses to be paid during the time he/she is on leave, he/she shall post a suitable bond, before beginning sabbatical leave, indemnifying the District for any salary paid him/her during the period of sabbatical leave in the event he/she fails to complete his/her proposed program of study and/or travel or fails to return to the District to teach for at least two (2) years immediately following his/her sabbatical leave.

Failure of a teacher to return to teach in the District for at least two (2) years immediately following his/her sabbatical leave or failure to complete satisfactorily his/her scheduled program of study and/or travel shall not result in forfeiture of his/her bond, provided such



failure is due to his/her death or physical or mental disability certified by a licensed physician.

#### 7.15.7 Report of Leave

A written report must be submitted to the Superintendent within sixty (60) days after the teacher returns. This report should contain the names of the areas visited, the courses completed, the material such as slides, pictures, or other things which could be exhibited, and other contributions he/she can make to the District as a result of his/her leave.

#### 7.15.8 Short-Term Sabbatical Leaves

In addition, the District may grant short-term sabbatical leaves.

7.15.8.1 Such leaves will be for the same purposes as listed above.

7.15.8.2 A total of twenty (20) weeks during the school year will be provided.

7.15.8.3 A teacher granted a short-term sabbatical leave shall receive fifty (50) percent of his/her scheduled salary for this period.

7.15.8.4 No individual leave shall be granted for less than two weeks (2) nor more than four (4) weeks.

7.15.8.5 A teacher must have completed seven (7) consecutive years of full-time service in the District before becoming eligible for a short-term sabbatical. No more than one (1) short-term sabbatical shall be granted a teacher during a seven (7) year period.

7.15.8.6 This will not preclude a teacher from participating in the full-year sabbatical leave program described in 7.15.1 through 7.15.7.

#### 7.16 Other Leaves

7.16.1 Upon request of the teacher, the District may grant a paid or unpaid leave of absence to any teacher for a purpose other than those listed above. This leave is granted on a year-to-year basis, not to extend beyond three (3) years, except in cases of leave for educational renewal which may be extended to five (5) years. The District shall annually request in writing that teachers on leave declare their intent to return. This request may be made as early as January 1 of each year. Unit members must respond within forty (40) calendar days of the written notice from the District.

7.16.2 A teacher shall be entitled to leave to serve as a witness under subpoena other than as a litigant and not brought through the connivance or misconduct of the unit member.

7.16.3 A teacher shall be entitled to one (1) day of paid leave to care for his/her dependent(s).

#### 7.17 Catastrophic Leave Program

Using days contributed to the Catastrophic Leave Bank ("CLB") from enrollment as outlined in 7.17.7, 7.17.8, and/or previous enrollment contributions, a catastrophic leave program shall provide additional sick leave benefits for enrolled members as follows:

- 7.17.1 A teacher who is entitled to paid sick leave and who is experiencing catastrophic illness or injury is entitled to the benefits of this program if the teacher has exhausted all of his/her sick leave.
- 7.17.1.1 The teacher must provide verification of catastrophic illness or injury in a manner acceptable to the District and must request the leave in writing.
- 7.17.1.2 The teacher must have previously become a member of the Catastrophic Leave Program pursuant to Section 7.17.5.
- 7.17.1.3 The benefits of this program are limited to one (1) occurrence per fiscal year.
- 7.17.2 "Catastrophic illness" or injury means an illness or injury that is expected to incapacitate the teacher or a household member (as defined in 7.1.2) for whom the teacher is the caretaker for an extended period of time, and the taking of extended time off work creates a financial hardship for the teacher because he/she has exhausted all sick leave.
- 7.17.3 "Eligible leave" credits means sick leave accrued to the donating employee.
- 7.17.4 In order to be eligible for this program, the teacher must be eligible for benefits under the salary protection insurance policy. The maximum allocation from the Catastrophic Leave Bank shall be no more than the difference between the number of personal sick leave credits the employee has accumulated at the beginning of the absence, and the thirty (30) calendar days' waiting period for the income protection plan benefits to commence.
- 7.17.5 A teacher may become a member of the Catastrophic Leave Program, and thereby become eligible for receipt of benefits under the program, by filing with the Human Resources Office an irrevocable donation of one (1) sick leave credit per school year unless the assessment is suspended pursuant to Section 7.17.6. All donations must be in full-day increments and are non-refundable. Donations beyond one (1) day per fiscal year must be approved by the District.
- 7.17.6 A committee comprised of three (3) representatives from the Association shall be established. The committee shall meet with a representative from the Human Resources to review and approve all applications for leaves to be charged to the Catastrophic Leave Bank. Each year, this committee has the authority to determine that an assessment for that year is unnecessary. The committee shall make such determination and notify the District not later than July 1st of each school year if the deduction of one day (1) sick leave credit is to be suspended for that year.

If this committee (or the Association in lieu) do not stipulate such suspension and the CLB has less than 500 days banked, deductions shall continue for CLB enrollees.

7.17.7 Commencing with the 2021 calendar year:

- 7.17.7.1 An annual enrollment period shall be announced to be made available during the month of May. The effective starting date of coverage for any enrollee shall be July 31 of the calendar year following the calendar year when the member enrolled.

*(Intent: a member enrolling in May experiences a deduction a few months later, but is not eligible for CLB usage yet. The following year, upon making a second CLB day donation, the member becomes eligible.)*

7.17.7.2 By June 30 of each year, the District shall provide the Association a report containing the most recent fiscal year of CLB numbers regarding enrollment, transactions, and balances. This shall include beginning and ending balances of days, the number of days donated, and total usage over the year, and include copies of previous years as requested.

7.17.8 Newly hired teachers shall have thirty (30) calendar days from the date of employment to enroll in the Catastrophic Leave Program and the effective date of coverage shall be first day of the month following enrollment. Newly hired teachers who enroll during the spring semester shall be exempt from assessment for the following school year.

7.17.9 To discontinue membership in the Catastrophic Leave Program, the member must provide written notice of the intent to withdraw during the period of June 15 to June 30 of each fiscal year, to be effective for the following fiscal year.

## 7.18 Miscellaneous

7.18.1 Absence for any purpose not enumerated shall be deemed to be an unauthorized leave. No teacher shall receive compensation for unauthorized leave.

7.18.2 A teacher's notification to the District that (s)he intends to resign shall remain revocable until such time as the District officially takes action on such notification.

7.18.3 Deductions from the pay of teachers for substitutes shall be made at the rate of pay actually paid to the substitute.

7.18.4 Prior to a teacher being docked pay for any reason, the District shall conduct an audit of the teacher's leave entitlement and inform the teacher of his/her entitlement and the proposed docking.

## 7.19 Family Care and Medical Leave

Any employee who has more than 12 months' service with the District, and who has provided at least 1,250 hours of service during the preceding twelve (12) month period is eligible for family care leave.

When members have concerns regarding the above qualifications, those concerns are eligible to be addressed during regularly held meetings between Human Resources and the Association. This includes members seeking to verify compliance with AR 4161.8/4261.8/4361.8.

The District may deny family care leave to a salaried employee who is among the highest-paid ten percent of district employees where the refusal is necessary because restoration of the employee to his or her position following the leave will result in substantial and grievous economic injury to the operations of the District. Prior to the leave, such an employee will be notified of his or her status as a key employee and the District's determination that it will refuse to reinstate the employee after the leave due to the above-described substantial and grievous economic injury which will result to the District.

If both parents of a child work for the District, each parent may take up to 12 weeks of family care and medical leave related to the birth or placement of the child. (see Board Policy AR 4161.8/4261.8/4361.8 for additional information).

7.20 Half-Day Leave

Whenever a half-day of leave is taken, the teacher's remaining half-day work hours commitment shall mirror the half-day calculation outlined for substitute teacher coverage in 22.4.1, with 50% of the day referring to 50% of the teacher's actual contract-day minutes.

## 8. LIAISON COMMITTEE

- 8.1 As soon as possible after the execution of this Agreement, the teachers of each school shall select a Liaison Committee for each school building or support group from Association members at that school, which shall meet with the principal or that group's immediate supervisor at least once a month during that regular school year to consult regarding the local school programs.
- 8.2 The Liaison Committee together with the principal or that group's immediate supervisor may develop the focus areas for staff development consistent with the school's need to improve as evidenced by student outcomes.
- 8.3 School program consultations may include, but are not limited to:
- a. Curriculum content and philosophy
  - b. Teacher personnel policies
  - c. In-service training and faculty meetings
  - d. Pupil personnel/student supervision policies
  - e. Local budget allocations and priorities
  - f. Selection of materials for media centers/libraries
  - g. Scheduling, including minimum days and parent conference days
  - h. Planning and implementation of categorical programs
  - i. School safety issues
- 8.4 The Liaison Committee shall be composed of one (1) member for every ten (10) teachers in the school building or support group, but will not have less than two (2) nor more than seven (7) members. The number of teachers may exceed this ratio with mutual agreement of the Superintendent and the President of the Association.
- 8.5 The Liaison Committee, at its advance written request, shall be allotted a period of time at faculty meetings which shall not exceed five (5) minutes to present information concerning consultations of the Liaison Committee as specified in this Article.
- 8.6 Nothing in this Article shall supersede the right of the Association to consult as provided for in the Act.

## 9. MISCELLANEOUS

### 9.1 Professional Growth

- 9.1.1 Those employees who, as of September 1, 1985, do not hold a clear multiple or single subject teaching credential, shall develop an individual program of professional growth which consists of a minimum of 150 clock hours of participation in activities which contribute to competence, performance, or effectiveness in the profession of education. Employees who do not have a clear part-time Designated Subjects Adult Education Teaching Credential shall develop a program consisting of a minimum of 50 hours. Employees who do not have a clear part-time Designated Subjects Vocational Education Teaching Credential shall develop a program consisting of a minimum of 75 hours. This program is to be completed within each five (5) year period. The initial five (5) year period begins September 1, 1985, or on the date that a credential takes effect after September 1, 1985.
- 9.1.2 If there is any change, delay, or repeal in the Education Code and/or California Code of Regulations sections within the scope of negotiations relating to professional growth requirements, either party may reopen negotiations on such changes within sixty (60) days of such changes.
- 9.1.3 Prior to beginning an activity which could accumulate clock hours, the teacher shall submit the proposed plan to his/her professional growth advisor. Within five (5) working days, the professional growth advisor shall review the proposed plan. If the proposed plan is not in conformance, then the reasons for non-conformance shall be placed in writing by the professional growth advisor. If the teacher desires to amend an already-approved activity for accumulation of clock hours, the same process shall be followed.
- 9.1.4 Clock hour is determined by the actual time spent in the pre-approved professional growth plan activities, with the following exception: for courses taken from an accredited college or university, each semester unit shall equal fifteen (15) clock hours and each quarter unit shall equal ten (10) clock hours.
- 9.1.4.1 For each hour that an employee spends directly involved in an activity that is identified in a signed professional growth plan, the employee shall record one (1) clock hour of time on the professional growth record.
- 9.1.4.2 In a professional growth record, an employee shall not record any time spent traveling to or from a professional growth activity, or any time spent completing routine out-of-class assignments such as reading assignments or preparing for tests for an approved course, workshop, teacher center program, staff development program or professional conference that the employee attends. An employee may record time spent on out-of-town assignments if the employee and the professional growth advisor agree that the assignments qualify as professional growth domain (s) and activities in the categories defined in Section 80558(b) and (c) of Title California Code of Regulations, attached hereto as Appendix F. Time spent preparing to make formal presentations in professional conferences, or as the instructor of a course, workshop, teacher center program or staff development program for teachers may be recorded.

The professional growth advisor may require the employee to explain how an activity satisfies or is likely to satisfy one or more of the domains and activities defined in Section 80558(b) and (c), above.

- 9.1.5 The District shall prepare a list of professional growth advisors. The list shall include all site principals. Each advisee shall select an advisor from the list of professional growth advisors. Professional growth advisors will work with teachers on a first come, first served basis.
- 9.1.6 The professional growth advisor shall approve or disapprove of proposed plans independently of any evaluation that may affect the employee's employment status.
- 9.1.7 Upon completion of the activity, the teacher shall submit to his/her professional growth advisor a form which contains the following information:
- Type of activity engaged in
  - Dates of the activity
  - The number of clock hours spent in the activity

The professional growth advisor shall sign the form and retain a copy. Upon completion of the required clock hours, the teacher shall submit all signed forms to the credentials clerk in the Human Resources Office for official verification. It is the teacher's responsibility to notify the appropriate State Agency of the verification. Upon the teacher's request, the Human Resources Office shall forward the verification to the State Agency.

