

Spreckels Union School District

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MASTER AGREEMENT

between

SPRECKELS UNION SCHOOL DISTRICT

and

SPRECKELS TEACHERS ASSOCIATION, CTA/NEA

July 1, 2021 through June 30, 2024

MASTER AGREEMENT

Spreckels Union School District
and
Spreckels Teachers Association, CTA/NEA

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ARTICLE I

Unit Recognition

1. The Governing Board of the Spreckels Union School District confirms its recognition of the Spreckels Teachers Association/CTA/NEA (hereinafter referred to as Association) as the exclusive representative for that unit of employees recognized by the District per its resolution dated February 12, 1991.
2. The representation unit consists of all certificated positions other than those clearly identified as management, confidential, or supervisory in nature.

ARTICLE II

Agreement

1. **Parties:** The Articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Governing Board of the Spreckels Union School District ("District") and the Spreckels Teachers Association/California Teachers Association/National Education Association ("Association"), an employee organization.
2. **Legal Reference:** This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code ("Act").
3. **Term:** This agreement represents the entire terms and conditions between the Governing Board of the Spreckels Union School District and Spreckels Teachers Association, and shall be in full force and effect from July 1, 2021 and continue in full force and effect until midnight June 30, 2024 and shall continue in full effect from year to year thereafter, unless either party shall give the other party written notice in accordance with Article IV Negotiations.

ARTICLE III

Definitions

1. **Teacher** means any employee who is included in the appropriate unit as defined in Article I and therefore covered by the terms and provisions of this Agreement.
2. **Days** means all work and instructional days included in the District adopted school calendar.
3. **School Day** means the amount of time each day during which students are required to be in school, unless otherwise provided.
4. **Workday** is defined as 395 minutes, excluding the scheduled lunch break.
5. **Negotiable items** (3543.2) means matters relating to wages, hours of employment, and other terms and conditions of employment.
6. **Full Credential** is defined as Preliminary, Clear, Professional, Professional Clear, Standard or General credential or equivalent, as issued the California Commission Teacher Credentialing.
7. **Terms and conditions of employment** means health and welfare benefits as defined by Section 53200, leave policies, safety conditions of employment, class size, procedures to be used for the evaluation of employees, organizational security pursuant to Sections 3645, and procedures for processing grievances pursuant to Sections 3548.6, 3548.8. In addition, the exclusive representative of certificated personnel has the right to consult on the delineation of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks to the extent such matters are within the discretion of the public school employer under the law.
8. **Meeting and negotiating** means meeting, conferring, discussing and/or negotiating by the exclusive representative and the public school employer in good faith effort to reach agreement on matters within the scope of representation.
 - A. The agreement shall be for a period of not more than three (3) years.
 - B. The duty to meet and negotiate in good faith requires the parties to begin negotiations prior to the adoption of the final budget for the ensuing year sufficiently in advance of such adoption date so that there is adequate time for agreement to be reached, or for the resolution of an impasse (3543.7).

9. **Impasse** (3540.1 fl) means that the parties to a dispute over matters within the scope of representation have reached a point in meeting and negotiating at which their differences in positions are so substantial or prolonged that future meetings would be futile. (Impasse procedures shall be according to Government Article 9, Sections 3548.)

ARTICLE IV

Negotiation Procedures

1. Either party may utilize the services of an outside consultant to assist in the negotiations.
2. The District and the Association may discharge their respective duties by means of authorized officers, individuals, representatives, etc.
3. Within ten (10) working days of satisfaction of the public notice requirements, and not later than forty-five (45) days following submission of the proposal, negotiations shall commence at a mutually acceptable time and place for the purpose of negotiating matters within the scope of negotiations. The terms and conditions of this Agreement will remain in full force and effect during such negotiations.
4. The Association shall select three (3) representatives (**Negotiating Team**), each of whom shall receive release time from the teaching assignment when involved in negotiations during regular teaching days.
5. The District shall furnish the Association's designee with a copy of all budgetary and other information that is necessary for the Association to fulfill its role as the exclusive bargaining representative as soon as it becomes available. This shall include state, county, and District reports, worksheets, salary schedules, placement of personnel, etc.
6. The Association may request to negotiate the Master Agreement by notifying the Superintendent in writing no later than March 31 of the last year of the Agreement.
7. The Association shall present its re-opener proposals for years two and three of the agreement no later than 3/31 of each year. Re-openers include:
 - A. Wages
 - B. Fringe Benefit
 - C. One other choice (for each party).
8. The District shall have the option of three re-openers for years two and three.

ARTICLE V

District Rights

1. It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. The adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and expressed terms of the Agreement, and then only to the extent such specific and expressed terms are in conformance with law.
2. The District retains its rights to amend, modify or rescind policies and practices referred to in this agreement in cases of local, state and national emergencies and/or catastrophes with prior consultation with the Association, whenever possible.
3. The District retains its rights to deal with work slow down or stoppage according to law.

ARTICLE VI

Association Rights

1. All Association business, discussions, and activities may be conducted by employees or Association officials on District property, provided that:
 - A. An authorized Association representative provides advance notification to the Superintendent or designee regarding the specific time and place and the general type of activity to be conducted; and
 - B. Such activities and use of facilities will not interfere with the school program and/or duties of employees, and will not directly or indirectly interfere with the right of employees to refrain from listening or speaking with Association representatives.
2. The Association and its members have the right to make use of school equipment normally assigned and located for teacher use for official Association business at times other than the assigned instructional day when equipment is not in use for instructional purposes. Association must furnish its own supplies or purchase such from the school.
3. The Board shall place on the agenda of each regular Board meeting matters brought for consideration by the Association provided that such matters are known to the Superintendent's office seven (7) days prior to said meeting. Oral presentations shall be included in the **Oral and Written Communications** portion of the agenda.
4. The Association has the right to use the school mailboxes and bulletin board spaces designated by the Superintendent, provided that:
 - A. All postings for bulletin boards or items for school mailboxes must contain the date of posting or distribution and the identification of the organization together with a designated authorization by the Association president or his/her designee.
 - B. A copy of such postings or distributions must be delivered to the Superintendent or designee and principal or designee at the same time as posting or distribution; and
 - C. The Association will not post or distribute information which slanders or libels or is deliberately derogatory of the District or its personnel, subject to the immediate removal by the District of the right to post or distribute for a period of at least one full trimester.

5. The Superintendent and/or Association President (or designee) may request to meet bi-monthly to discuss matters of mutual interest and/or concern and to allow for the input of the Association on subjects of District-level importance.
6. Upon request from the local association, the District shall make available each trimester, a list of all bargaining unit members, work site and work email address.
7. The District shall provide the local association the name and contact information for each new hire in the STA bargaining unit within ten days of their hire. If the District provides an orientation or training for new hires in the bargaining unit, the District shall notify the association and provide the association with at least fifteen (15) minutes to introduce and discuss the role of the association and to provide membership information.

ARTICLE VII

Employee Rights

1. **ACADEMIC FREEDOM:** It is recognized that the welfare of students is served through the introduction and open exchange of ideas, materials and positions which might be deemed unpopular or controversial, unless such action violates standards set forth by state or federal law, rule or regulation.
2. The District and the Association recognize the right of the employee to form, join and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form, join or participate in organization activities.

ARTICLE VIII

Organizational Security

1. Dues and Deductions Authorization

- A. Any certificated employee may sign and deliver to the employer an assignment authorizing deduction of exclusive representative's membership dues. Such authorization shall continue in effect from year to year under this Agreement unless revoked in writing within a period of thirty (30) days following expiration of this Agreement. Pursuant to such authorization, the employer shall deduct one-tenth (1/10) of such dues from the regular salary check of the member of the Unit each month for ten (10) months. Deductions for members of the Unit who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.

2. Membership Drop Procedure

- A. As per California Teachers Association membership procedures, association members shall provide notice of intent to drop membership in writing to the STA President. The STA President shall notify the District of any STA members dropping STA/CTA/NEA membership.
- B. Upon receipt of a copy of the written request to drop STA/CTA/NEA membership from the STA President, the District shall cease automatic payroll deduction as provided in Section 1 of this Article.

3. Forwarding of Dues/Fees Deducted

- A. With respect to all sums deducted by the District pursuant to this article, the District agrees to remit promptly such monies to the California Teachers Association accompanied by an alphabetical list of the names of certificated employees for whom such deductions have been made.

ARTICLE IX

Employment Conditions and Hours

1. A workday is 395 minutes, excluding the scheduled lunch break, beginning 15 minutes before the first bell rings. The District will annually provide a workday schedule prior to the first day of instruction. Prior arrangements can be made with the appropriate administrator for absence from campus for any portion of the professional day.
2. Attendance at staff meetings and District scheduled meetings is required unless absence approval has been obtained from the appropriate administrator.
3. Regularly scheduled staff meetings shall be calendared and personnel are to receive notice of meetings, and the opportunity to request agenda items, at least forty-eight (48) hours prior. In the event of an extreme emergency, the notification requirement is waived in order to meet.
4. The workyear consists of 180 instructional days, 4 professional development days and 3 workdays. Teachers are required to attend each of the 4 professional development days
5. The school year calendar shall contain 3 teacher workdays. In addition, at least five minimum days to be used for parent-teacher conferences. Additional minimum days for other purposes shall be calendared yearly as needed.
6. The District reserves the right to amend the calendar if needed to meet the state imposed instructional minutes requirements.
7. After receiving input from STA, the District shall annually publish a master calendar to be distributed to teachers.
8. The District will provide meeting time for the Association during the in-service schedule at the beginning of the school year.
9. STA will provide a calendar with scheduled meeting dates annually to the District at the beginning of each school year.
10. Preparation periods are provided to allow the individual classroom teacher time to adequately plan and prepare for instruction on a day-to-day basis for their assigned students. At the middle school, teachers will receive one prep period daily equivalent to the number of minutes of a core class. At the elementary school, teachers will receive one forty-five (45) minute prep period daily between the final bell of the student day and the end of the 395 minute workday. The following days are set aside for designated meetings;

- 1) two (2) Wednesdays each month are reserved for teacher generated activities (this may include STA meetings)
- 2) two (2) Wednesdays each month are reserved for administrator generated activities
- 3) in the event there are five (5) Wednesdays in a month the day will be reserved for a teacher generated activity

A. Preparation periods are those minutes of time during each week, when pupils are not assigned - exclusive of lunch and recess - for each teacher assigned in the basic instruction skills program. Preparation periods may include:

- 1) Preparation of classroom materials
- 2) Parent conferences and contacts
- 3) Principal-Teacher conferences
- 4) Individual program planning
- 5) Research and materials acquisition for individual classroom curriculum
- 6) Conferencing with another teacher to articulate any shared student's programs and progress
- 7) IEP or Student Study meetings for teacher assigned students

11. Employee personnel files shall be located solely in the District Office. The District shall respond to teacher requests for access to their personnel files within twenty-four (24) hours. The District is required to have an administrator or designee present in the room when the file is viewed (BP/AR 4112.6, EC 44031).
12. Kindergarten teachers who are required to assess students may be provided up to two (2) days of release time per trimester for assessment of their students. First-grade teachers who are required to assess students may be provided with up to one (1) day of release time per trimester for assessment of their students. These assessment days shall be mutually scheduled with the site Principal.
13. The District shall provide a reasonable amount of time to accommodate an employee each time she has a need to express breast milk for her infant child (Labor Code 1030). To the extent possible, such break time shall run concurrently with the break time already provided to the employee.
14. Teachers are required to attend all District Professional Development Days. Teachers will be docked their daily rate for each missed day unless granted

approval by the site Principal and successful completion of seven (7) hours of make-up activities.

ARTICLE X

Safety

1. Employee Responsibilities

- A. The employee shall maintain safe and healthy conditions in his/her teaching or work areas of responsibility, including the Staff Room.
- B. The employee shall report in writing any practice or condition, which poses a threat to the health or safety of any person associated with the School District to his/her immediate supervisor.

2. District Responsibilities

- A. The employee shall not be required to work under unsafe conditions or perform tasks which endanger his/her health, safety, or well-being.
- B. The District shall respond in writing to any written employee report within five (5) working days.
- C. The Superintendent or designee may meet with representatives of the Association periodically to discuss and/or implement suggested improvements in the school environment.

ARTICLE XI

Class Size and Classroom Conditions

1. Class Size

- A. Class size shall be determined by the District using the following standards: financial resources, administrative practicality, availability of facilities, applicable federal, state and local laws, instructional policies, estimated and actual enrollment, and distribution of pupils.
- B. At the point when the average number of students per class exceeds the following ratio: 25 to 1 (K), 25 to 1 (grades 1-3), and 29.9 to 1 (grades 4-8), teachers concerned and administration shall meet within ten (10) workdays after a written request to discuss and attempt to remedy the overcrowded situation to mutual satisfaction.
- C. Additional pay of \$1000 will be granted annually in the event regular class enrollment in a self contained classroom exceeds 27 (K-3) or 30 (4-5). Eligibility for additional pay will be based on the average enrollment for each school month through the 10th of November for the first installment of \$500 and through the 10th of May for the second installment of \$500. Mainstreamed students will not be counted in the enrollment number.
 - 1) In the event that a teacher is assigned a combination class she/he will receive a stipend as specified in Appendix C. Stipend Schedule.
- D. If total student contact for core classes per day exceed 150 students at the middle school level, additional pay of \$1000 will be granted annually. Eligibility for additional pay will be based on the average enrollment for each school month through the 10th of November for the first installment of \$500 and through the 10th of May for the second installment of \$500. Mainstreamed students will not be counted in the enrollment number.
 - 1) Compensation for a departmentalized setting available for Full Time Teachers only.
- E. Whenever a combination/multi-age class occurs, the student-teacher ratio shall not normally exceed 26 to 1 and if enrollment exceeds 26 students, additional pay of \$1000 will be granted annually. Whenever a combination/multi-age occurs in grade 4-8 the student-teacher ratio shall not normally exceed 29 to 1. If enrollment exceeds 29 students, additional pay of \$1000 will be granted annually. Eligibility pay will be based on the average enrollment for each school month for additional

through the 10th of November for the first installment of \$500 and through the 10th of May for the second installment of \$500. Mainstreamed students will not be counted in the enrollment number. Whenever aide time is available, service to combination/multi-age classes will be a priority.

- F. Additional pay will be paid in equal installments in December and June of each fiscal year.
2. Instructional programs and services of special instructional programs, implemented and funded through agreements and special guidelines, shall be regulated by the rules and regulations of funding agencies.
3. The District will endeavor to furnish each classroom with furniture and equipment appropriate to the grade level, subject area and/or student enrollment.
4. The District will endeavor to furnish sufficient and appropriate materials for pupil and teacher use, and provide in-service and staff development programs to ensure proper use of materials and equipment.
5. A telephone shall be made available in a private place for teachers to make parent contacts and for professional duties within the District at no cost to teachers. Local telephone calls for personal use in conducting private business shall be made at duty free times.
6. The District shall reimburse any certificated employee, who in the course of his/her duties, suffers loss or damage to personal property deemed necessary for instructional purposes **(when prior written approval for personal property use has been granted by immediate supervisor)**.
7. A District Handbook shall be prepared annually, outlining procedures and programs pertaining to certificated personnel, pupils and instruction.
8. The District agrees, whenever economically feasible, to place at the disposal of every teacher sufficient typing, duplicating and clerical personnel to prepare instructional materials. In addition, the District shall provide each teacher with the following: adequate paper, pencil, dry erase markers, erasers, and other such materials required in daily teaching responsibility.
9. The District shall have available in each school adequate lunchroom, restroom, and lavatory facilities for staff use.

ARTICLE XII

Evaluation Procedures

1. Philosophy

- A. The parents, school board members, and staff of Spreckels Union School District are committed to the continuation of the District's strong educational program. An effective teacher evaluation system that focuses on the improvement of instruction is an important component of this instructional program.
- B. While the primary focus of the evaluation is to improve instruction, teacher evaluation requires teachers to meet the established performance expectations. This process must be continuous and constructive, and must take place in an atmosphere of mutual trust and respect. The process is a cooperative effort on the part of the evaluator and teacher. It is designed to encourage productive dialogue between staff and supervisors and to promote professional growth and development.

2. Education Code Citations

- A. The parties agree that the following Education Code sections are incorporated into Evaluation Procedures, provided that the procedures in Section III shall prevail over the Code as to additional or different requirements.
 - 1) The Governing Board of each school district shall establish standards of expected pupil achievement at each grade level in each area of study (44662).
 - 2) The Governing Board of each school district shall evaluate and assess certificated employee competency as it reasonably relates to:
 - a The progress of pupils toward the standards established pursuant to subdivision (a).
 - b The instructional techniques and strategies used by the employee
 - c The employee's adherence to curricular objectives
 - d The establishment and maintenance of a suitable learning environment, within the scope of the employee's responsibilities

- 3) The Governing Board of each school district shall establish and define job responsibilities for those certificated non instructional personnel, including, but not limited to, supervisory and administrative personnel, whose responsibilities cannot be evaluated appropriately under the provisions of subdivision (b), and shall evaluate and assess the competency of such non-instructional certificated employees as it reasonably relates to the fulfillment of those responsibilities.
- 4) The evaluation and assessment of certificated employee competence pursuant to this section shall not include the use of publishers' norms established by standardized tests.
- 5) Nothing in this section shall be construed as in any way limiting the authority of school district Governing Boards to develop and adopt additional evaluation and assessment guidelines or criteria.
 - a Evaluation and assessment made pursuant to this article shall be reduced to writing and a copy thereof shall be transmitted to the certificated employee not later than 30 days before the **last school day scheduled on the school calendar** adopted by the Governing Board for the school year in which the evaluation takes place (44663).
 - b The certificated employee shall have the right to initiate written reaction or response to the evaluation. Such response shall become a permanent attachment to the employee's personnel file.
 - c **Before the last school day scheduled on the school calendar** adopted by the Governing Board for the school year, a meeting shall be held between the certificated personnel and the evaluator to discuss the evaluation.
 - d Evaluation and assessment of the performance of each certificated employee shall be made on a continuing basis, at least once each school year for probationary personnel, and at least every other year for personnel with permanent status. The evaluation shall include recommendations, if necessary, as to areas of improvement in the performance of the employee (44664).