- 9.1.8 A professional growth plan and record shall not include any portion of an activity which occurred prior to the time the employee applied for the professional clear credential, or the recent renewal of such credential.
- 9.1.9 No professional growth advisor or other Stockton Unified School District representative shall compel an employee to pay any fee or provide any service in exchange for professional growth advice or for approval of a professional growth plan or record.
- 9.1.10 The District shall retain the initial copy of the employee's growth plan at the Human Resources Department. Any further changes to the plan shall be retained both by the advisor and employee. The records of the advisor on a given employee shall be retained and a copy turned over to any succeeding advisor.
- 9.1.11 By December 1 of each year, the District shall provide the Association with a list of any employees whose assignments and credentials make them subject to these professional growth requirements. Failure to provide this list or the failure to include all names subject to these requirements shall not absolve any employee of his/her responsibility to comply with the State's requirements to maintain credentials.
- 9.1.12 All approved professional growth college or university units or approved in-district units that meet the District's salary schedule advancement requirements shall be given credit for salary schedule advancement according to Section 18.5.

9.1.13 The employee may appeal an adverse action of any representative of the District to the Commission on Teacher Credentialing, which shall rule in favor of the appeal if it finds any of the following claims by the appellant to be true:

1. That the professional growth advisor has refused to agree to a planned individual program or to professional growth that satisfies the requirements of Education Code Section 44277, or to a proposed modification in such a program. Such a finding by the Commission shall be grounds for the designated agency to agree to the planned program or to the proposed modified program.
2. That a professional growth advisor has refused to verify completion of an agreed program of professional growth that satisfies the requirements of Education Code Section 44277. Such a finding by the Commission shall be grounds for the Commission to maintain the validity of the clear teaching credential.
3. That bias, fraud, unfair discrimination, or arbitrary action by a professional growth advisor prevented the appellant from fulfilling the terms of an agreed program of professional growth. Such a finding by the Commission shall cause the Commission to grant the appellant additional time, not to exceed five (5) years, for the appellant to fulfill the terms of the agreed program, subject to verification by the Commission.

9.1.14 The Education Code and the California Code of Regulations related to professional growth, including but not limited to Professional Growth Requirements Rules and Regulations, Title 5, California Code of Regulations Section 80550 through 80565 (Appendix F) are hereby incorporated by reference.

9.2 (contract section and language removed)

9.3 Employer/Employee Relations Committee

9.3.1 There shall be a committee established consisting of three (3) members appointed by Stockton Teachers Association and three (3) members appointed by the District.

9.3.2 The committee will meet on a monthly basis. Scheduled meetings may be canceled by mutual agreement, and additional meetings may be scheduled by mutual agreement. Reasonable release time will be provided when necessary.

9.3.3 The committee shall establish a monthly agenda and shall maintain appropriate records of scheduled committee meetings.

9.3.4 The sole purpose of the committee is to maintain a channel of communication between the District and Stockton Teachers Association and thus provide a forum for discussion between the parties on areas pertinent to employer-employee relations.

9.3.5 It is not the intent of this article to supersede the meet and negotiate process, the Liaison Committee, or the consultative process.



#### 9.4 San Joaquin County Outdoor Education Program

- 9.4.1 Teacher participation in the San Joaquin County Outdoor Education Program (Science Camp) will be voluntary.
- 9.4.2 If more teacher volunteers exist than are justified by the number of students attending Science Camp, then the Science Camp participation shall be rotated among the teacher volunteers with preference going to:
  - a. the teacher (s) of the students attending Science Camp;
  - b. the teacher who has the larger number of students attending Science Camp;
  - c. the teacher with the greater District seniority.
- 9.4.3 Teachers who volunteer to accompany pupils to Science Camp shall be provided with meals, lodging and transportation to and from the site.
- 9.4.4 Class Size: Students who do not attend Science Camp shall be counted in the receiving teacher's class on a one-for-one basis as a class size overage to be paid immediately for the entire period of Science Camp using the salary formula in Section 2.4. An overage occurs when a receiving teacher (one who does not send students to Science Camp) receives additional students. For teachers who are sending students to Science Camp, an overage will not occur until the teacher receives more students than he/she sends.
- 9.4.5 Teachers will not be evaluated on the basis of their desire not to participate in Science Camp, nor will they be evaluated on the basis of their instructional performance at the camp.

#### 9.5 Job Sharing

With the approval of the site principal and the Assistant Superintendent of Human Resources, two (2) permanent teachers may volunteer to share a classroom teaching assignment. Approval of such job sharing would be based upon educationally sound principles and assurance that the students involved will not be adversely affected by such an assignment.

In those instances where job sharing is approved, the assignment will be for one (1) year at a time. Extension of such an assignment will be based upon an evaluation of the successful completion of the educational goals and objectives set forth at the beginning of the assignment.

It is understood that the equivalent of one (1) fringe benefit package will be paid.

## 10. PART-TIME EMPLOYMENT/EARLY RETIREMENT

### 10.1 Part-time Employment

10.1.1 The District shall provide a voluntary part time employment plan for teachers between the ages of 55 and 70 in accordance with the provisions of Education Code Section 44922. A teacher may therefore not participate in part-time employment under this section before age 55, nor after age 70. Teachers in the program who reach age 70 during the school year may continue through the remainder of the school year.

10.1.2 Part-time teachers shall perform services mutually agreed upon by the parties which meet the needs of the District.

### 10.2 Early Retirement Options

The District shall provide a voluntary Early Retirement Plan for teachers between the ages of 55 and 70.

10.2.1 To be eligible for consideration for the Early Retirement Plan, the teacher must:

- a. have a minimum of ten (10) years of continuous service in the District in a position requiring certification (see Ed Code 44922);
- b. be between the ages of 55 and 70;
- c. have proposed the contract retirement voluntarily.

10.2.2 The retiree shall be provided opportunity to serve for no more than 270 hours per school year as a Retired Consultant, compensated per the Retired Consultant's hourly rate indicated in Article 18 (Wages) and receiving the same salary percentage increase as regular teachers. This number of hours might have to be reduced to ensure the retiree's income shall not exceed the STRS (State Teachers' Retirement System) maximum allowable earnings. Payment shall be made upon completion of services, as indicated on the appropriate time sheet and submitted to payroll.

This position is only considered "seasonal" in the sense that it is characterized by full-time shifts/days and sometimes full-time weeks, but only for limited portions of the year rather than the full year.

Subject to the sole initiative of the District, the District and Association may at any time mutually approve any Retired Consultant for additional hours beyond the annual limit above. Hours approved must still be limited such that the Retired Consultant's income would not exceed the STRS maximum allowable earnings, and it remains the member's responsibility to verify their earnings and limits with CalSTRS beforehand and throughout the process. Neither party is under obligation to approve or to initiate.

10.2.3 The retiree shall perform services mutually agreed upon by the parties which meet the needs of the District.

10.2.4 The District shall provide not fewer than forty-two (42) slots (positions). Teachers entering this program will be provided the option of serving for two (2) years. When slots are vacant,

the Education Code and STRS allow, and there is District approval, retirees who have served a minimum of two (2) years may be granted additional yearly contracts.

#### 10.2.5 Working Hours

Hours for a Retired Consultant working at a school site shall be the same as teachers' at that school site. Any travel time from one site to another site shall be counted as part of their work day.

Such work in the District offices, Special Education Office, or other support services buildings will be the same work hours as that of the staffs in those particular buildings. Non-site hours will be eight (8) hours per day inclusive of lunch.

10.2.6 Retirees wishing to modify the daily work schedule must submit a request in writing and obtain approval from the Assistant Superintendent of Human Resources or designee. A single final shortened shift (to arrive precisely at the annual limit of hours) shall be automatically considered valid and approved.

#### 10.3 Accumulated Sick Leave

At the teacher's election, the teacher shall be granted retirement credit for accumulated sick leave. The formula for additional retirement credit shall be:

Number of days of accumulated sick leave divided by the number of days in the school year.

The proportionate yearly increase shall be credited to the teacher's retirement.

#### 10.4 Retirement Notice Incentive

For those teachers who, prior to February 1, make a definite and irrevocable commitment of their intent to retire, the District shall, based on the request of the teacher, pay for up to fifteen (15) days of accumulated sick leave using the daily rate of the teacher for payment.

11. placeholder for defunct article  
(previously ORGANIZATIONAL SECURITY)  
removed per TA dated June 12, 2020

## 12. PRESCHOOL (PreK) PROGRAMS

12.1 All PreK (Early Childhood Education / School Readiness) teachers shall be full bargaining unit members with full privileges and benefits. Accordingly, PreK teachers are fully covered by this Agreement, with anything unique to PreK to be addressed in this article.

12.2 Program Position and Salary (See Appendix G)

12.2.1 Definition

Early Childhood Education / School Readiness (PreK) teachers shall refer to teachers filling a CTC Permit Matrix teaching position in an Early Childhood setting serving birth to pre-kindergarten children and/or children enrolled in a childcare setting. PreK teachers shall include the following positions: PACE Teacher, Standard Preschool Teacher, Standard Permit Teacher, Head Start Teacher, Head Start Associate Teacher.

12.2.2 PreK Positions and Rates/Hours (Subject to 12.5):

Preschool teachers (other than Special Education) shall be paid according to the chart below:

Position	Salary Schedule	Hours/Day Base
Standard Preschool Teacher	Standard Permit Teacher five (5) hour day	five (5)
Standard Permit Teacher	Preschool eight (8) hour day	eight (8)
PACE Teacher	PACE Permit Teacher seven (7) hour day	seven (7)
Head Start Teacher	Head Start Teacher eight (8) hour day	eight (8)
Head Start Associate Teacher	Head Start Associate Teacher eight (8) hour	eight (8)
ECE Program Specialist	ECE Program Specialist eight (8) hour day	eight (8)

12.3 Possession of a teaching credential shall not result in placement on the TK-12 salary schedule for persons assigned to positions only requiring a regular center permit. In those positions which, by State Law, require the possession of a teaching credential, the teacher assigned who possesses such a credential shall be paid in accordance with the TK-12 salary schedule (see Appendix G).

12.4 Fringe Benefits

Every PreK teacher (1.0 FTE) shall receive full insurance and fringe benefits granted to other teachers in the unit. For PreK teachers less than 1.0 FTE (including, but not limited to, PreK teachers splitting a position), existing District practice shall be followed as for other teachers less than 1.0 FTE in the unit.

12.5 Changes in hours and assignments shall be made according to the needs of the program as enabled by State and Federal funding. Employees shall be notified of any such change 30 days prior to the effective date.

12.6 The teaching schedule for teachers shall be established under the direction of the program administrator or designee, subject to the input of the site principal and staff.

12.7 Transfer Acknowledgement

12.7.1 Any transfer into PreK or out of PreK shall be voluntary.

12.7.2 PreK shall be granted equal access to all transfer protocols (notices, timeframes, applications, interview/selection, etc.) with District TK-12 and Adult School teachers pursuant to Article 17 transfer language of this Agreement.

12.7.3 Transfers into (or out of) PreK shall be given equivalent year placement/credit for their teaching experience (including PreK, TK-12, and Adult) and education. See 17.12 for additional information on transfers between PreK, Adult, and TK-12 programs.

12.8 Relief Periods

Each teacher shall continue to receive at least a ten (10) minute relief period at a time mutually agreed upon by the teacher and the program administrator or designee.

12.9 Adult-Student Ratio

Early childhood shall maintain adult-student ratios and class sizes conforming to standards stipulated by the California Department of Education (CDE), Head Start Performance Standards, and Community Care Licensing (CCL).

12.10 Hours

12.10.1 Meetings

- a. District PreK teachers are required to attend the monthly staff/in-service meetings held by the Early Childhood Education School Readiness Department.
- b. District PreK teachers shall be provided release time or compensatory time, to attend these monthly meetings.
- c. On-site meetings of District PreK teachers shall be with their own group (preschool) and during their scheduled work day.
- d. District PreK teachers shall not be required to attend the regular school faculty meetings.

12.10.2 Multi-Site / Substitute Compensation

Mileage reimbursement shall be paid for distance traveled between two PreK locations worked on the same day. This includes substitute teachers covering two shifts and includes PreK teachers substituting a second shift in addition to their regular teaching assignment.

Substitute pay for PreK class coverage shall be according to the position's hours with students, reporting time, and account for substitutes mitigating late parent pick up as needed.

### 12.10.3 Late Pickup Time

Whenever PreK teachers must remain on site beyond their assigned time due to parent/guardian failure to pick up their children at the close of school, the teacher must report the late pick up to the ECE office and will be compensated on a timesheet to be submitted monthly.

### 12.10.4 Regular Work Day

Preschool teachers (Standard, PACE, Head Start, Head Start Associate) work days shall adhere to 6.6 (reporting time).

## 12.11 Implementation Support

### 12.11.1 Comparability Fulfillments

District PreK teachers are excused from teacher collaboration (as in 6.5) and parent conference/engagement hours (as in 6.20), with each to be considered “already fulfilled” in light of parallel PreK program components within the contractual work day. This shall not excuse preschool teachers from Back to School Night and/or spring Open House as pertinent to their site.

### 12.11.2 Auxiliary Release Days

Each PreK teacher shall be annually allocated two (2) auxiliary release days to mitigate the fulfillment of program requirements as delineated by program funding source, utilized at each teacher’s discretion. One day is to be utilized in fall and one day is to be utilized in spring.

PreK teachers on long-term additional assignments of at least thirty (30) school days in the fall shall be allocated one (1) extra auxiliary day for the fall. The same shall be true for the spring. This shall not exceed two (2) extra auxiliary days for the two semesters combined.

The District shall proactively notify PreK teachers of auxiliary-release days availability and track its usage.

## 12.12 Pupil Attendance

Attendance at Preschool shall be limited only to those pupils who are officially enrolled in the Preschool program.

## 12.13 Evaluation

Evaluation practices of preschool teachers shall be based upon the California Standards of the Teaching Profession, implemented so as to be developmentally appropriate for the ages and needs of the preschool children. District and site expectations concerning instructional strategies, curriculum, technology, etc. shall all be adjusted and applied in light of the context of teaching preschool children accordingly.

12.14 Wraparound Protections

All PreK protocols, including any not explicitly listed in this article, shall simultaneously uphold children's rights and teacher protections.



### 13. SUMMER SCHOOL

- 13.1 Summer school programs are optional and operated at the discretion of the District.
- 13.2 No teacher shall be required to teach summer school.
- 13.3 Teachers shall be given first preference for summer school teaching vacancies provided such teachers are qualified to teach the subject matter.
- 13.4 The District shall make every effort to notify selected summer school teachers no later than May 15. Teachers must respond to selection notification no later than ten (10) calendar days from the date of mailing of the notification.
- 13.5 Secondary summer school programs (grades 7-12) will be 29 student contact days in duration, as permitted by State Department of Education Guidelines. Instructional time will include two (2) 125-minute periods, and a 35-minute break/preparation time will be scheduled between the two periods.
- 13.6 Sick Leave
- 13.6.1 One (1) day of sick leave shall be granted to each summer school teacher. Such sick leave shall be limited and is cumulative to summer school usage, and is not involved with regular employment sick leave.
- 13.6.2 At the end of the summer session, a summer school teacher may opt to be paid for the one (1) day of unused sick leave earned during the current summer session. Payment for the one (1) day of unused summer session sick leave will be made at the teacher's request and at the teacher's daily summer school rate. The request for pay for unused sick leave will be made no later than the last day of the summer session. If the teacher elects not to be paid, the sick leave day accumulates in accordance with this Section.
- 13.6.3 The following leaves do not apply and cannot be used during summer school:
- (1) Pregnancy, (2) Emergency, (3) Class B, (4) Dependent, (5) Maternity, (6) Child Rearing, (7) Adoption, (8) Legislative, and (9) In-Service.
- 13.7 Transfer/Assignment
- 13.7.1 The District reserves the right to transfer summer school teachers based on enrollment figures and to terminate employment based on enrollment and staffing needs.
- 13.7.2 A change in assignment shall only be made for good and sufficient reason.
- 13.7.3 The teacher shall have the right to request and shall receive written reasons when a change of assignment is made.
- 13.8 Class Size
- 13.8.1 The class size guidelines for summer school shall be 35 to 1 at the elementary and secondary levels, with an enrollment cap of 40 pupils. Up to seven (7) days will be allowed to make

class size adjustments to meet the individual class size cap of forty. Classes may be dropped when the enrollment for classes goes below 20 to 1 in an individual class.

13.8.2 In the event the class size cap of 40 is exceeded, a committee composed of the summer school principal (or designee), the teacher, and the president of STA (or designee) will meet to determine whether a waiver is warranted. A counselor may attend as an ex-officio member.

13.8.3 Overages will be paid for student enrollments over 35 and will begin on the eighth (8<sup>th</sup>) day of the overage.

### 13.9 Salary

Summer school teachers shall be paid based on an hourly rate as listed in the Article on Wages.

Summer school teachers shall be paid twice: (a) on or about July 15 for days worked in June; (b) on or about August 15 for days worked in July.

### 13.10 Evaluation

A summer school teacher shall be evaluated at the conclusion of the summer school session. Teachers shall be given a copy of any evaluation report and shall be given the opportunity to review each report with the person preparing it and comment in writing on the report before it is submitted to the teacher's personnel file.

### 13.11 Summer School Point System

The teachers with the highest number of points will be selected to teach. If the process results in a tie in points between teachers, then that tie shall be broken by District seniority. The longest District seniority shall prevail.

Summer School Point System shall be as follows:

Basis for Additive or Deductive Points	Points
a. Recommendation of principal or immediate supervisor	0 to 5
b. Years taught in the District	0 to 5
c. Performance rating for previous summer teaching	-1 to +1
d. Each summer taught in excess of one during past six years	0 to -5

The following descriptors are provided to assist evaluators in selecting the appropriate numerical scale rating relative to the principal's recommendation for summer school employment:

5 - Outstanding	Excels in all areas and greatly exceeds the requirements of the position.
4 - Above Average	Exceeds the requirements of the position and is an above average teacher.
3 - Average	Meets the requirements of the position and is an average teacher.
2 - Below Average	Meets the requirements of the position but is less than an average teacher.

- 1 - Marginal                Performs below the requirements of the position most times.
- 0 - Unsatisfactory       Performs substantially below the requirements of the position and has received an evaluation reporting this unsatisfactory performance.

The selection of teachers for Special Education summer school and the Special Education extended year shall be made pursuant to Section 13.11 of the collective agreement.

- 13.12 Teachers shall be notified by December 15th each year that the deadline for submission of Innovative Summer School courses shall be the second Friday in January.
- 13.13 Local site projects for summer work shall be advertised to all teachers at the site and to all teachers, if the funding source permits.

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

#### 14.2.2 District Mail

The Association may use the District mail service and teacher mailboxes for communication 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.

#### 14.4.7 Contract Benefits

This Agreement shall be printed by the District at its expense, and shall be distributed 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

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.

## 15. TEACHER SAFETY

- 15.1 Teachers shall not be required to perform tasks which endanger their health or safety. A teacher who feels that an unsafe or unhealthy condition exists shall inform the responsible administrator. The administrator shall take whatever steps may be required for the District to bring such conditions into compliance with federal, state and local standards. In the event of a disorder or disruption in the regular school program immediate action will be taken by the District to the extent possible to guarantee the safety of teachers. Board Policies 4157 and 4158 address employee safety, protection and personal security. If an administrator calls to the attention of a teacher an unsafe condition or activity for which the teacher is responsible, with the support of the administrator, the teacher shall correct the situation immediately.

The Association and District agree that it is in the best interest of all parties to provide safe and secure campuses for students, staff and community. Toward this interest, available resources within the District will be utilized to provide such safety and security. These resources shall include, but not limited to:

- a. SUSD Police Department
  - b. Campus Security Monitors
  - c. Security Communication Systems
  - d. Utilization of a SUSD tiered behavioral response system to effectively manage classroom environment, and progressive student discipline, which may result in suspensions, expulsions, and/or alternative outcomes. Sites shall annually review, update, and distribute to site staff procedures for dealing with life threatening and potentially dangerous situations.
  - e. Proactively notifying teachers with safety-relevant student information. Administrators will notify teachers as per Education Code 49079 of any students enrolled in their class that meet Educational Code 49079 criteria as having a history of school related infraction. This shall be done annually and as soon as the school becomes aware of this information during the school year.
  - f. Teachers will be notified of known Support Plans, such as Behavior Intervention Plans, 504 plans, IEPs, etc. annually and as soon as the school becomes aware of this information during the school year.
- 15.2 Any teacher may submit to the District a written recommendation for suspension/expulsion from school of any student who, in the judgment of the teacher, acts in such a manner as to constitute any clear and ongoing danger to such teacher. The District shall provide such teacher a written response indicating the disposition of the recommendation.
- 15.3 To the extent permitted by law, teachers may use reasonable force to protect themselves from attack, to protect another person or property, or to quell a disturbance threatening physical injury to others. District will offer training and written guidance in proactive classroom management, positive behavioral intervention and support, as well as appropriate preemptive strategies to address potentially dangerous and/or disruptive student behavior.
- 15.4 Should any person physically or verbally assault, attack or threaten any teacher in the presence of other school personnel or pupils and at a place which is on school premises or public areas 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, the teacher shall report the physical or verbal assault, attack or threat to his/her immediate supervisor within twenty-four (24) hours, if possible.



The administrator or his/her designee will acknowledge the receipt of the report within five (5) school days. The administrator or his/her designee will notify the unit member of the results of the investigation within a reasonable time.

*Intent: It is the intent of the parties that the District will inform unit members of the District's responsibilities under Education Code Section 49079, at the first faculty meeting and also by the staff handbook.*

- 15.5 Whenever a teacher is attacked, assaulted or threatened by any pupil, or other persons representing the student, it shall be the duty of the teacher and the duty of any person under whose direction or supervision such teacher is employed who has knowledge of such incident, to immediately report the same to the appropriate law enforcement authorities.
- 15.6 The District shall take appropriate action to the extent permitted by law to provide support for any teacher who is assaulted while discharging his or her duties. If an injury results from an assault, causing the teacher to be absent from duty, (s)he shall be entitled to lost time compensation as provided by law and/or provisions of this Agreement.
- 15.7 The District shall provide the same support to teachers who make decisions in an acting administrative capacity as it would to decisions of administrators in the same circumstances.
- 15.8 The District shall reimburse a teacher for any loss, damage, or destruction of clothing or personal property as the result of a personal assault upon the teacher while (s)he is performing his/her duties. The District shall reimburse a teacher for damage to eyeglasses and hearing aids if they are damaged as a direct result of an accident occurring in the direct performance of assigned duty.
- 15.9 The District will make reasonable efforts to provide a means of communication between classroom and office for emergency situations and to maintain and provide security for teachers' personal belongings where it is not now provided and that does not represent an undue economic burden.
- 15.10 A teacher has the responsibility to make and enforce with suitable penalties, subject to the approval of the principal, all rules necessary for the proper management of his/her classes and the appropriate behavior of his/her pupils. However, the primary person to administer discipline is the principal.
- 15.11 No teacher shall be required to collect student monies or to keep such funds on his/her person or in any space assigned to him/her at the school.
- 15.12 A teacher who knows or reasonably suspects that a child has been the victim of child abuse, whether outside or within the school setting, has a legal obligation to report to the child protective agency. The law provides that no teacher shall incur any civil or criminal liability as a result of making any such report.
- 15.13 Examinations for tuberculosis, as arranged by the District, will be required every four (4) years at no cost to the teacher.
- 15.14 The District will make every reasonable effort to find alternate sites when classroom temperature exceeds 95 degrees Fahrenheit or goes below 60 degrees Fahrenheit.

- 15.15 The Association and District will work together to increase school safety. The site Liaison Committee, through the School Site Council, will help to bring safety concerns forward to the Association/District Safety Committee. Committee meetings shall be scheduled no less often than quarterly, with meeting times and locations being posted on the district website as well as being emailed to all district staff. The association reserves the right to appoint members to the committee equivalent to the number of District representatives. For purposes of safety, the Association/District Employer/Employee Relations Committee will act as the Association/District Safety Committee.
- 15.16 All classrooms shall have an operable system of communication. Peepholes will be installed in classroom doors that do not have adequate visibility.
- 15.17 Both teachers and the Administrators will adhere to and enforce CA Education Code 48910, the teacher's right to suspend from the classroom, with fidelity.
- 15.18 Annually, each Principal shall establish a committee consisting of various staff members which shall develop and/or review a set of written procedures which shall be distributed to the staff within the first week of school and shall be reviewed at a staff meeting within the first quarter. Association members that volunteer for this committee may have to work outside their regular work hours and will do so voluntarily and without additional pay.