3. Evaluation Procedure

- A. An evaluation is derived from input and feedback regarding performance. This may include formal and informal observations, memos and other forms of direct contact relating to the five major performance areas that the supervisor has discussed with the teacher as possibly being included in the evaluation. According to the Stull Act, (E.C. 44664) "Evaluation and assessment of the performance of each certificated employee shall be made on a continuing basis, as follows: 1) at least once each school year for probationary and temporary personnel, 2) the first year of permanent status 3) at least every other year for personnel with permanent status, and 4) at least every five years for personnel with permanent status who have been employed at least ten years with the school district, are highly qualified, as defined in 20 U.S.C. Sec 7801, and whose previous evaluation rated the employee as meeting standards, if the evaluator and the certificated employee being evaluated agree. The certificated employee may withdraw consent at any time."
- 1) An exception would be a permanent employee evaluated in two consecutive years if the summary evaluation for the first year was unsatisfactory or for just and sufficient cause and subject to the prior approval of the Superintendent.
- B. Every temporary and probationary teacher shall be evaluated by the administration, in writing, at least once each school year. However, this requirement shall not affect the District's statutory rights regarding re-employment and/or re-election to employment of temporary and probationary employees.
- C. A complete assessment sequence shall include a pre-observation conference between the evaluator and the teacher, a classroom observation, a written classroom performance report, and a post-observation supervisory conference in which the teacher has an opportunity to obtain clarification and feedback from the evaluator.
- D. At the beginning of each school year, the principal shall prepare and distribute to the faculty a written document outlining his/her general expectations for classroom teachers. In addition, he/she should review and disseminate job descriptions for all certificated staff not having classroom assignments.
- E. Each school year, the principal shall prepare and distribute a projected assessment calendar listing the names of the teachers to be observed and the month that they can anticipate being observed, no later than October 1st. (The calendar will serve as a guide only and can be revised and redistributed at the beginning of any month at the discretion of the

principal). The principal will issue individual notices as to approximate formal observation dates.

- F. Prior to making a formal observation which is part of an assessment sequence, the responsible administrator shall conduct an individual pre-observation conference with the employee involved. This conference should focus on the elements upon which the evaluation is to be based. There may be discussion of circumstances affecting the employee ability to be evaluated positively on these elements, such as the educational capabilities of the learners, availability of support personnel and the appropriateness of the learning environment.
- G. No later than five (5) school days after the pre-observation conference, the evaluator shall make an observation of the employee's performance.
- H. A post conference will be held to provide the teachers an opportunity to receive supervisory feedback prior to the preparation of a written report. The evaluator should schedule and hold a post-observation supervisory conference with the teacher as soon as mutually convenient, but no later than five (5) school days after the observation was made.
- I. Within ten (10) school days after the observation, the evaluator shall prepare and submit to the teacher a copy of the Classroom Observation Report, Appendix E. Teachers having non-classroom assignments should receive a copy of the same form.
- J. If the teacher requests an opportunity to have a post-observation supervisory conference after receiving the Classroom Observation Reports, the evaluator must schedule and hold such a conference within a period of ten (10) school days. The teacher has the right to have a representative present at this conference.
- K. Each evaluation shall be based upon at least one observation, lasting 35 minutes. At least three (3) 35-minute follow-up formal observations shall take place prior to any unsatisfactory summary conclusion being included in the Summary Evaluation Form, Appendix F.
- L. If a need for improvement is indicated by the evaluator, the evaluator shall provide affirmative assistance in an effort to improve the employee's performance. Such assistance shall include a demonstration lesson and a supply of the appropriate resource materials or people, if requested. This assistance may also include released time for the employee to visit and observe similar classes in his/her own school or in other schools as approved by the principal.

- M. Evaluations shall not include the use of publisher norms established as a result of standardized tests.
- N. Employees who have no assigned classroom responsibilities should be evaluated in terms of their effectiveness in fulfilling role expectations as outlined in job descriptions disseminated by the District Office or developed at the site.
- O. All statements on the written classroom performance reports, the written performance reports, and or the summary evaluations shall relate to job performance.
- P. The teacher shall have the right to submit a written response within ten (10) school days after receipt of any written observations or evaluations. If the teacher submits a written response, it shall be attached to the evaluator's report and filed in the personnel file at the District Office.
- Q. Upon receiving an "unsatisfactory" observation or summary evaluation by an administrator, the teacher may petition the Superintendent in writing to request that another administrator from within the District conduct a supplementary assessment sequence. The Superintendent will comply with this request whenever possible. All written reports will be included in the teacher's personnel file even if the summary conclusions are in conflict.
- R. By May 1, each employee scheduled for evaluation shall receive a Summary Evaluation, Appendix F, reflecting the written feedback he/she has received during the year. The principal shall be responsible for completing this task. While the primary basis for this evaluation shall be the written assessments of the employee's performance as demonstrated during assessment sequences, other written feedback previously given to the teacher and related to job performance can be used to determine the Summary Evaluation. Other written feedback includes: a memo of record; written observations; recommendations and directives for improvement. These written back-up materials should be attached to the form that is given to the employee and sent to the District Office.
- S. The Principal shall schedule individual conferences to discuss and distribute summary evaluations. Any teacher may request a follow-up conference with the principal. Upon written request this conference shall be scheduled and held within ten (10) school days. The employee has the right to have a representative present at such a conference.
- T. Within ten (10) school days, the teacher shall have the right to respond in writing and attach it to the Summary Evaluation. Thereafter, the

evaluation shall be placed in the employee's personnel file at the District Office.

4. **Observation Procedure**

- A. Every teacher shall be observed by the administration at least once each year. The response, orally or written, will be determined by the administration. See Appendix E for Classroom Observation Form.
- B. Two items will be chosen for observation from CSTP 1, CSTP 2 and CSTP 3. An additional item will be selected from CSTP 5. The observed teacher and the administrator will select the items jointly at the pre-observation conference.

5. **Other**

- A. **Memo of Record:** A form signed by both evaluator and teacher that is placed in the employee's personnel file; this form is written after:
 - 1) The evaluator sees a deficiency of a magnitude warranting corrective action;
 - 2) A conference is held to discuss the matter within three (3) school days;
 - 3) The employee is given a written memo citing the deficiency and recommending corrective action;
 - 4) The employee exercises the right to include own comments;
 - 5) The form is then signed by teacher and evaluator and filed within three (3) school days in the District Office personnel file.
- B. **Confidentiality:** The actual evaluation's content shall be kept confidential by evaluator.
- C. **Professionalism:** All parties of this contract shall be expected to act in a professional manner and treat the evaluation as a legal document.
- D. **Hearsay:** Unsubstantiated hearsay statements shall be excluded from any employee evaluation.
- E. **Resource/Mentor Teachers:** Although they are not evaluators of teachers nor can their comments be used in the evaluation process, it is recognized that they can be used as part of assistance/remediation plans.

ARTICLE XIII

Grievance Procedure

1. Policy

- A. It shall be the policy of the District to practice effective means of reaching solutions to employee problems as close to the origin as possible and to reduce areas of grievance.

2. Purpose

- A. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- B. Nothing contained herein will be construed as limiting the right of any unit member having a grievance to discuss the matter informally with any appropriate member of the administration, and to have the grievance adjusted without intervention by the Association, provided that the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given an opportunity to be present at such adjustment and to state its views.

3. Definitions

- A. **Grievance** is a formal written allegation by a unit member, members, or the Association, of a violation, misapplication or misinterpretation of the specific provisions of this Agreement. Actions to challenge or change the policies of the District as set forth in the rules and regulations of the administrative regulations and procedures must be undertaken under separate legal process. Other matters for which a specific method of review is provided by law, by the rules and regulations of the Governing Board of Trustees, or by the administrative regulations and procedures of this School District are not within the scope of this procedure. A grievance must contain a clear, concise statement of the facts and circumstances giving rise to the grievance, the specific contract section(s) alleged to have been violated, and a specific remedy.
- B. A **grievant** is a unit member or members or the Association who file(s) the grievance and is/are the "aggrieved person(s)".

- C. The **immediate supervisor** is the lowest level supervisor having immediate jurisdiction over the grievant who has been designated by the District to adjust grievances.
- D. A **day** is any day in which the central administrative office of the District is open for business.