These procedures shall include, but not be limited to:

- a. Student Code of Conduct for the school, including the teacher's right to suspend from the classroom (Education Code 48900-48912)
  - b. Emergency and Disaster Plans
  - c. Reporting and handling of assaults on teachers and students
  - d. Medical emergencies
  - e. Safety procedures for before and after school meetings or events and meetings or events on non-instructional days (including weekends)
- 15.19 Rules for all school site visitors shall be posted prominently at each site and handed out to visitors who are not regular volunteers. The rules shall include any State laws pertinent to conduct of parents and visitors while on school grounds and will be communicated to parents and the community through appropriate means.

## 16. TEACHER TRAVEL

- 16.1 Teachers who are required and authorized to use their own automobiles in the performance of their duties, and teachers who are assigned to more than one school per day shall be reimbursed for such travel at the maximum rate allowable by the Internal Revenue Service prior to any amount being taxable for all driving done between arrival at the first location at the beginning of the workday and departure from their last assigned location. This reimbursement rate applies to in-District travel and out-of-District travel; however, if air travel is less expensive than driving, teachers are required to travel by the most economical means, absent specific advance approval.
- 16.2 Upon receipt of advance written approval, teachers who use their personal cars for authorized field or approved district business shall receive the authorized benefits listed in section 16.1 above.
- 16.3 Payment for travel between schools, buildings, or other locations shall be for the shortest possible route.
- 16.4 Any teacher who is authorized to transport a student who is ill or injured to the student's home, to the doctor, or to the hospital shall be reimbursed for actual mileage traveled.
- 16.5 A teacher may be reimbursed for official travel within the District during the working day in connection with an assignment when authorized by the responsible administrator.
- 16.6 Claims for reimbursement shall be filed with the Business Office no later than the second calendar day of any month in order to receive payment in that month.
- 16.7 The District will consider every factor before assigning a teacher to engage in interschool travel during the day. Teachers may be assigned to interschool travel when there is a job-related need and there is no efficient or practical alternative. Interschool travel should be minimized. Special consideration for exemption shall be granted to teachers who are unable to drive and do not have ready access to a system of public transportation.
- 16.8 Schedules of secondary teachers who are assigned to more than one (1) school shall be arranged so that no such teacher should teach a fractional period. A teacher assigned to two (2) schools shall have a schedule that reflects a reduction of one period in the normal teacher assignment. Such teacher shall be notified of any changes in schedule as soon as practical.  
  
In cases in which student enrollment and teacher qualification make it unavoidable, subject to the judgment of the appropriate Central Office administrator, a teacher assigned to three (3) schools shall have a schedule that reflects a reduction of two (2) periods in the normal teaching assignment.
- 16.9 A teacher may request a reimbursement for meals, excluding alcoholic beverages, when authorized to attend as a District representative. Prior approval must be granted by the Superintendent or designated agent.
- 16.10 Out-of-District travel shall be governed in accordance with Board Policy, providing the Policy is consistent with the terms of this Article.

## 17. TRANSFER AND ASSIGNMENT

### 17.1 General

17.1.1 All transfers of teachers shall be made in accordance with the provisions of this policy 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 any negotiations in which Article 17 is reopened. 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;
- c. Traditional Kindergarten;
- d. Primary (grades 1-3);
- e. Intermediate (grades 4-8 non-departmentalized settings);
- 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).

17.2.7 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 the following criteria, as defined below, to pass over a teacher and instead designate the next teacher for transfer:

#### 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 Assistant Superintendent of Human Resources and the Association by the site administrator when such designations are necessary. Approval in writing by the 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 Transfers

#### 17.4.1 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 position until the subsequent school year has begun.

#### 17.4.3 Notice

Notices of all vacancies shall be initially posted 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, 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) After the initial January posting, notices shall be posted as soon as the District determines that a vacancy exists.

Vacancies for voluntary transfers 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).

#### 17.4.4 Selection

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

For each interview and select position, 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. The other teacher shall be selected by the site administrator.

The site 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. 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.

17.4.5 The teacher may challenge the showing of good and sufficient reasons be 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 (Rebalancing)

A teacher may be involuntarily transferred for good and sufficient reason. The District 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

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

17.5.5 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.

17.5.5.1 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.

17.5.5.2 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.

17.5.5.3 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.

### 17.5.6 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.

### 17.5.7 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)

Special positions are positions required for the staffing of particular programs or projects,(see 17.2.6) and which, during periods of categorical funding, were not typically funded from the general fund. Special positions terminate upon the expiration of the funding and or the program or project. Any teacher may volunteer to serve in a special program or project for which the teacher is qualified. Selection of a teacher for a special position is at the sole discretion of the District. Placement in any 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 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 special position shall, after the end of the first school year of the assignment and upon termination of the special 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. 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 teacher contracted 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 Temporary Teachers/New Teachers

17.8.1 Temporary teachers will be given re-employment rights in accordance with the Education Code.

17.8.2 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.

17.8.3 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 17.8.3 (newly hired teachers) does not supersede contract provisions concerning rebalancing and/or Involuntary Transfer/Reduction in Force (see Article 17.5).

#### 17.9 New Schools

17.9.1 All teaching positions at a new school site shall be filled initially by utilizing the interview and select procedures of the voluntary transfer process in 17.4 with the modification that the two (2) 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 Movement Between Adult, Preschool and TK-12 Programs

17.10.1 A full-time or half-time adult education teacher (i.e., one working twenty 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.

17.10.2 A teacher moving between programs under paragraph 17.10.1 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.

17.10.3 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.

#### 17.11 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 shall meet to consider whether a transfer may be appropriate. A transfer for this purpose 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 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.

#### 17.12 Mutual Agreement Transfer

##### 17.12.1 Defined

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

### 17.12.2 Process

Any of the three (3) parties above may email the other two (2) 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 (2) 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 (3) 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.

### 17.13 Exchange Transfers

#### 17.13.1 Defined

An exchange transfer is defined as two (2) 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.

#### 17.13.2 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 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).
- 18.1.5 Attraction/Retention Supplemental Plan for 2021-2022 and 2022-2023 to Augment Total Compensation
- a. Up to \$5,000 tuition reimbursement to the following:

Teachers College of San Joaquin	University of the Pacific	Sacramento State
Humphreys (Multiple and ECE only)	Western Governors	Stanislaus State
University of San Diego (BCLAD)	National University	CSU East Bay
Loyola Marymount University	UMASS (Brandman)	Alliant
Grand Canyon University	University of Phoenix	

b. Substitute teacher signing bonus: \$1,000 paid after 30th working day (must work 30 days of first 90 days of hire)

c. Teacher signing bonus for new hires:

i. Newly-hired teachers for Math, Science, and Special Ed (by position as well as by credentialing qualification): paid a total of \$7,000 (\$2,500 mid-year check; \$4,500 upon completion of the school year)

ii. All other newly-hired teachers besides Math, Science, a Special Ed: paid a total of \$5,000 (\$2,000 mid-year check; \$3,000 upon completion of the school year)

### 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 work day with District paid release time. The committee shall continue its work into the 2020-2021 negotiations for its full recommendations.

- a. For 2020-2021 negotiations, this committee's studies and presentation/recommendation to the bargaining teams shall, at minimum, address the following three topics:
- Revision of all stipend-base salary increments (athletic and otherwise)
  - Agriculture extended year
  - CTE equivalency updates

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) 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, the PAR stipend, and those percentage stipends paid off the stipend base salary. Salary increases shall be retroactive effective to July 1, 2018.

18.2.13 The District and the Association agree that upon ratification (and retroactive to July 1, 2019), a one-time two (2%) percent off-schedule (based on 18.2.12 levels) payment shall be paid to all members, 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, the PAR stipend, and those percentage stipends paid off the stipend base salary.

18.2.14 As part of settling 2019-2020 negotiations, the District and the Association agree that effective (and retroactive to) July 1, 2020, all salary schedules shall be increased by two (2%) percent above the current level (above levels of 18.2.12) if LCFF revenue is restored to 2019-2020 levels on a per-pupil basis.

Such LCFF level resumption shall be, at minimum, checked/verified by second interim. If such levels do not materialize for 2020-2021 by unaudited actuals reporting period, this section becomes null and void.

Such increase, if occurring, shall include 45-day consultants, the teacher hourly salary schedule, CTE Equivalency salary schedule, extra pay for department chairperson, 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.

18.2.15 For the 2020-21 school year onward, all salary schedules will be increased by two percent (2%) retroactive to July 1, 2020 above the current levels created by 18.2.14.

Above these increased levels, for the 2021-22 school year onward, all salary schedules will then also be increased by four percent (4%) retroactive to July 1, 2021.

The above retroactive increases to the salary schedule are to include: retired consultants, the teacher hourly salary schedule, preschool teachers, long term substitutes, daily substitutes, the PAR stipend, those percentage stipends paid off the stipend base salary (including Master's/Doctorate degree and preschool longevity stipends), and extra pay for department chairpersons.

Exclusions:

- Employees who resigned with an effective date prior to the last instructional day of 2021-2022 (May 26, 2022) are not eligible for the 2021-2022 salary increase (4%).
- Employees who resigned with an effective date prior to the last instructional day of 2020-2021 (May 27, 2021) are not eligible for the 2020-2021 salary increase (2%).
- Retirees shall not be excluded.

Retroactive payments per this section shall be paid no later than the November 2022 pay cycle.

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 upon ratification by the Association and approval by the Stockton Unified School Board, teachers employed with outside experience shall be given year for year credit up to the maximum possible of 24 steps on the adopted salary schedule.

- a. For initial implementation, the District will notify all employees no later than July 31, 2022 of the option to request salary placement review.

The District will implement new step credit placement in the following sequence:

1. New hires
2. Existing employees who request salary placement review by November 1, 2022
3. Existing employees who request salary placement review after November 1, 2022 but no later than November 1, 2023.

Upon completion of a salary placement review, current employees will have their pay warrant adjusted beginning no later than fiscal year 2023, with new placement retroactively compensated to the effective date above.

- b. After November 1 of the 2023-2024 school year, any salary placement review per this section will not be retroactive to previous years, and salary placement review must be requested by November 1 of any school year to be eligible for change in placement for that school year.

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  $\frac{2}{3}$ . If this multiplication results in a fraction that, when added to the other semester units, is within  $\frac{1}{2}$  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 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 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 workday 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 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, athletics coaches, cheerleading coaches, Special Education teachers, academic team coaches (including but not limited to) mock trial, academic decathlon, MESA, competitive speech, debate, drama, JROTC, band, mariachi, newspaper, annual (yearbook), 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 Stipend Base Salary Anchors

- a. Effective and retroactive to July 1, 2019, the Stipend Base Salary shall refer to Class 1A ("non-credentialed") of the Salary Schedule. Thus, whenever Class 1A of the Salary Schedule changes, the Stipend Base Salary upon which increment codes are based shall be synonymous and equal to the new Class 1A amount of the Salary Schedule.
- b. Effective and retroactive to July 1, 2021 preschool teacher percentage stipends shall use a Preschool Stipend Base Salary, which shall refer to Column I, Step 3 of the Preschool 8 hour per day schedule. Thus, whenever I-3 of the Preschool 8 hour per day schedule changes, the Preschool Stipend Base Salary upon which preschool teacher percentage stipends are based shall be synonymous and equal to the new I-3 amount of the Preschool 8 hour per day schedule.

18.16.3 Extra Duty Pay for Athletic Coaches and Other Assignments

- a. The pay for coaching is to be based on the percentage of the Stipend Base Salary (identical to Class 1A of the Teacher's Salary Schedule).
- b. There shall be no additional pay for preschool or vocational coaching.
- c. Any athletics coaching stipend, with its accompanying duties, may be split between two coaches sharing a single position. However, it may only be split equally, and only a maximum of once at a time. (i.e., One stipend with its duties may be split equally among two individuals, but not among three, and also not unequally between two.)

For the 2022-2023 and 2023-2024 school years only, the athletics increment stipends schedule shall add the following stipends (after which it shall revert to its 2021-2022

format unless negotiated otherwise), such that each comprehensive high school will have 18 additional assistant coach positions as follows (Level 2):

V Baseball (2) V Softball (2) V boys basketball V girls basketball  
 V boys soccer V girls soccer V boys track V girls track  
 V boys tennis V girls tennis V boys volleyball V girls volleyball  
 V cheer site discretion (fall) site discretion (winter) site discretion (spring)

Additionally for the same period, Athletic Director (Level 1) would increase from a single annual stipend to 3 stipends per year by season (fall, winter, spring)

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

Assignment	1st Yr.	2nd Yr.	3rd Yr.	4th Yr.
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 (yearbook) 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 Degree Stipends

- a. Master's Degree (in Class C, D, E and F only): 3.3% of the Stipend Base.
- b. Doctorate Degree: 6.6% of the Stipend Base
- c. Official transcripts verifying degree conferral must be submitted to Human Resources by November 1 to receive the stipend for the current school year. Teacher fulfillment of all degree requirements must have been completed 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 Effective and retroactive to July 1, 2021 preschool teachers shall receive Master’s and Doctorate stipends using the percentages of 18.16.4.1 applied to the Preschool Stipend Base Salary (18.16.2.b).

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 Bilingual Stipend

Unit members shall receive a stipend equal to 2.5% of the Stipend Base Salary who qualify as functionally bilingual in any language in addition to English (including ASL) as determined by at least one of the following:

- certificate of biliteracy; or
- bachelor’s degree or greater in the language; or
- any certification that would qualify the teacher as a translator/interpreter; or
- any mutually approved language proficiency verification/testing or other verification mutually agreeable to the District and Association.

Any member applying and qualifying for the bilingual stipend agrees to be included in an internal-eyes-only District list of “voluntary language-support” personnel. While inclusion on this list does not itself obligate any member to provide language-related assistance, it is the intent that broad transparency among District employees can naturally lead to meaningful interdependence in connecting with students and families.

18.17 Work Year for Support Personnel

Position	Days in Addition to Teacher Year	1st Year in Position	Base Salary Index 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

18.18 CTE Equivalency (see Appendix G for the CTE Equivalency Salary Schedule)

18.19 PreK (Preschool) Longevity Stipend

Effective and retroactive to July 1, 2019, PreK teachers shall annually receive longevity stipends commensurate with their in-District longevity as follows:

Teacher Time in District (consecutive)	Longevity Stipend
Zero to four (0-4) full years	N/A
Five to nine (5-9) full years	1% of the Preschool Stipend Base (18.16.2.b)
Ten to nineteen (10-19) full years	2% of the Preschool Stipend Base
Twenty (20) full years or more	3% of the Preschool Stipend Base

All such PreK longevity stipends shall be paid in equal monthly installments over the year.

18.20 Elementary Prep Stipend

Effective July 1, 2020, the elementary prep stipend shall be equivalent to 2.3% of the stipend base salary (Class 1A, step 1 on the salary schedule), rounded to the nearest dollar.

18.21 Retired Consultant Hourly Rate

The hourly rate for retired consultants is recognized as having been \$50.98 in 2020-2021. [Note: This number includes the 2% retroactive increase applied near the end of last year as part of the 2019-2020 agreement, but not the new increases from this agreement.] It is understood that the increases applied by this agreement result in a new rate of \$54.08 from 2021-2022 onward.

## 19. WALTON SPECIAL CENTER

19.1 All teachers shall be covered by the Agreement with the specific exceptions that follow.

### 19.2 Salary

Permit teachers' salary schedule shall be in accordance with Appendix G.

### 19.3 Work Year

By May 15th of each year, the District will establish a work year of either 223 or 182 work days for each position according to the needs of the Program. (In the 1988/89 school year, all the positions but one [1] are designated as 223 work-day positions.) The 182-day positions will be filled within the program area (e.g., Early Intervention) first by volunteers and then by inverse seniority.

Prior to February 1 of each year, persons who wish to work a 182-day year will notify the Human Resources Office of their desire. Once the 182- and 223-day positions have been identified and assignments made in accordance with the paragraph above, an additional two (2) persons assigned to 223-day positions who have applied by February 1, will be granted a summer leave of absence without pay but with fringe benefits. The selection of the two (2) will be first on the basis of seniority; however, the leaves will be rotated from year to year so that senior persons will not be given an additional leave until others with less seniority have had the opportunity. If a person who gets the leave decides not to take the leave prior to the leave date, the opportunity will be offered to the next in line.

The substitute to fill the position must be acceptable to the teacher and the program administrator. Leaves for the summer beyond the two (2) granted above may be granted without fringe benefits at the discretion of the District.

Teachers assigned to work and working a work year of 223 days shall receive twelve (12) days of sick leave.

### 19.4 Hours (the following changes are effective the beginning of the 2004/05 school year:

19.4.1 Changes in hours and assignments shall be made according to the needs of the program and legal requirements. Employees shall be notified of any such change 30 days prior to the effective date.

19.4.2 Any teacher employed in a program that is less than six (6) hours shall be paid in proportion to the six (6) hour day.

19.4.3 The teaching schedule for teachers shall be established under the direction of the principal, subject the input of the staff and the needs described in the IEP (Individualized Education Program)/IFSP (Individual Family Service Plan).

19.4.4 Teaching staff shall be engaged in work-related duties, either on site or on home visits, for six (6) hours per day including a duty-free lunch period of at least 30 minutes, which may be scheduled at the beginning or the end of the work period at the discretion of the site administrator.

19.4.5 The time on site of pupils shall be established by the District in accordance with State standards. Time remaining in the teacher's work day is for professional duties including, but not limited to, home visits, IEP (Individualized Education Program)/IFSP (Individual Family Service Plan) development, staff meetings, parent meetings, professional preparation, etc.

19.4.6 The Reporting Time in Section 6.6 applies to Walton teachers.

19.5 Adult-Student Ratio

The adult-student ratio shall be set according to State requirements.

19.6 Transfer to the K-6 Program

This transfer shall be voluntary. Teachers who are credentialed for the elementary program shall be granted equal opportunity for elementary openings and shall be given salary credit for their teaching experience and education.

## 20. ADULT EDUCATION TEACHERS

Adult Education Teachers shall be covered by all provisions of the agreement, with the specific modifications that follow:

### 20.1 Agreement/Recognition

Add adult hourly teachers and include certification from PERB (Public Employment Relations Board) as Appendix A.

### 20.2 Class Size

#### 20.2.1 Attendance Accounting

Computation of average daily attendance (ADA) is based upon a positive attendance accounting system; that is, attendance hours may be counted only for actual student time in class.

#### 20.2.2 Maximum Class Size

Except as provided for by 20.2.2.1, the maximum class size shall be 35 students in attendance.

20.2.2.1 At the option of the teacher, the class size of a physical activity class may exceed 35 students in attendance.

20.2.2.2 In classrooms that require established seating capacity or work stations, the maximum class size shall be based upon established seating capacity of the room or laboratory work stations.

20.2.2.3 To allow for attrition, the maximum class size may be exceeded by 25 percent at the beginning of any school term for a period of not more than two (2) weeks. If students in attendance exceed 35 students for more than two (2) weeks, Section 2.4 of the K-12 contract shall apply.

#### 20.2.3 Minimum Class Size

20.2.3.1 The minimum class size shall normally be no less than eighteen (18) students in attendance, provided that the District may maintain classes of fewer than eighteen (18) and/or cancel classes pursuant to the provisions of this Article.

20.2.3.2 A class may be canceled at any time that funding becomes unavailable, the average attendance drops below eighteen (18) students for two consecutive weeks, or fewer than twenty (20) students initially enroll for the class.

20.2.3.3 Exceptions to the minimum of eighteen (18) students in attendance may be made by the District in classes offered irregularly, in classes which can be offered only in limited classroom or laboratory facilities, in classes which are part of an experimental or pilot program, in classes subject to statutory or state regulation



controlling class size, and in classes whose cancellation would constitute a hardship to the District or an educational disadvantage to students.

### 20.3 Evaluation

The evaluation procedure outlined in Article 3 shall apply to adult education teachers.

### 20.4 Fringe Benefits

Effective July 1, 1986, Adult Education Teachers working twenty (20) or more hours per five (5) day week shall be entitled to the fringe benefit provisions as set forth in Article 4.

### 20.5 Hours and Calendar

20.5.1 A full-time assignment in Adult Education is defined as 33.75 hours per five day week and a half-time assignment is defined as twenty (20) hours per five - day week.

20.5.2 The hours of a full-time Adult Education Teacher shall consist of two 195-minute blocks with a fifteen minute break in each block.

20.5.3 Section 6.16 shall not apply to Adult Education Teachers.

20.5.4 Faculty and departmental meetings will be in accordance with the regular teachers' meeting schedule.

20.5.5 The calendar shall consist of (182) working days (180 teaching days plus two (2) student contact days) in each year of this Agreement (the Adult School Calendar shall be as listed in 6.18).

#### 20.5.6 Adult Education Teacher Reporting Time

Full-time Adult Education Teachers are required to report for duty fifteen (15) minutes in advance of the first assigned class (Article 6.5 shall not apply to Adult Education Teachers).

### 20.6 Leaves

Adult Education Teachers working 33.75 or more hours per five day week shall be entitled to all leave provisions as set forth in Article 7. Leave provisions will accrue on a prorated basis for teachers working less than 33.75 hours per five day week.

### 20.7 Summer Session

An adult education summer session of at least six (6) weeks shall be maintained for the term of the Agreement, provided the ADA can be applied to either year's ADA "cap," or the District has other funds to operate the summer session.

## 20.8 Transfer and Assignment

This article shall apply to adult education teachers working twenty (20) or more hours per five day week.

See Article 17, Section 17.11, for movement between the Adult Education Program and the K-12 Program.

## 20.9 Wages

20.9.1 Effective July 1, 2005, the adult education teachers' annual salary schedule shall be increased by three (3.0%) for the 2005/2006 school year.

20.9.2 Effective July 1, 2006, the adult education teachers' annual salary schedule shall be increased by three (3.0%) for the 2006/07 school year as set forth in Appendix G.

### 20.9.3 Longevity

Effective with the 1991/92 school year, full-time Adult Education Teachers will have longevity increments at 13, 14, 15 & 16 years (see Appendix G).

20.9.4 The parties agree that the adult school teachers covered by the Hourly Salary Schedule in Appendix G shall not include those teachers qualifying for placement on the Adult Salary Schedule (Appendix G) unless such teachers also teach in those extra classes.

20.9.5 Beginning with FY92/93, the Adult Education Teachers' hourly schedule shall be increased by the same percentage provided to K-12 teachers.

20.9.6 Section 18.13.1 shall not apply to Adult Education Teachers.

20.9.7 Full-time or half-time Adult Education Teachers shall be paid in eleven (11) equal monthly checks.

20.9.8 Full-time Adult Education Teachers shall receive a five percent (5%) stipend on the base salary.

## 20.10 Substitutes

20.10.1 Adult school shall arrange for its own substitute teachers.

20.10.2 Daytime adult school substitutes shall be paid in accordance with the schedule in Appendix G (Substitute Teacher's Salary Schedule).

20.10.3 Evening adult school substitutes shall continue to be paid at Step 1, Class A of the adult hourly rate.

## 21. DEFINITIONS

- 21.1 "Teacher" refers to any employee who is included in the bargaining unit as defined in Article 1 and therefore covered by the terms and conditions set forth herein. This definition shall apply to substitute teachers unless a specific exception is incorporated into the Agreement.
- 21.2 "Days" means school days during which students are required to be in attendance.
- 21.3 "Working days" means days during which teachers are required to be in attendance.
- 21.4 "Parties" refer to the entities described in Article 1.1.
- 21.5 "Good and sufficient reason" is an action which is neither arbitrary, capricious nor discriminatory.
- 21.6 "Consultation" is the process of meeting and exchanging ideas or opinions on an item of concern to either party for the purpose of seeking a solution to a given problem.

## 22. SUBSTITUTE TEACHERS

Substitute teachers shall be covered by all provisions of the Agreement with the specific modifications that follow:

### 22.1 Class Size

After a ten (10) consecutive day waiting period, class size overage pay shall be paid to a substitute assigned to a class with an overage as defined in Section 2.4.