4. Procedure

- A. **Level One** (Immediate Supervisor): Within ten (10) school days after the grievant knew or, by reasonable diligence, could have known of the condition upon which the grievance is based, the grievant will **discuss** the grievance with the immediate supervisor in an effort to resolve the matter informally. The results of this meeting shall be recorded in writing, signed by and distributed to both parties.
- B. **Level Two**: If the grievant is not satisfied with the disposition of the grievance at Level One or if no decision has been rendered, the unit member may file a **written** grievance within five (5) school days with the immediate supervisor. Employee grievance form Appendix H.
 - 1) The written grievance shall consist of a clear, concise statement of the results of the meeting with the immediate supervisor, a statement of the grievance as defined in Section 3A above, the reasons for the appeal from the immediate supervisor's decision, and the name of the representative of the grievant, if any.
- C. **Level Three**: If grievant is not satisfied with the disposition of the grievance at Level Two or if no written decision has been rendered within five (5) school days after presentation of the grievance, the grievant may file the grievance in writing with the Superintendent within five (5) school days after the written decision at Level Two.
 - 1) Within five (5) school days after receipt of the written grievance, the Superintendent or his/her designee will meet with the grievant and a representative of the Association at the option of the grievant.
- D. **Level Four**
 - 1) If the grievant is not satisfied with the decision at Level Three, the grievant may, within ten (10) days submit a request in writing to the Board of Trustees. After receiving the appeal, a written decision by the Board of Trustees shall be rendered no later than five (5) days following the first regularly scheduled Board of Trustee meeting.

E. Level Five

- 1) If the grievant is not satisfied with the decision at Level Four, the grievant may within ten (10) days submit a request in writing to the Association for advisory arbitration of the dispute.
- 2) Upon receipt of the written request the Association may within (10) days inform the District of its decision to proceed to advisory arbitration.
- 3) The Association and District shall attempt to agree upon an advisory arbitrator.
- 4) If no agreement can be reached, they will request the State Mediation and Conciliation Service to supply a panel of five (5) names of persons experience in hearing grievances in public schools. Each shall alternately strike a name until only one name remains. The remaining panel member shall be the advisory arbitrator. The order of striking shall be determined by lot.
- 5) The fees and expenses of the arbitrator and hearing shall be borne equally by the Association and District. Any additional expenses shall be **borne by the party incurring such expenses.**
 - a The arbitrator shall conduct a hearing and submit his/her findings and recommendations in writing to the Board, the Association and the aggrieved person.
 - b The arbitrator shall have no authority to hear evidence and/or rule on any issue and/or sections of this Agreement not present in the original grievance.
 - c The recommended decision of the arbitrator shall not add to, subtract from, alter or disregard any provisions of this Agreement.
 - d The arbitrator shall have no power to entertain and/or rule on the following issues:
 - (1) Content of employee evaluations
 - (2) Content of materials placed in personnel files.

- (3) Matters covered exclusively in Board Policy or other non-contractual sources.

F. Level Six

- 1) The parties involved realize that the Governing Board has the right and responsibility of a final decision in regard to the grievance. The award of the arbitrator will be submitted to the Board. Furthermore, it will be presented to the Board in closed session unless the aggrieved party requests, in writing, an open session.
- 2) The Board of Trustees must take official action on the award no later than ten (10) days after the award has been rendered. If a transcript has been ordered, and has not arrived within the aforementioned ten (10) day period, a decision shall be forthcoming within ten (10) days following receipt of the transcript. Notification of the final decision to the parties involved will be made within five (5) working days after the decision has been reached.
- 3) The Board of Trustees will see that the disposition of the grievance is expeditiously implemented if any action is forthcoming. If the Board takes no action within the time limits specified, the arbitrator's award will be the decision of the Board of Trustees and, as such, will be implemented as if it were the official action of the Board.

5. Rights of Teachers to Representation

- A. No reprisals of any kind will be taken by the Superintendent or any member or representative of the administration or the Board against any aggrieved person, any party in interest, any member of the Association or any other participant in the grievance procedure by reason of such participation.
- B. A teacher may be represented at all stages of the grievance procedure by himself/herself or, at his/her option, by a representative selected by the Association. If a teacher is not represented by the Association or its representative, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.
- C. Failure to follow time limits or procedures set forth waives any further rights of the grievant to proceed with the grievance.

6. Summation

- A. Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered to be maximums and every effort should be made to expedite the process. The time limits may, however, be extended by mutual written agreement.
- B. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- C. If a grievance arises from action or inaction on the part of a member of the administration at a level above the principal or immediate supervisor, the grievant shall meet informally with the Superintendent to resolve the grievance. If the grievance is not resolved, grievance may be submitted at Level Three.
- D. Decisions rendered at Levels One, Two, Three and Four of the grievance procedure will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to all parties in interest and to the President of the Association. Time limits for appeal provided in each level shall begin the school day following receipt of the written decision by the parties in interest.
- E. The Association will exclusively receive time off from duties for the processing of grievances past Level One of the grievance procedure herein, for Association members who are designated as Association representatives, subject to the following conditions:
 - 1) By no later than ten (10) days following the signing of this Agreement, the Association will designate in writing to the Superintendent one (1) unit member who is to receive the time off;
 - 2) Twenty-four (24) hours prior to release from duties for grievance processing, the designated member informs his immediate supervisor in order that an adequate substitute may be obtained, if such is necessary; and
 - 3) That such time off shall be limited solely to representing a grievant in a conference with a management person, beyond Level One, and in no way shall the provision include use of such time for matters such as gathering information, interviewing witnesses, or preparing a presentation. Any teacher who is requested by grievant, administrator or arbitrator to appear in hearings as a witness shall be afforded time off without loss of pay should such hearings be

conducted during the teacher's regular school day assignment.

- F. 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.
- G. Forms for filing grievances and other necessary documents will be prepared jointly by the Superintendent and the Association and given appropriate distribution by the Association so as to facilitate operation of the grievance procedure. The costs of preparing such forms shall be borne by the District.

ARTICLE XIV

Leaves

1. Definitions

A. **Paid Leave of Absence** means that a teacher shall be entitled to:

- 1) Receive wages for which entitled and all fringe benefits, including but not limited to insurance and retirement benefits, seniority, and accumulated sick leave;
- 2) Return to position held prior to leave of absence or comparable position should such position have been reduced or eliminated by the District;
- 3) Receive credit for annual salary increment or reclassification if qualified.

B. **Unpaid Leave of Absence** means that a teacher shall be entitled to an assignment for which qualified and no other benefits except those outlined in specific leave of absence policies. Additionally, salary reclassification will occur if qualified.

2. **Sick Leave:** Every teacher shall be entitled to twelve (12) days of paid sick leave each year or pro-rated depending upon **Full Time Equivalent (FTE)** employment.

A. Unused sick leave shall accrue from school year to school year pursuant to Education Code Section 44978.

B. At the beginning of each school year every teacher shall receive a sick leave allotment credit, equal to his sick leave entitlement for the school year.

C. Accrued sick leave shall be transferred to another District if requested when employee resigns and accepts employment in another district pursuant to Education Code Section 44979.

D. The District may require a physician's verification of illness if a teacher has been on sick leave.

E. The District shall provide each teacher with a written statement of (1) his/her accrued sick leave total and (2) his/her sick leave entitlement for the school year. Such statement shall be provided no later than September 30 of each school year.

- F. Employees shall exhaust FMLA leave during the period he/she is exhausting leave under this section for his/her own serious health condition.

3. **Parental Leaves**

A. **Family and Medical Care Leave** shall be available for:

- 1) The employee's own serious health condition;
- 2) Birth, adoption or foster care of a child;
- 3) Care of a seriously ill member of the employee's immediate family.

B. **Definitions**

- 1) **Immediate family** is defined as parent, spouse or child, for purposes of this section only.
- 2) **Serious health condition** is defined as an illness, injury, impairment, or physical or mental condition that involves either of the following:
 - a Inpatient care in a hospital, hospice, or residential health care facility;
 - b Continuing treatment or continuing supervision by a health care provider.
 - c Examples of serious health conditions include, but are not limited to: cancer, heart attacks, strokes, severe respiratory conditions, spinal injuries, emphysema, severe arthritis, severe nervous disorders, and Alzheimer's.

C. **Duration of Leave/Benefits/Coordination with Other Leaves**

- 1) Family and Medical Care Leave shall be limited to 12 weeks, except as set forth below for Child-Rearing Leave.
- 2) This leave is without pay; however, employees shall be entitled to health benefits at the same level those benefits were provided prior to the leave.

- 3) If an employee exhausts any form of paid leave during the period of FMLA leave, as permitted or required under the provisions of this section, his/her entitlement to 12 weeks of FMLA leave shall be reduced by the amount of leave he/she exhausts. FMLA leave shall be used concurrently with sick leave for care of a seriously ill family member.

D. Pregnancy/Childbirth Leave

- 1) Employees are entitled to use sick leave as set forth in the sick leave section of this Article for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from. Such leave shall not be used for childcare, childrearing, or preparation for child bearing but shall be limited to those disabilities as set forth above.
- 2) The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the employee and the employee's physician or through the physical examination of the employee by a physician appointed by the District.
- 3) The employee shall be entitled to return to a position comparable to that held at the time the leave commenced.
- 4) Leave under this section, which is also required by Government Code section 12945, shall be separate and apart from FMLA leave.

E. Adoption Leave

- 1) In addition to FMLA leave, as described above, or the California Family Rights Act (CFRA) child-bonding leave described below, a teacher may be granted up to three (3) days of paid leave for the purposes of adoption upon written request to the District.