### 22.2 Evaluation

22.2.1 All substitutes shall be covered by a system that provides due process to the substitute.

22.2.2 Appendix D may be applied on the first day in the assignment. A substitute shall receive a copy of all evaluation forms and shall have the right to write a written response. Substitutes shall be assigned an evaluator who shall personally observe the substitute. Article 3 (Evaluation) shall be used for extended term substitute teachers.

22.2.3 Due process shall be accorded pursuant to Education Code Section 44031: "Personnel File Contents and Inspection: 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. 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."

"Every employee shall have the right to inspect such materials upon request, provided that the request is made at a time when such person is not actually required to render services to the employing district."

"Information of a derogatory nature, except material mentioned in the second paragraph of this section, 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."

22.2.4 Substitutes may be released after four (4) negative evaluations in one (1) school year at more than one (1) site. At least one of the negative evaluations must be at a second site. If a substitute is charged with sex offense, controlled substance offense, or physical abuse, the substitute may be released immediately.

22.2.5 If a substitute is charged pursuant to Education Code Section 44010, the substitute may be removed from duty, with pay, pending the completion of the investigation and the issuance of a formal complaint by the appropriate public entity. The substitute teacher's pay and return to service under such condition will be governed by Education Code Sections 44010 and 44940.

22.2.6 The District shall honor a teacher's request on the Teacher Report Form (see Appendix D) that a substitute not come back to his/her classroom.

22.2.7 The substitute may be restricted by the principal from serving at a particular school site for the remainder of the school year. The principal must request the restriction by completing the Substitute Teacher Evaluation form (see Appendix D for Short-Term or Appendix D for Extended-Term Substitutes) and submitting it to the Human Resources Office and the substitute. If the substitute requests a conference with the principal concerning the circumstances leading to the restriction, the principal shall grant the request. The principal's decision following the conference is final.

### 22.3 Grievance

The parties shall provide for more flexible time limits in order to meet the needs of the substitute by agreeing to extend timelines upon request by the Association and agreement by the District.

### 22.4 Teaching Hours

22.4.1 Half-day substitute service shall constitute fifty percent (50%) of the current teacher's contracted day by level. One-half (1/2) day service is any service three (3) periods or less at the secondary level (7-12). In computing the periods, a preparation period counts, but the lunch period does not count.

22.4.2 Except in circumstances where the District does not provide reasonable advance notice, substitutes will report no later than thirty (30) minutes before the student reporting time at the site on the first day of a new assignment. Thereafter, for the same assignment, the reporting time shall be no later than fifteen (15) minutes prior to student reporting time.

22.4.3 After five (5) consecutive days on the same assignment, the substitute shall be responsible for classroom management. After the eighteenth (18<sup>th</sup>) consecutive day, the substitute will assume the duty hours and responsibilities of the regular teacher.

#### 22.4.4 Elementary Planning and Preparation (see Section 6.3)

Substitute teachers may utilize this program where the teacher cannot utilize it due to an absence that does not qualify for make-up, or where the teacher cannot or will not for any reason make-up the missed elementary planning and preparation time.

22.4.5 Faculty meetings shall apply only to substitutes who are extended term and have regular placement on the salary schedule (see Section 6.4).

22.4.6 In-service and staff development days shall apply only to extended term substitutes (19+ days in same assignment) who have regular placement on the salary schedule.

## 22.5 Leaves

Extended-term substitutes will not get paid for absences due to illness (except by utilizing 22.5.1 and 22.5.2 below) and bereavement leave; however, absences for these two (2) purposes shall not constitute a break in service and the substitute shall maintain the rate of pay at the time of the absence, when (s)he returns to the same assignment.

22.5.1 Substitute teachers shall be entitled to use accrued sick days beginning on the 90th day of employment.

22.5.2 Substitute sick leave shall accrue at the rate equivalent to (1) hour per every 30 hours worked.

22.5.3 Accrued sick leave is limited to the equivalent of 24 hours in a 12 month period. Unused Substitute sick leave shall carry over the following year of employment, but shall not exceed the equivalent of 48 hours in total at any time.

## 22.6 Liaison Committee

Substitutes selected for the Liaison Committee shall not be paid unless scheduled to work on the Liaison Committee meeting days.

## 22.7 Summer School

22.7.1 The terms in 13.1 and 13.3 shall apply to substitute teachers where they are working as substitutes in summer school.

22.7.2 Substitute teachers shall have second priority after regular teachers or temporaries under 13.3 for teaching vacancies that exist.

22.7.3 Adult school substitute teachers shall be assigned and paid in accordance with Article 20.10.

## 22.8 Transfer and Assignment

Substitute teachers will be assigned according to existing District practice. All substitutes will be assigned within their valid credentials. The following criteria will be applied, in order, when assigning substitutes:

- a. the request of the absent teacher
- b. the substitute teacher's preference for assignment
- c. the determination made by the principal and/or Human Resources Office;
- d. numerical rotation

## 22.9 Wages

The wage rates for substitute teachers shall be as follows:

22.9.1 Day-to-Day Substitutes

Effective September 1, 1987, the daily rate for substitutes shall be in accordance with the schedule in Appendix G.

22.9.2 Long-Term Substitutes: (6-18 days)

After five (5) consecutive days in the same assignment, a long-term substitute shall be paid in accordance with the schedule in Appendix G.

22.9.3 Extended-Term Substitutes: (19+ days)

After eighteen (18) consecutive days in the same assignment, an extended-term substitute shall be paid according to the appropriate placement on the teachers' salary schedule (Appendix G). If an extended-term substitute has less than a B.A. degree, then the salary schedule placement shall be the minimum teacher's salary.

### 23. DISTRICT RIGHTS

This District possesses all of the rights, powers, privileges and authority it had prior to the execution of this Agreement; and nothing in this Agreement shall be construed to limit the District in any way unless abridged, deleted, modified or restricted by this Agreement.



## 24. NO REPRISALS/CONCERTED ACTIVITIES

- 24.1 As a consequence of participation in activities related to bringing about this Agreement, the Parties agree that:
- 24.1.1 Neither now nor at any time in the future that neither party will file against the other, its affiliates, its officers, employees, agents or any individual teacher or administrator, a grievance, unfair practice charge or lawsuit seeking damages or other relief.
  - 24.1.2 There shall be no reprisal, harassment, or punitive action of any kind against any teacher.
- 24.2 During the term of this Agreement, the Association agrees not to engage in any strike, work stoppage, work slowdown, or any picketing in furtherance of such activity; nor will the Association in any manner encourage any employees of the District to engage in such activities, including the honoring of any union-sanctioned picket lines at District facilities.
- Nothing in this provision shall prohibit informational picketing which is not in furtherance of any existing strike, work stoppage, or work slowdown.
- 24.3 It is expressly understood that, except as expressly noted in Article 7, leave provisions of this Agreement shall not be used for any sick out, slowdown or similar concerted activity.

## 25. RELATIONSHIP OF AGREEMENT TO BARGAINING OBLIGATIONS

### 25.1 Savings Provision

In the event that any provisions of this Agreement are rendered or declared invalid by any applicable rule, regulation or order issued by governmental authority (including existing or subsequently-enacted legislation or decrees of any court of competent jurisdiction), such provision shall have effect only to the extent permitted by law. Such determination shall not in any way affect the remaining provisions of this Agreement.

### 25.2 Effect of Agreement

The provisions of this Agreement shall be consistent with the law; and, in case of changes in the law, the parties shall meet and negotiate on these changes and incorporate any resulting agreements into this Agreement.

### 25.3 Completion of Meet and Negotiations

Except as otherwise provided, the Association and the District during the term of the Agreement, expressly waive and relinquish the right to meet and negotiate with respect to the mandatory subjects of bargaining covered by this Agreement and the negotiations leading thereto, even though such subjects or matters were proposed and later withdrawn.

### 25.4 Supersession

This Agreement shall supersede any rules, regulations or practices of the District which are contrary to or inconsistent with its terms.

## 26. PEER ASSISTANCE AND REVIEW PROGRAM

A Peer Assistance and Review Program (“PAR”) shall be established effective July 1, 2000, to provide services for any tenured teacher referred as a result of an unsatisfactory final evaluation. Services may also be provided to any other certificated employee, any probationary teacher, any self-referred teacher, any intern/pre-intern, and any emergency credential teacher.

### DEFINITIONS

<u>Classroom Teacher or Teacher</u>	Any unit member who is covered by the collective bargaining agreement.
<u>Consulting Teacher</u>	An exemplary teacher selected by the Advisory Panel and meeting the requirements of section 26.2.1.
<u>Professional Development Teacher</u>	An exemplary teacher selected by the Advisory Panel and meeting the requirements of section 26.3.1.
<u>Referred Teacher Participant</u>	A unit member with permanent status whose most recent final evaluation contained an unsatisfactory in two (2) or more of the following areas: subject matter knowledge, teaching strategies, classroom management, the teacher's adherence to curricular objectives, the contribution of the teacher to the progress of the pupils toward standards established by the District of expected pupil achievement at each grade level in each area of study, the instructional techniques and strategies used by the teacher, the establishment and maintenance of a suitable learning environment within the scope of the teacher's assignment or teaching methods and instruction, as specifically designated by Section 44550 of the Education Code.
<u>Beginning or New Teacher</u>	A unit member who is (1) probationary (2) employed pursuant to a full-year temporary contract, (3) any District teacher intern or pre-intern, or (4) any new teacher to the District.
<u>Voluntary Participating Teacher</u>	A unit member with permanent status who wishes to engage in professional growth utilizing the assistance of the PAR Program.

### 26.1 Advisory Panel

#### 26.1.1 Joint Teacher-Administrator Peer Review Panel-Composition

26.1.1.1 The program’s governance structure shall include a Joint Teacher-Administrator Peer Review Advisory Panel (“Panel”). All governance duties not specifically assigned to the Panel shall remain with District management.

26.1.1.2 The Panel shall consist of four (4) teachers (one pre-K-3, one 4-6, one 7-8, and one 9-12/adult) and three administrators (one elementary (K-6), one secondary 7-12/adult, and the Director of Curriculum and Staff Development or designee).

26.1.1.3 Teacher candidates for the Panel shall be chosen by the Stockton Teachers Association. All teacher candidates shall meet the minimum qualifications as detailed in Article 26.1.2.

26.1.1.4 The District shall choose District administrator candidates.

26.1.2 Teacher Advisory Panel Member Qualifications

26.1.2.1 Teacher member must be fully credentialed classroom teacher with permanent status.

26.1.2.2 Teacher member must have three (3) years classroom experience out of the last five (5) years.

26.1.2.3 Teacher member must demonstrate exemplary teaching (as measured by two [2] consecutive commendable evaluations).

26.1.2.4 Teacher member must demonstrate an ability to work with adults.

26.1.2.5 Teacher member must demonstrate strong interpersonal skills.

26.1.2.6 Teacher member must demonstrate excellent written and oral communication skills.

26.1.3 Administrator Advisory Panel Member Qualifications

26.1.3.1 Administrator member must be a fully credentialed administrator with permanent status.

26.1.3.2 Administrator member must demonstrate exemplary abilities (as measured by consecutive commendable evaluations with no unsatisfactory or needs improvement ratings).

26.1.3.3 Administrator member must demonstrate an ability to work with adults.

26.1.3.4 Administrator member must demonstrate strong interpersonal skills.

26.1.3.5 Administrator member must demonstrate strong written and oral communication skills.

26.1.4 Selection of Teacher Advisory Panel Members

Advisory Panel vacancies will be posted to the STA membership during the spring posting process. Teacher members shall be instructed to apply directly to STA, who will screen the candidates to ensure they meet the qualifications as stated in 26.1.3. STA will have sole discretion as to which candidates will be selected based on qualifications. Panel members shall serve as members of the Panel for three (3) years. The initial Panel shall have staggered terms. The teacher Panel members shall have a 187-day contract during the term on the Panel. Joint Panel members shall receive a \$2,120.00 annual stipend for all services rendered related to PAR, effective July 1, 2006 in lieu of extra days per diem.

### 26.1.5 Advisory Panel Duties and Responsibilities

The Panel shall meet at times and places as they shall mutually determine. The Panel will meet at least six (6) times per fiscal year (July 1 – June 30). To meet, two-thirds (2/3) of the members of the Advisory Panel must be present. Such meetings shall take place during the regular teacher workday. Teachers who are members of the Advisory Panel shall be released from their regular duties to attend meetings, without loss of pay or benefits. The business of the Panel shall be conducted during scheduled Panel meetings. The responsibilities of the Panel shall include the following:

1. Select Consulting Teachers.
2. Provide annual training for Advisory Panel Members.
3. Establish its own rules and procedures, including the method for selection of a chairperson.
4. Select trainers and/or training providers.
5. Establish an application process for selection of Consulting Teachers and Professional Development Teachers.
6. Determine the number of Consulting Teachers for each school year.
7. Assign Consulting Teachers.
8. Provide written notice of participation to referred teachers, to the Consulting Teacher, and the site administrator.
9. Establish an evaluation of the program, including the role and performance of Consulting Teachers.
10. Listen to oral reports presented by Consulting Teachers.
11. Review written reports by Consulting Teachers.
12. Prepare and present reports to the District Superintendent.
13. Present recommendations concerning PAR participants to the Superintendent with the following statements: "After sustained assistance, was able to demonstrate satisfactory improvement" or "After sustained assistance, was not able to demonstrate satisfactory improvement." The overall vote of the Panel shall be included.
14. Prepare and present an annual review of the impact of the PAR program to the Governing Board with copies provided to the Superintendent and the STA Board, including recommendations for improvements.
15. Submit a proposed budget to the Director of Curriculum and Staff Development annually.
16. All proceedings and materials related to evaluations, reports, and other personnel matters shall be strictly confidential. Therefore, joint committee members and Consulting Teachers may disclose such information only as necessary to administer this article.
17. District agrees to indemnify and hold harmless and provide a defense to the Association and any Association-selected member of the Advisory Panel against any claims, cause of action, damages, grievances, administrative proceeding or other litigation arising from the Association's participation in Peer Assistance and Review. The Association retains the right to select its own attorney to represent it in such actions and will maintain complete control of the litigation. The District will pay the legal costs and fees in such actions.

### 26.2 Consulting Teacher

The PAR Advisory Panel shall select Consulting Teachers. Consulting Teachers shall serve as Consulting Teachers for a three (3) year term. In the first year of the program, Consulting Teachers shall be assigned staggered terms. In addition to regular salary, a Consulting Teacher shall receive \$4,240.00 annually for all work done related to the PAR Program, effective July 1, 2006 in lieu of extra days per diem. The Advisory Panel must approve any work performed beyond the work year.

The number of days beyond the work year, each year, shall not exceed ten (10) days. Consulting Teachers shall be released from their classroom assignment on a full-time basis for the duration of time they serve as a Consulting Teacher.

#### 26.2.1 Consulting Teacher Qualifications

- 26.2.1.1 Consulting Teacher candidate must be a fully-credentialed classroom teacher with permanent status.
- 26.2.1.2 Consulting Teacher candidate must have three years (3) out of the last five (5) years as classroom experience.
- 26.2.1.3 Consulting Teacher candidate must demonstrate exemplary teaching as measured by two (2) consecutive commendable evaluations. Consulting Teacher must provide as part of the application process three (3) references from individuals with specific knowledge of his/her expertise as follows:
  - a. A reference from a site administrator principal or immediate supervisor,
  - b. A reference from an STA representative, and
  - c. A reference from another classroom teacher
  - d. Members of the Joint Advisory Panel are prohibited from writing recommendations for any candidates. All applications and references shall be treated confidentially.
- 26.2.1.4 Consulting Teacher candidate must demonstrate an ability to work with adults.
- 26.2.1.5 Consulting Teacher candidate must demonstrate strong interpersonal skills.
- 26.2.1.6 Consulting Teacher candidate must demonstrate excellent written and oral communication skills.
- 26.2.1.7 Consulting Teacher candidate must demonstrate ability to meet timelines.

#### 26.2.2 Consulting Teacher Duties & Responsibilities

- 26.2.2.1 Consulting Teacher will meet regularly with teacher participants for observations and discussions, and shall provide no less than 40 hours of assistance to each referred teacher participant per semester.
- 26.2.2.2 Consulting Teachers shall assist teachers by demonstrating, observing, coaching, conferring, and referring or by other activities, which in their professional judgment will assist those teachers assigned to them.
- 26.2.2.3 A Consulting Teacher shall serve on a full-time released basis and shall not be assigned more than ten (10) Referred Teacher Participants. If the Consulting Teacher has less than ten (10) Referred Teacher Participants assigned, they may also be assigned Beginning, New, and Voluntary Participating Teachers, up to a maximum of two (2) for each Referred Teacher participant less than ten (10). Consulting Teacher shall consult with and provide guidance to pre-interns, emergency permit teachers, newly hired teachers that do not receive services from other programs, experienced teachers volunteering for the program, and those teachers required to participate in the PAR program.

- 26.2.2.4 Functions pursuant to this article by bargaining unit employee shall not constitute either management or supervisory functions. The consulting teacher shall continue all rights of bargaining unit members.
- 26.2.2.5 Upon completion of his/her service as a full-time release Consulting Teacher, each teacher shall be returned to his/her regular assignment held prior to becoming a Consulting Teacher.
- 26.2.2.6 Consulting Teacher shall participate in meetings with other Consulting Teachers in the District.
- 26.2.2.7 Consulting Teacher shall maintain a written log of contacts and support given to each Referred Teacher Participant, and Beginning or New teacher(s) as assigned.
- 26.2.2.8 Consulting Teacher shall document all observations, visitations and meetings.
- 26.2.2.9 Consulting Teacher shall meet with the Referred Teacher Participant to discuss the PAR program, establish performance goals, and develop the assistance plan and a process for determining the completion of the PAR Program.
- 26.2.2.10 Consulting Teacher shall meet with the Volunteer Participating Teacher volunteering for assistance and establish goals, and develop an assistance plan.
- 26.2.2.11 Consulting Teacher shall conduct multiple observations during classroom instruction and provide immediate written feedback after each visit.

### 26.2.3 Consulting Teacher Rules and Procedures

- 26.2.3.1 Consulting Teacher shall monitor each Referred Teacher Participant or Beginning or New Teacher's progress and submit periodic results to the Advisory Panel.
- 26.2.3.2 Consulting Teacher shall provide continual assistance to the Referred Teacher Participant until it is concluded that the Referred Teacher Participant performance is satisfactory, and/or until it is determined that further assistance will not be productive, and/or the Consulting Teacher's term expires.
- 26.2.3.4 A copy of the Consulting Teacher's final report shall be submitted and discussed with each teacher. The Referred Teacher Participant must sign the final report before it is submitted to the Advisory Panel. Should the teacher refuse to sign the final report, such note shall be made on the final report and the final report shall be forwarded to the Advisory Panel.
- 26.2.3.4 The Consulting Teacher shall meet and consult with the site administrator regularly.

### 26.2.4 Consulting Teacher Performance

- 26.2.4.1 The Director of Curriculum and Staff Development shall act as the primary supervisor and liaison between the Advisory Panel and the Consulting Teacher. Performance evaluations shall be prepared by the Director of Curriculum and Staff Development for each Consulting Teacher and shall be reviewed by the Advisory Panel.

- 26.2.4.2 Failure by the Consulting Teacher to maintain confidentiality shall be grounds for immediate termination as a Consulting Teacher.
- 26.2.4.3 If it is determined that the Consulting Teacher shall not be retained for the following year, he/she shall be returned to his/her previous assignment.

26.3 Professional Development Teacher(s)

The Advisory Panel shall select the Professional Development Teachers. Professional Development Teachers shall serve a three (3) year term. For the initial year of the program, Professional Development Teachers shall be assigned staggered terms. Professional Development Teachers shall be released from their classroom assignment on an as needed basis, in order to perform their assigned duties as Professional Development Teacher; Disruption to the classroom shall be held to a minimum. Professional Development Teachers shall serve one hundred and eighty five (185) day work year, and receive an annual stipend of \$2,650.

26.3.1 Professional Development Teacher Qualifications

Professional Development Teacher candidates shall meet all of the qualifications of the Consulting Teachers. Professional Development Teachers shall also meet all of the qualifications of the BTSA Support Providers.

26.3.2 Professional Development Teacher Duties & Responsibilities

- 26.3.2.1 Professional Development Teachers shall provide one (1) staff development activity per month (September through June).
- 26.3.2.2 Professional Development Teachers shall provide support services to one (1) new teacher in the BTSA program or other teacher as assigned.
- 26.3.2.3 Professional Development Teachers shall meet, on a regular basis (monthly), with Consulting Teachers, BTSA support providers, and the Curriculum Department, to discuss and coordinate needed staff development activities.

26.3.3 Professional Development Teacher – Rules and Procedures

- 26.3.3.1 Professional Development Teachers shall be selected using the BTSA support provider application process.
- 26.3.3.2 Professional Development Teachers shall be released from their classroom assignment on an as-needed basis to provide support and staff development. Disruption to the classroom shall be held to a minimum.
- 26.3.3.3 Professional Development Teachers shall comply with and follow all aspects of the BTSA Program.

26.4 Referred Teacher Participant(s)

26.4.1 The participation of a teacher in the PAR program shall be confidential, and any discussions shall be limited to those individuals directly involved with the teacher. Assistance shall be provided to the Referred Teacher Participant by the Consulting Teacher under this Article and shall be reviewed by the Advisory Panel.



- 26.4.2 A Referred Teacher Participant may participate in the designation of his/her Consulting Teacher; however, the Advisory Panel shall make the final assignment.
- 26.4.3 Consulting Teacher and site administrator are expected to establish a cooperative relationship and shall coordinate and align the assistance provided to the Referred Teacher Participant. The Site Administrator and Consulting Teacher shall meet and discuss the recommended areas of improvement and the types of assistance that might be provided by the Consulting Teacher. The Consulting Teacher's assistance and review shall focus on the specific areas recommended for improvement by the Referred Teacher Participant's Site Administrator in the improvement plan. These recommendations shall be written, aligned with student learning, clearly stated, and consistent with Education Code Section 44662. These recommendations shall be considered the performance goals required in Education Code Sections 44644(a) and 44550(b) (2).
- 26.4.4 The Referred Teacher Participant shall meet with the Consulting Teacher to discuss the plan for assistance.
- 26.4.5 Before April 1<sup>st</sup> of each year, the Consulting Teacher shall complete a written report evaluating the Referred Teacher Participant's participation in the PAR program. The report shall consist solely of: (1) description of assistance provided, and (2) description of results in targeted areas. A copy of the report will be presented and discussed with the Referred Teacher Participant. The report shall also be submitted to the Advisory Panel. The Consulting Teacher's report shall be made available to the District for placement in the Referred Teacher Participant's personnel file.

26.5 Voluntary Participating Teacher (s)

- 26.5.1 All communication between the Consulting Teacher and the Voluntary Participating Teacher shall be confidential and shall not be shared without written permission of the Voluntary Participating Teacher. The Consulting Teacher shall present written reports to the Voluntary Teacher only.
- 26.5.2 The purpose of participation in the PAR program for the Voluntary Participating Teacher is for assistance only, and the Consulting Teacher shall not participate in a performance review of the Voluntary Participating Teacher. Neither the Consulting Teacher nor the Advisory Panel shall forward any documents or information concerning the teacher's participation by any Voluntary Participating Teacher in the PAR Program.

26.6 Beginning or New Teachers (s)

- 26.6.1 A Consulting Teacher or Professional Development Teacher will be assigned to Beginning or New Teachers to provide assistance. Assistance shall be concentrated in the area of The California Standards for the Teaching Profession. All Beginning or New Teachers who are eligible for BTSA are required to participate in the BTSA Program.
- 26.6.2 The Consulting Teacher and the Professional Development Teacher shall have a cooperative relationship with the Beginning or New Teacher's site administrator.
- 26.6.3 The Consulting Teacher and/or the Professional Development Teacher shall make multiple observations of the Beginning or New Teacher. The Consulting Teacher and/or the Professional Development Teacher shall assist the Beginning or New Teacher as often as they deem necessary.

## 26.7 Additional Teacher Rights

26.7.1 The District agrees to indemnify and provide a defense for Consulting Teachers against any claims, causes of action, damages, grievances, administrative proceedings or any other litigation arising from the Consulting Teacher. The Consulting Teacher retains his/her right to select his/her own attorney to represent him or her in such actions. The District will pay legal costs and fees in such action.