F. Child-Rearing Leave

- 1) STA unit member eligible for CFRA leave may choose to take up to twelve (12) workweeks of parental leave under the CFRA. Pursuant to California Education Code section 44977.5, the unit member may use differential leave for the balance of this twelve (12) workweek leave period. If a unit member has already used the five months of differential leave for pregnancy disability, the twelve (12) workweek parental leave will be unpaid.

- 2) Pursuant to California Education Code section 44977.5 an eligible unit member will be provided only one of these twelve (12) workweek parental leave periods during any 12-month period. Parental leave taken pursuant to California Education Code section 44977.5 shall run concurrently with parental leave taken pursuant to the CFRA and the aggregate amount of parental leave taken pursuant to California Education Code section 44977.5 and the CFRA shall not exceed twelve (12) workweeks in a twelve (12) month period.
- 3) A unit member's twelve (12) workweek leave under the CFRA shall run concurrently with a unit member's right to take the same leave under FMLA (Family Medical Leave Act). Note: Unit members do not have to meet the 1,250 hours of paid service in the prior twelve (12) months with the District to be eligible for parental leave.
- 4) The twelve (12) workweeks of parental leave must be used within twelve (12) months of the child's birth, adoption or placement for foster care.
- 5) Unit members may request unpaid child care leave beyond the twelve (12) weeks of FMLA/CFRA leave. Such leave may be granted at the discretion of the District and shall be without pay. Such requests should be made in writing to the District at least four weeks prior to the start of the additional leave.
- 6) Nothing in this section is intended to diminish any rights available under the federal or state family and medical leave laws.
- 7) Employees are required to submit all paperwork within the "Request for Parental Leaves" packet.

4. **Industrial Accident and Illness Leave:** Section 44984 of the Education Code is supplemented as follows:

- A. Employees will be entitled to industrial accident leave according to the provision in Educational Code Section 44984 for personal injury which has qualified for Workers Compensation under the provision of the State Compensation Fund.
- B. Such leave shall not exceed sixty (60) days during which the school is required to be in session or when the employee would otherwise have been performing work for the District in any one fiscal year for the same industrial accident.

- C. The District has the right to have the employee examined by a physician designated by the District to assist in determining the length of time during which the teacher will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved.
- D. For any days of absence from duty as a result of the same industrial accident, the employee shall endorse to the District any wage loss benefit check from the State Compensation Insurance Fund which would make the total compensation from both sources exceed one-hundred (100) percent of the amount the employee would have received as salary had there been no employee industrial accident or illness.
- E. If the employee fails to endorse to the District any wage loss disability indemnity check received on account of the industrial accident or illness as provided above, the District shall deduct from the employee's salary warrant the amount of such disability indemnity actually paid to and retained by the employee.

5. Illness or Injury Extended Leave

- A. When a certificated employee is absent from employment in excess of twelve (12) days in a school year due to illness or injury, the certificated employee shall be eligible for up to five (5) additional months sick leave during which the amount deducted from the salary due the employee for any school month in which the absence occurs, shall not exceed the sum paid to the substitute employed to fill the position during the absence, or if no substitute employee was hired, the amount which would have been paid to a substitute employee. The five (5) months extended leave shall, after utilization of the 12 earned sick leave days for the year, run concurrently with any sick leave accumulated and carried forward from previous years. Employees shall exhaust FMLA leave during the period he/she is exhausting leave under this section for his/her own serious health condition.

6. Judicial Leave

- A. A teacher shall be entitled to as many days of paid leave as are necessary to serve jury duty.
 - 1) Employee, while serving jury duty, shall receive regular pay provided the employee endorses jury duty pay, exclusive of mileage pay, to the District.
 - 2) Employee shall verify "jury call" by submitting a copy of the summons to the immediate supervisor.

- 3) Employee shall be encouraged to perform jury duty during non-service days. Payment for jury duty during non-service days shall remain with the employee.
 - 4) If released from jury duty before the end of the workday the employee shall return to work unless allotting for drive time equates to the end of the work day. Employee shall provide court issued jury duty attendance form along with District's report of absence form upon completion of jury duty.
- B. Teachers shall be provided paid leave to appear as a witness in court other than as a litigant, for reasons not brought about for the convenience or through the misconduct of the employees. The employees shall submit a written request for an approved absence no less than three (3) days prior to the beginning date of the leave.

7. **Sabbatical Leave**

- A. A leave of absence not to exceed one year for the purpose of permitting study and travel by the employee that may benefit the schools and pupils of the District may be granted by the Governing Board.
- B. A leave of absence may be granted to employees who have served seven continuous years in the District preceding the granting of the leave, and not more than one leave shall be granted in each seven (7) year period.
- C. The Governing Board, in granting the leave of absence shall, subject to the rules and regulations of the State Board of Education, prescribe the standards of service which shall entitle the employee to a leave of absence.
- D. The number of teachers on leave of absence during any one semester shall not exceed three (3) percent of the total classroom teachers employed by the District at the time such leaves are granted.
- E. If number of eligible teacher applicants exceeds the three (3) percent maximum, selection shall be based on criteria established by the Governing Board.
- F. An employee granted leave of absence for travel and study shall agree in writing to render a period of service in the employ of the District following his/her return from such leave of absence which is equal to twice the period of the leave.
- G. Every employee granted a leave of absence for travel or study may be required to perform such services during such leave as may be agreed upon in writing by the Governing Board and the employee.

- H. The employee granted a leave of absence for study or travel for a year shall receive fifty (50) percent compensation of the salary that would have been earned had the employee been teaching in the District. Employee granted study and travel leave of one semester would receive full compensation of the salary and benefits that would have been earned had the employee been teaching in the District.
- I. Compensation shall be paid in the same manner as if the employee were teaching in the District.
- J. The employee granted a leave of absence for travel or study shall receive full medical and insurance benefits in the amount of dollars as received by other employees during the period of leave.
- K. No absence from service of the District under leave of absence for study or travel shall be deemed a break in continuity of service, and the employee shall be entitled to all leaves enumerated in this agreement.

8. Personal Necessity/Emergency Leave

- A. Accumulated sick leave, not to exceed eight (8) days in any one school year, may be used at the employee's discretion. Employees shall exhaust FMLA leave during the period he/she is exhausting leave under this section for the serious illness of a member of her/her immediate family.
- B. Employees shall not be required to give advanced notice for leave taken for the following reasons:
 - 1) Death or serious illness of a member of his/her immediate family.
 - a For purposes of this provision, an immediate family shall be limited to mother, father, grandmother, grandfather, or grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, stepfather or stepmother of the employee or any relative living in the immediate household of the employee.
 - 2) Accident involving his/her person or property of person or property of a member of the immediate family.
 - 3) Paternity leave one (1) day.

C. Other personal necessities, **requiring advanced notice:**

- 1) At least three (3) days notice shall be given prior to date of personal necessity leave.
- 2) Personal necessity leave may not be available except as stated under section 9. Personal Importance Leave for extension of a holiday or vacation period except for bereavement, Item B-1 and B-2 of this section, or emergencies approved by the District Superintendent.

9. **Personal Importance Leave**

A. Two of the eight (8) days above may be used for matters of compelling personal importance subject to the following conditions:

- 1) Notification must be made no later than seventy-two (72) hours consider three (3) days notice or sooner than five (5) workdays.
- 2) This leave shall be limited to two (2) teachers from Spreckels School and one (1) teacher from Buena Vista Middle School per day.

10. **Unpaid Leaves**

A. The Governing Board may grant unpaid leaves for a period not to exceed two years for the following purposes:

- 1) Peace Corps or an approved Teacher Exchange program;
- 2) Service as an elected or an appointed public official.

B. The Governing Board upon the recommendation of the District Superintendent may grant unpaid leaves of absence not to exceed one year, to include but **not limited** to the following:

- 1) Professional study and research;
- 2) Care for a member of the immediate family;
- 3) Health of the employee when recommended by a physician.

C. The application for all unpaid leaves of absence shall be in writing by February 1 except for an emergency. **In addition, an employee shall notify the District Personnel Office ninety (90) days before the close of the school year as to the intent to return to employment in**

the District. Failure to notify will be considered as an abandonment of the position.

- D. The Board may elect to grant paid medical benefits for the duration of the unpaid leave.
- E. No absence from service of the District under any unpaid leave shall be deemed a break in continuity of service and the employee shall be entitled to all leaves enumerated in this agreement.
- F. Leave to care for a seriously ill family member under this section shall run concurrent with FMLA leave.

11. Association Leave

- A. The Association shall be granted an annual paid leave time of five (5) days that may be distributed among Association representatives to be utilized for local, state or national conferences, workshops, or published meetings pertinent to Association affairs. Representatives shall be excused from duties upon five (5) days advance notification to the District Superintendent by the Association President or his/her designee.