26.7.2 Participating teachers have the right to be represented throughout these proceedings by the Association representative of his/her choice.

26.8 PAR activity/language (26.1 through 26.7 and references to PAR elsewhere in the Agreement) is suspended through June 30, 2023.

- a. Until otherwise negotiated, any teacher who most recently received an Unsatisfactory final evaluation, shall, for the following year:
  - ...if currently referred to PAR is to be followed up with in 2023-2024.
  - ...evaluation-related support for teachers who most recently received a final evaluation of Unsatisfactory shall be parallel to that of teachers who received Needs Improvement.
  - ...shall not be reassigned any evaluator who has previously evaluated the teacher as Unsatisfactory.
  - ...shall be allocated a “site mentor” (paralleling existing practice; similar but not identical to an induction support provider and not necessarily from the teacher’s site). The District shall make every effort to pair appropriately experienced mentors for the teacher’s context (e.g. life level, subject, SPED, etc.). Selection and compensation shall parallel existing practice for site mentors.
- b. For anyone appointed to the PAR panel, 2020-2021, 2021-2022, and 2022-2023 each shall not be considered a year of their term.
- c. The District and the Association agree to form/maintain a committee of six individuals, three appointed by each party, to jointly continue crafting, modifying and/or developing a program to address the resources and supports needed by PAR candidates and make a presentation with recommendations to the bargaining teams for 2022-2025 Successor negotiations. The committee may meet during the work day with District paid release time, on a District-paid hourly basis outside the teachers’ work day, or both.

## 27. CONTRACT WAIVER

### 27.1 Purpose and Guidance

#### 27.1.1 Purpose

The purpose of the site-based decision making contract waiver is to provide an opportunity for school employees (management, certificated and classified) and the school community to jointly shape decisions regarding governance, curriculum and organization at the school level in order to improve the teaching-learning process. Proposals originating from this problem solving process can range from one that is limited in scope and affects a small segment of the school to one that is broad enough to affect the entire school. Proposals that make changes that previously would have been discretionary to the school and within the authority of the principal need not be subjected to this process. The purpose of this process is to set forth the steps that originators of educational change proposals based upon concepts of participatory management must take to get approval for the change.

#### 27.1.2 Guidance (Chronological Overview)

This subsection illustrates the intended time sequence of steps in the waiver generation and approval process. While deviating from the timeline shown below can incidentally create risks of non-approval, the later “Process” section of this article is the authoritative rule. It is merely recommended that sites follow this timeline in order to achieve compliance with the process.

November (preview)	<ul style="list-style-type: none"> <li>● STA site rep(s) provide teachers with rough waiver language showing proposed changes, then also preview with teachers at the November faculty meeting in preparation for the December faculty meeting.</li> </ul>
December (finalize)	<ul style="list-style-type: none"> <li>● STA site rep(s) distribute waiver language to the faculty at least 3 working days (72 hours) ahead of the last faculty meeting in December.</li> <li>● At the December faculty meeting, STA site rep(s) address any concerns or questions, and also conduct a straw poll to verify general support.</li> <li>● STA site rep(s) finalize waiver language in light of Q&amp;A / straw poll.</li> </ul>
January (vote)	<ul style="list-style-type: none"> <li>● STA site rep(s) distribute finalized waiver language to all staff at least 3 working days (72 hours) before a faculty meeting in January.</li> <li>● At a January faculty meeting, STA site rep(s) would conduct an official waiver vote by STA members.               <ul style="list-style-type: none"> <li>○ If the waiver vote passes with a 2/3 supermajority approval, STA site rep(s) will deliver a copy of the waiver to STA.</li> </ul> </li> <li>● At the January School Site Council (“SSC”) meeting, STA site rep(s) will present the waiver for SSC vote.               <ul style="list-style-type: none"> <li>○ If SSC approves the waiver, STA site rep(s) will deliver a copy to STA.</li> </ul> </li> </ul>
February (acid test)	<ul style="list-style-type: none"> <li>● STA reviews the request.               <ul style="list-style-type: none"> <li>○ STA President/CTA Staff reviews the request.</li> <li>○ If approved the Site Rep will present the waiver to the Association’s executive board for final approval.</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>○ If rejected, the waiver will be returned to the site rep(s) to draft more appropriate contract waiver language.</li> <li>○ If approved, STA will sign and send it to the District for approval.</li> <li>● SUSD reviews the request. <ul style="list-style-type: none"> <li>○ If rejected, the waiver will be returned to the site rep(s) to draft more appropriate contract waiver language.</li> </ul> </li> <li>● If approved, the District will sign and bring the waiver to the school board for final approval.</li> </ul>
March / April (approval)	<ul style="list-style-type: none"> <li>● The SUSD school board either approves or denies the waiver as written. Approval is required for waiver authorization.</li> </ul>

27.2 Process

The School Site Council (“SSC”), as constituted by Education Code Section 52800 et. seq., shall be the site authority for contract waiver and for recommending action to the Board of Education. Any sub committee of the School Site Council addressing potential waivers of the SUSD/STA collective bargaining agreement shall be constituted with a majority of teachers.

The District and Association recognize the need for all participants to have accurate information concerning the operation and procedures of the School Site Council. In an effort to keep all participants informed, the District and Association will jointly produce the "School Site Councils: Their Composition, Role, and Responsibilities." This manual will be made available to school site staff. The District and Association will work jointly to make suggestions on how the School Site Council can be as effective as possible.

27.2.1 Change originators develop a specific change proposal. The proposal should identify the educational purpose, the methods to be used, the process by which the proposal is to be evaluated and fiscal impacts, and may include additional descriptive materials. Proposal originators shall also be required to show definite proof of substantial support by all staff that will be affected by the proposal.

27.2.2 The contract waiver will be reviewed by the School Site Council. In addition to judging the educational value of the proposal, the School Site Council will assure that the plan is in conformance with the school plan. In reviewing the proposal, the School Site Council should work closely with the originators and others to consider or redefine the proposal and include timelines for implementation. Aside from waiver renewals (27.2.2.1), contract exceptions are granted for one (1) year at a time. In some cases, it may be necessary to implement the proposal for more than one (1) year. In no case shall a proposed contract exception exceed two (2) years without an additional vote. Also, the School Site Council is responsible, along with the originators, to identify any conflicts the proposal may have with collective bargaining agreements, District regulations and State law. In making these identifications, the Council shall consult with STA and the District. The Council shall carefully consider ramifications and alternatives before determining a need for any contract exception, Board Policy waiver or State law waiver. (Conflicts with Federal law must be resolved prior to submission to the Assistant Superintendent of Human Resources or designee.)

Once the proposal is fully developed, the school site council shall forward the proposal, along with its recommendation(s), to the Assistant Superintendent of Human Resources or designee, as well as Assistant Superintendent of Educational Services or designee.

#### 27.2.2.1 Waiver Renewals

A waiver renewal refers to reusing identical waiver language (only updating the indicated school year) in current use at the site, authorized the previous year by STA and the school board.

Waiver renewal differs from the normal process in that a renewal:

- can be requested either for the next one (1) school year or for the next two (2) school years;
- explicitly verifies with voting staff that no changes to the current waiver are desired;
- may be undertaken earlier in the school year as there is no need for modifying, removing, or adding any language; and
- only requires the site faculty vote to approve by a simple majority (instead of a two-thirds majority).

The Association and District each retain discretion to approve any two (2) year waiver request for one (1) year instead of a requested two (2).

If a waiver renewal's simple-majority faculty vote fails or the SSC itself does not approve the renewal, the staff remains free to pursue (mindful of timelines) the full waiver process with new or updated language that a staff supermajority and SSC would each find acceptable.

27.2.3 The proposal is sent to: 1) Stockton Teachers Association President. STA reviews the waiver, if approved, signs the waiver and sends it to the Assistant Superintendent of Educational Services or designee Elementary or Secondary Education. Educational Services is responsible for legal and educational review. If any party requests a meeting to discuss the proposal, a meeting will be convened prior to the proposal being presented to the Board. The meeting will be for review purposes only.

The proposal is then sent to the Superintendent for placement on the Board of Education agenda for its consideration. The requesting school will present its proposal to the Board of Education. The Superintendent may make recommendations to the Board, but approval of the proposal rests with the Board. If the Board approves the proposal and there is a need for changes or exceptions to Board Policy or State law waivers, the Board will direct that those activities be undertaken prior to the implementation of the proposal. If there are conflicts with other collective bargaining agreements, the Board will direct the administration to work with those units to seek waivers.

27.2.4 If the plan requires an exception to the SUSD/STA contract, the process shall be as follows:

27.2.4.1 Exceptions shall be limited to the following articles:

Article 2. Class Size

Article 6. Teaching Hours

Article 8. Liaison Committee

Article 9. Miscellaneous

Article 12. Preschool Programs

Article 19. Walton Special Center

Article 20. Adult Education Teachers

27.2.4.2 Following approval by the SSC, A Contract Waiver Request Form shall be completed by the school site and sent to the STA President for review. All members of the School Site Council who are present for the vote (or in the event of an emergency vote on a secret mail or electronic ballot with a 30 day notice per AB361) must sign SBFORM2 (see Appendix H). Appendix H and any other documents to be delivered in connection herewith may be electronically signed in the event of an emergency, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

27.2.4.3 Following waiver document submission to STA, the STA will review the request and then sign and send it to the District if approved. If tentatively approved by both, the District will bring the waiver to the school board for approval. If rejected by either party, the waiver will be returned to the faculty representative with the option to draft more appropriate contract waiver language. Any subsequent language agreed to shall be returned to SSC and the site faculty representative(s) for a vote by both the faculty and SSC before then being resubmitted to the District and STA for approval before finally going to the school board.

27.2.4.4 Ballots for faculty voting will be prepared by the faculty representative (s) and contain the wording sent by the District and STA.

27.2.4.5 The proposed contract waiver language will be distributed at least three (3) working days prior to the vote. The vote will be by secret ballot and conducted at a regular faculty meeting (or, in an emergency making in-person voting unsafe, using secret ballot by mail or electronic secret ballot). A ballot will be mailed to off-session faculty at year-round schools or any school format involving staff rotation that could inhibit off-cycle member access to voting.

27.2.4.6 The votes will be tallied by the principal and the faculty representative (s) and reported on the Final Exception Form (Appendix H).

27.2.4.7 At least two-thirds (2/3) of the teachers voting must vote in the affirmative to deviate from the contract (Appendix H).

- 27.2.4.8 The faculty will be notified of the results of the vote no later than twenty-four (24) hours after the vote.
- 27.2.4.9 The Final Exception Form will be completed and sent to the SUSD Human Resources Office and the STA Office.
- 27.2.4.10 To continue the exception, it must be voted on against the end of the timeline specified in the proposal.
- 27.2.4.11 It is permissible to vote on an exception at the end of one year to affect the next school year.
- 27.2.4.12 If the majority of the teachers determine that the agreed-upon exception is not solving the identified problem, the principal and faculty representative (s) should contact the SUSD Human Resources Office and the STA Office to request a modification or discontinuance of the exception.

28. DISTRICT-ASSOCIATION EDUCATIONAL REFORM PARTNERSHIP  
Educational Policies and Professional Practices Committee

The Association and the District agree to establish the Educational Policies and Professional Practices Committee. The committee shall have three (3) areas of responsibility:

- a. Administering the school reform substitute bank;
- b. Joint training and development on site-based decision making and principled decision making;
- c. Establish a dispute resolution center.



## 29. DURATION OF AGREEMENT

- 29.1 This Agreement is effective from July 1, 2019 through midnight, August 31, 2022.
- 29.2 The June 12, 2020 tentative agreement completes successor negotiations for 2019-2020 and extends the collective bargaining agreement through August 31, 2022.

The parties agree to reopeners for 2020-2021 and 2021-2022, each to open:

- Article 4: Benefits,
- Article 18: Wages, and
- Two (2) Articles of each party's selection.

For 2020-2021, Article 26 (PAR) and Article 2 (Class Size) shall additionally be reopened.

- 29.3 Bargaining shall commence on the proposals as soon as possible after the adoption of the District's proposals by the Board of Education. Members of the unit negotiating for the Association on release time shall not exceed the number of District negotiators, but shall not be less than four (4) on release time.