12. Catastrophic Leave

- A. Catastrophic Leave Donation Plan participants, whose sick leave is exhausted, may withdraw from the plan for catastrophic illness or injury. Catastrophic illness or injury shall be defined as any illness or injury that incapacitates a bargaining unit employee for over ten (10) consecutive workdays or incapacitates a bargaining unit employee's family for over ten (10) consecutive days which requires the employee to take time off work to care for that family member.
- B. On a case-by-case basis and with written agreement by the District, STA, and the employee, any eligible employee may donate one or two (1 or 2) days of accumulated and unused sick leave to another employee who has suffered a catastrophic long term illness or injury and who has exhausted all fully paid leave. Eligible employees shall include only those employees who possess accumulated and unused sick leave from prior years of service.
- C. Donated sick leave shall be converted and combined with available differential pay, for utilization on a day-for-day basis, to achieve the recipient's regular rate of pay. Such conversion shall be accomplished by assigning a monetary value to the donated sick leave day based on the per diem rate. The employee utilizing the donated days shall then utilize them based on the monetary value of his/her days. For example: Employee A (the donor) wishes to donate one day of sick leave. His

per diem rate is \$192.69 (annual salary divided by number of days of service). He would be able to donate \$192.69 of sick leave. Employee B (the recipient) has a per diem rate of \$165.54. Therefore, he could receive 1.16 days of sick leave from Employee A (\$192.69 divided by \$165.54 = 1.16).

- D. Employees hoping to utilize this plan shall notify District Office Personnel staff, and after a decision is reached concerning the employee, District Office Personnel will notify eligible employees of the option to donate sick leave. The criteria for participation approval shall be
 - 1) Verification of employee's exhaustion of employee's own accumulated sick leave, and medical verification of the catastrophic illness or injury as defined in paragraph two of this section.
 - 2) Medical verification of the catastrophic illness or injury as defined in paragraph two of this section.
- E. The recipient shall utilize donated sick leave in the order randomly drawn by District Office personnel from all such donations. Donated sick leave not utilized by the recipient prior to return to service shall be returned to the donor.
- F. District personnel will inform the bargaining unit of the number of sick leave days donated to the eligible participant and the actual days used.

13. **Job Sharing Leave** (EC 44929.20):

- A. **Job Sharing** is defined as joint sharing of a specific certificated position wherein two employees divide the duties and FTE of that position and such division is agreed upon in writing between the affected employees and the District.
- B. On a year-to-year basis employees may be granted job sharing leave for not less than a school year.
 - 1) At least one of the employees in each job share must be a permanent District employee.
 - 2) Job sharing leave shall be limited to a maximum of three per year in the District
 - 3) Selection shall be based on the needs of the District. Seniority may be a consideration.

- 4) Employees shall be granted an unpaid leave of absence for the portion of the assignment that is being shared.
- C. Teachers requesting job sharing leaves need to complete a written plan for the following school year. The plan is due to the District by February 1. This would allow the Board of Trustees to take action by March 15. Plan elements include:
- 1) Applicants' names and grade levels;
 - 2) Proposed time and work schedules, including division of holidays, workdays, buy-back professional development days, minimum days, etc.;
 - 3) Identification of subject area assignments, if appropriate;
 - 4) Program description, including the advantages job sharing would bring to this specific classroom situation.
- D. Terms and conditions shall be agreed upon between the District and the employees, including compensation and benefits entitlements as listed below:
- 1) **Health and Welfare Benefits** (Medical/Prescription, Dental, and Vision Coverage):
 - a One full-time equivalent (FTE) job share equals one full benefit package. The benefit package shall be prorated according to the percentage of time worked, or according to mutual agreement between the job sharing employees.
 - 2) **Sick Leave:** Prorated according to percentage of full-time employment; whenever possible, job share employees shall make every effort to be available as a substitute for his/her partner.
 - 3) **Preparation Time/Period: prorated according to percentage** of full-time employment, the only exception to Article XV, 2.A.3.
 - 4) **Salary Advancement**
 - a While sharing a job, both employees' yearly advancement on the salary schedule will be prorated according to percentage of full-time employment.

b Upon reinstatement to a full-time position, an employee's salary step shall be determined by that employee's actual service within the District using the following method:

(1) Number of days served on job sharing leave divided by 187 days (full-time equivalency) = number of years credit on the salary schedule, rounded to the nearest full year;

(2) Add total of No. 1 to the salary schedule placement for the last year of full-time service.

5) As a condition of a job share leave both employees may be required to attend the following work assignments if the date does not coincide with the proposed time and work schedule per the division of instructional days, workdays, professional development days, adjunct events, etc.:

Teacher workday, back to school general meeting, professional development days, meet and greet, first day of school, back to school night, student conferences, open house and last day of school.

Attendance requirement will be determined by the site administrator.

The District considers these to be additional duties as part of a quid pro quo for the privilege of the granting of a job share leave.

After two years of consecutive job share leaves, a permanent employee will be required to submit a letter of resignation from the portion of their full time position to continue in subsequent years of job share leave.

14. **Bereavement Leave**

A. Employees are entitled to four (4) days of absence without loss of pay for the critical illness or death of any member of his/her immediate family. Members of the immediate family are defined as husband, wife, domestic partner, mother, father, sister, brother, son, daughter, grandmother, grandfather, grandmother-in-law, grandfather-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandchild, foster parent, foster son, foster daughter, step parent, step daughter,

step son, or any relative of either spouse or domestic partner living in the immediate household of the employee.

- B. A maximum of three (3) additional days will be allowed if travel one way exceeds two hundred fifty (250) miles.

ARTICLE XV

Employee Benefits/Deductions

1. **Provider:** The District shall provide health and welfare benefits (Medical/Prescription, Dental and Vision coverage) to certificated employees through California's Valued Trust (CVT).
2. **Level of District Contribution:** The District shall provide for full coverage of fulltime employees and pro-rata contribution for eligible part-time employees as defined in this section:
 - A. **Grades 6-8:** A full-time assignment is 100%.
 - 1) **Full-time** employment is 80% or more of a full-time assignment.
 - 2) **Part-time** employment must be a least 50% of a full-time assignment in order to qualify for pro-rata District contribution to benefit coverage.
 - 3) The preparation period, if any, shall be counted in 1 or 2 above if the employee teaches 3 or more periods.
 - B. **Elementary (K-5):** A full-time assignment is 100%.
 - 1) **Full-time** employment is 80% or more of a full-time assignment.
 - 2) **Part-time** employment must be a least 50% of a full-time assignment in order to qualify for pro-rata District contribution to benefit coverage.
3. **Amount of District Contribution**
 - A. Further, the District agrees to provide STA certificated employees and their eligible dependents, an annual contribution towards medical, dental and vision plans offered by CVT equal to a maximum amount of the following for each eligible coverage levels, effective March 2022:

Employee Only

Medical	\$6,753.00
Dental	\$662.52
Vision	\$94.32

Employee plus One

<u>Medical</u>	<u>\$12,915.00</u>
<u>Dental</u>	<u>\$1,199.52</u>
<u>Vision</u>	<u>\$178.68</u>

Employee plus Children

<u>Medical</u>	<u>\$12,286.00</u>
<u>Dental</u>	<u>\$1,724.52</u>
<u>Vision</u>	<u>\$278.40</u>

Family

<u>Medical</u>	<u>\$16,582.00</u>
<u>Dental</u>	<u>\$1,724.52</u>
<u>Vision</u>	<u>\$278.40</u>

- B. The District's maximum monthly contributions shall not be increased absent negotiated agreement. If the parties have not reached Agreement to increase such contributions by January 11 the District may begin payroll deductions for any increases in benefit costs above the maximum contributions and may continue such deductions until such time as a negotiated Agreement is concluded.

- 4. **The District shall provide voluntary payroll deduction plans** paid by the employee for tax sheltered annuities, savings plans, life insurance and salary protection insurance as authorized in writing by the employee on the appropriate District form. The District shall provide voluntary 125 payroll deduction plans for employee contributions to health and welfare benefits.

- A. Such deduction shall be made only upon submission of the District form to the designated representative of the District. Said form shall be duly completed and executed by the employee and an authorized representative of the Association.

5. Mandated Benefits

- A. The employee shall have deductions from monthly payroll for those insurances, taxes or benefits required by law. The employees are obligated to complete and submit timely reports, documents and information required for the mandated deductions.

- 6. **Retirement Benefit:** Bargaining Unit Members retiring prior to age 65 are allowed to participate in the District Health Insurance Program up to age 65 with the following stipulations:

- A. Bargaining Unit members who retire and are at least fifty-five (55) years old and have at least fifteen (15) years service in the District, will be

allowed to participate in the District Health Insurance program (referenced in Article XV, Section 1) with the following stipulations:

- 1) The District will pay a premium equal to that which the District pays for “employee only” under Article XV, section 1, for medical only. This benefit will be paid for the first five years following retirement, or until age 65, whichever comes first.
- B. Retirees may keep family members insured at the retiree’s expense if approved by the insurance carrier.
 - C. The parties expressly agree that any negotiated changes to the amount paid by the District for “employee only” shall apply to retirees.

ARTICLE XVI

Transfer/Reassignment

1. Definitions

- A. **Transfer** means a relocation of teaching assignment from one school site to another.
- B. **Reassignment** means a change of teaching assignment within the same school site.

2. Procedures

- A. All known vacancies occurring prior to the close of the school year shall be posted for at least five (5) days before the vacancy is filled. STA leadership will also be included in the notification of all known vacancies.
- B. Teachers may request a transfer or a reassignment into any of the District's certificated positions for which they are properly credentialed by using the Employment Projection form or other written means.
- C. The District will notify teachers with written requests on file and the Spreckels Teachers' Association when vacancies occur either via district mail service, U.S. Postal Service or other means of communication.
- D. When transfers or reassignments occur during the school year, the teacher will be provided a minimum of three (3) non-teaching days for readiness for the new assignment. If a teacher chooses to work one or more of those days on non-school days, that teacher will be paid for those days at the prevailing substitute teacher rate.
- E. The teacher will be notified in writing by the District Superintendent of an approved transfer or reassignment:
 - 1) Prior to the close of the school year if to be effective for the ensuing year for known vacancies at the time
 - 2) As soon as practical if the transfer or reassignment is made during a school recess or during the school year.
- F. Moving of school District materials and other property authorized to be moved will be completed by District maintenance personnel if arrangements are made in advance and materials are properly boxed for moving.

- G. All transfers (voluntary, involuntary, or administrative-initiated) shall be considered first on the basis of need and qualifications as determined by the District.
- H. Teachers not receiving a requested transfer may request a conference with the District Superintendent to review the matter.
- I. All other factors being equal transfer requests or reassignments by current District personnel shall have consideration over out-of-district applications.
- J. Administration may grant a transfer on a tentative basis if the teacher requesting a transfer or reassignment from a hard-to-fill credential area to another credential area. The District will fill the vacant hard-to-fill position as soon as possible after the request is tentatively approved. If the position cannot be filled with an appropriate candidate, the tentative approval will be revoked and the teacher will be assigned to the hard-to-fill credential area.

3. Voluntary Transfers

- A. A voluntary transfer will be made with the mutual consent of the teacher and the District Superintendent. A voluntary transfer must be requested in writing by the teacher or the District and shall occur only after a conference has been held between the teacher and the principal at the new site. The transfer must have the written approval of the teacher involved, the site administrator, and the District Superintendent. All other factors being equal, the following order of priority shall be observed in considering voluntary transfers:
 - 1) Permanent teachers who were involuntarily transferred within (3) years of the current pending transfer;
 - 2) Permanent teachers who were involuntarily transferred more than three years before the current pending transfer;
 - 3) Permanent teachers who have never been voluntarily transferred;
 - 4) Permanent teachers who have had a voluntary transfer;
 - 5) Probationary teachers;
 - 6) Temporary teachers who are qualified to fill the assignment.

4. Involuntary Transfers

- A. Employees may be involuntarily transferred at any time when such transfer is deemed to be in the best interest of the District as determined by the District; however, where practical, the District will solicit voluntary transfer requests first. The District recognizes the cost to teachers of academic preparation and of assembling materials for successfully teaching at any grade level.
- 1) For involuntary transfers made for the ensuing school year and/or during the school year, a conference shall be conducted with the employee. The reason(s) and the effective date of the transfer will be provided in writing. The employee may request a representative of the Association at the conference.
 - 2) All other factors being equal, the following order of priority shall be observed when considering involuntary transfers:
 - a Temporary teachers who are qualified to fill the assignment;
 - b Probationary teachers;
 - c Permanent teachers who have never been involuntarily transferred;
 - d Permanent teachers who were involuntarily transferred more than three years before the current pending transfer;
 - e Permanent teachers who were involuntarily transferred within three (3) years of the current pending transfer;
 - f Teachers who are within three (3) years of retirement, based upon a written statement.

5. Transfer for Cause

- A. Employees to be transferred **for cause** shall be appropriately evaluated in accordance with procedures outlined in the teacher evaluation section of the Agreement.
- 1) In the case of transfers for cause for the ensuing school year, two conferences shall be conducted at least thirty (30) days prior to the close of school between the employee and the appropriate administrative person. The employee may

request representation from the Association at these conferences and these conferences shall be documented in writing.

- 2) In the case of transfers for cause made during the school year, a conference shall be conducted with the employee. The reason(s) for and the date of the transfer will be provided in writing. The employee may request a representative of the Association at the conference.

6. Reassignment

- A. Reassignment will be made in the best interest of the School District and at the discretion of the site principal.
- B. Reassignments shall not be made arbitrarily, capriciously or without good cause.

ARTICLE XVII

Compensation

1. **Philosophy:** The certificated non-administrative salary adopted by the Governing Board shall be a single salary schedule based upon training and experience and shall be applicable to all teachers regardless of grade level or subject taught amended as to a percent (%) factor as to time and/or per them and responsibility.
2. **Objective:** The primary objective is to secure and retain competent teachers in the Spreckels Union School District. It is recognized that both salary and instructional conditions are factors in attracting and retaining high quality personnel. When financial resources limit the ability of the school District to move toward the ideal goals in both areas, priority is to be given to the maintenance of competitive salary policies.
3. **Salaries**
 - A. The salary schedule(s) (Appendix B). The salary schedule for the Speech and Language Pathologist (195 day-work year) is set forth in Appendix B1.
 - B. All teachers who serve other than the required number of days and/or hours shall receive a prorated salary based on the days/hours served.
 - C. Payroll for annual contract shall begin with the month of the beginning date of service of 187 days for regular assignment.
 - D. Daily Rate of Pay means the teacher's annual salary divided by the number of days he/she is required by the Board to be present at school (187 days).
 - E. Hourly Rate of Pay means the hourly rate of pay as determined by contractual agreement. The **Hourly Rate** of Pay is \$38.50/hour.
 - F. The hourly rate of Title I related services (e.g., academic summer school and after-school intervention) will be based on the teacher's per hour, per diem rate in the school year in which summer school begins.
4. **Initial Salary Placement**
 - A. Experience outside of the Spreckels Union School District shall be evaluated by the Superintendent. Credit for experience outside of the District shall not normally exceed 10 years for teachers new to the District. In no case will initial placement on the salary schedule be higher than step 10 unless there is an exception. Credit shall be given only for actual teaching experience in grades Kindergarten through 12. "Initial salary

placement on the salary schedule for Speech and Language Pathologists shall be based on year-for-year service for speech and language service. Credit for experience outside the District shall not normally exceed five years for Speech and Language Pathologists new to the District.”

- 1) Initial column placement shall be determined by the District Superintendent upon receipt of an official transcript furnished by the employee.
- 2) The Association shall be notified of any salary placement exception.

Permanent teachers who have taught for the Spreckels Union School District and who leave for reasons other than dismissal shall, if reemployed by the District, within 39 months, be reinstated in the step and column on the salary schedule which they previously attained.

5. Salary Advancement

A. Teachers may advance horizontally and vertically on the schedule as follows:

1) Vertically

- a. One step for each year's service.

2) Horizontally

- a. When requirements for a change in column are met, only units and credits approved by the Superintendent shall be accepted.
- b. When notice of intention to achieve column change is on file.

3) 75% Minimum Service: Teachers shall be advanced one step on the salary schedule the next year provided that they have rendered service in paid status seventy-five percent (75%) of the days in the previous school year.

B. Courses for unit credit may be achieved in any of the following ways with prior District approval:

- 1) Completion of an accredited four-year college or university course.

- 2) Completion of an accredited two-year college course that is consistent with the needs of the District's instructional program.
 - 3) Completion of courses or in-service under the sponsorship of the District.
- C. Standards for Equating Credit Units for Salary Advancement
- 1) One unit is equal to 15 hours of actual class time.
 - 2) Quarter units taken shall be multiplied by two-thirds to arrive at the equivalent semester unit.
- D. Course Approval: Upon completion of the course, the employee shall follow advancement in classification procedures (Item 6). Course approval must be obtained from the Superintendent **prior to the start of the class.**
6. **Advancement in Classification Procedure:** Teachers must meet the following requirements for reclassification on the salary schedule:
- A. Coursework for salary advancement shall be completed by the beginning of the school year.
 - 1) The employee shall notify the District in writing no later than February 28 of his/her notice of intention to change salary status for the ensuing year (i.e., Column III to Column IV)
 - 2) Failure to notify the District by February 28 of the intent to change salary status will result in no reclassification on the salary schedule.
 - B. The employee is ultimately responsible to provide the District verification of completed course work (an official transcript) according to established timelines.
 - C. The employee shall submit an official transcript to the District Office by August 10 unless a course is being taken over the summer. If the employee is taking summer courses, the employee shall submit a letter of verification by August 10 and an official transcript by October 10.
 - D. In the event that an official transcript is not available by the due date, employee may provide a letter from the instructor or university on official letterhead stating that all course requirements have been met.

7. Salary Schedule

A. A four (4) column salary schedule shall be adopted and is Appendix B.

1) Column I, II, III

- a Requires a bachelor degree and meets requirements for an emergency teaching credential.
- b Full credential, enabling the teacher to provide instructional services.
- c Teachers placed on Column I, II, III shall commence vertical movement upon completion of **fifteen (15) approved** units toward a full credential.
- d Effective July 1, 2001 all newly hired teachers on emergency permit or waiver will remain at Column I, Step 1 until fully credentialed

2) Column IV

Requires a full credential, enabling teacher to provide instructional services. Bachelor's degree plus forty-five (45) approved units or a M.A.

3) Column V

Requires a full credential, enabling teacher to provide instructional service. Bachelor's degree and sixty (60) approved units or a M.A. plus 15.

4) Column VI

Requires a credential, enabling teacher to provide instructional service. Bachelor's degree and seventy-five (75) approved units or a M.A. plus 30.

8. Contract Conditions

- A. The Governing Board reserves the right to allow, within the limits of the contract, stipends, or increments in additional amounts listed in the stipend schedule (Appendix C) for specific assignments which will be designated by the Board and Superintendent.
- B. It shall be the policy to release certificated employees from a contract, based on:
 - 1) Medical disability verified by a licensed physician.

- 2) Recommendation from the Superintendent that such release would be of benefit to the District and employee; and
 - 3) A competent replacement is employed to assume the duties of the contracted employee.
- C. Upon that teacher's approval, a teacher providing additional instructional services beyond the base of a regular teaching day contract will be reimbursed at the individual contract hourly rate (Article XVII, 3B).
- D. A regular teacher employed during non-service days or hours in special service programs of defined beginning and ending dates of temporary nature, i.e. Science Camp, Speech and Drama Festival, Eighth Grade Graduation Trip, Learning Lab, Enrichment or other "at-risk" after-school tutorial programs such as the bridging program and homework club shall be paid at the hourly rate of pay (Article XVII, 3E)

9. Adjunct, Professional, Curriculum Development, Extra-Curriculum Duties and Stipend Positions

- A. Adjunct duties mean duties which are required by the Board and which do not involve instruction of students, excluding staff meetings. Such duties as bus duty, playground duty, sidewalk duty, collection of student monies, mandated attendance at in-service meetings, study hall supervision, and formal and informal conferences with parents shall be assigned to all teachers on an equitable basis. Volunteers shall be solicited for duties such as supervision of student dances and school activities within school hours but outside of the standard teaching assignment. If there are no volunteers, assignment shall be made in a fair, equitable manner for all certificated employees. The Association shall be advised of all such assignments.
- B. Professional duties include but are not limited to: teacher attendance at Back to School Night, Open House, faculty meetings, Student Study Team meetings, Induction (if required) training and meetings, IEP team meetings, School Site Council and District English Language Advisory Committee.) and other meetings or events of a similar nature. If there are no volunteers, assignment shall be made in a fair, equitable manner for all certificated employees.
- 1) Upon approval, the Superintendent may grant compensatory time or monetary compensation for participation in District committees that must meet in the evenings.

- C. Voluntary duties: Teachers are encouraged to participate in the local educational foundation and the parent-teacher organization on a voluntary basis. Teachers may also volunteer to participate in Interest Groups such as budget advisory committee, Local Control Accountability Plan and safety committee.
- D. Extra-Curricular duties and Stipend Positions are those school programs related activities for which a stipend is paid. All positions will be filled through an application process including the posting of each position when vacant. Superintendent will determine final assignment.

Extra-Curricular and Stipend Position Compensation:

A salary schedule for compensation shall be incorporated into this agreement as Appendix C

10. Teacher Travel

- A. A teacher who is requested to use his/her own automobile in the performance of duties shall be reimbursed for all such travel at the rate approved by the Board. Such employees shall possess a valid California Driver License and have auto insurance for liability and property damage on file in the District office. Compensation will be calculated upon the mileage from the school to the destination.
- B. A teacher shall obtain written permission from the District Superintendent to take students on a field trip and to transport such students in any personal automobile. Written permission shall mean that the trip is a school-sponsored activity with the District liable for any personal injuries or deaths or damage to personal or real property arising during the course of each trip. A teacher shall require a written waiver from each student.

ARTICLE XVIII

Severability

If any provisions of this agreement are held to be contrary to law by final decision of a court or administrative agency, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

Spreckels Union School District				
CERTIFICATED SALARY SCHEDULE				
2021-22 (revised 1 step compaction 2.15% across the schedule)				
Column	I, II, III	IV	V	VI
Steps	BA to BA 30	MA or BA 45	MA 15 or BA 60	MA 30 or BA 75
1	\$46,858	\$48,003	\$50,908	\$53,812
2	\$47,027	\$49,934	\$52,838	\$55,740
3	\$48,956	\$51,860	\$54,766	\$57,669
4	\$50,885	\$53,787	\$56,691	\$59,599
5	\$52,812	\$55,719	\$58,624	\$61,526
6	\$55,110	\$57,646	\$60,551	\$63,455
7	\$56,670	\$59,574	\$62,479	\$65,384
8	\$58,597	\$61,503	\$64,406	\$67,313
9	\$60,524	\$63,431	\$66,336	\$69,239
10	\$62,456	\$65,360	\$68,266	\$71,167
11	\$64,387	\$67,288	\$70,193	\$73,098
12	\$64,387	\$67,288	\$70,193	\$73,098
13		\$69,217	\$72,121	\$75,025
14		\$69,217	\$72,121	\$75,025
15			\$75,016	\$77,921
16			\$75,016	\$77,921
17			\$75,016	\$80,811
18			\$75,016	\$80,811
19				\$83,509
20				\$83,509
21				\$86,432
22				\$86,432
23				\$89,247
24				\$89,247
25				\$92,128
26				\$92,128
27				\$95,007

Effective July 1, 2001 all newly hired teachers on emergency permit or waiver will be paid at the rate of Column I, Step 1 until fully credentialed.

2015-16: 2% increase and compaction of rows 11 and 12

2016-17: 1.08% of 3.08% increase per June 28, 2016 Tentative Agreement funded with Supplemental funds targeted for unduplicated percentage of English learners, income eligible for free or reduced-price meals, and foster youth pupils. Reflects 2 additional professional developments days paid as add-ons (at daily rate) 2016-17 only. Effective July 1, 2017 Salary Schedule increases 3.08% over 2015-16 schedule.

2017-18 1% increase

2018-19 2.5% increase

1.6% of the salary schedule reflects the addition of 3 mandatory work days funded by the State of California.
Board approved 04/07/20

REVISED 1 step compaction plus 2.15%
Board Approved 02/03/2022

Spreckels Union School District

2021-22 (revised per 11-08-2021 TA)

Speech & Language Pathologist											
Steps	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>
Position											
SLP	\$ 82,383	\$ 84,854	\$ 87,400	\$ 90,022	\$ 92,723	\$ 95,504	\$ 98,370	\$ 101,321	\$ 104,360	\$ 107,491	\$ 110,716
Work Year - 195 days											
Annual Master Degree Stipend - \$1000											
Initial placement on the salary schedule will be evaluated and determined by the Superintendent. Credit for experience outside of the District shall not normally exceed 10 years for SLP new to the District.											
Board approved 5/05/20											
REVISED per November 8, 2021 TA 1 step compaction plus 2.15%											
Board approved 02/03/2022											

Spreckels Union School District

SCHOOL COUNSELOR SALARY SCHEDULE (195 work year)

2021-22 (revised per 11-08-2021 TA)

Column	I, II, III	IV	V	VI
Steps	BA to BA 30	MA or BA 45	MA 15 or BA 60	MA 30 or BA 75
1	\$48,862	\$50,057	\$53,086	\$56,114
2	\$49,038	\$52,070	\$55,099	\$58,124
3	\$51,050	\$54,078	\$57,109	\$60,136
4	\$53,062	\$56,089	\$59,116	\$62,149
5	\$55,071	\$58,103	\$61,132	\$64,158
6	\$57,084	\$60,112	\$63,142	\$66,169
7	\$59,094	\$62,123	\$65,152	\$68,181
8	\$61,104	\$64,135	\$67,161	\$70,192
9	\$63,113	\$66,145	\$69,174	\$72,202
10	\$65,128	\$68,156	\$71,186	\$74,211
11	\$67,142	\$70,167	\$73,197	\$76,224
12	\$67,142	\$70,167	\$73,197	\$76,224
13		\$72,178	\$75,206	\$78,235
14		\$72,178	\$75,206	\$78,235
15			\$78,225	\$81,254
16			\$78,225	\$81,254
17			\$78,225	\$84,268
18			\$78,225	\$84,268
19				\$87,081
20				\$87,081
21				\$90,130
22				\$90,130
23				\$93,066
24				\$93,066
25				\$96,069
26				\$96,069
27				\$99,071

Board approved 02/03/2022

(see ARTICLE XVII)

POSITION	STIPEND
Athletic Director BVMS	\$4,500 per year (includes mileage and activity prep periods for trimesters 1 and 2)

POSITION	STIPEND
ASB Advisor BMVS	\$1,600 per year

POSITION	STIPEND
ASB Advisor Spreckels School	\$400 per year

POSITION	STIPEND
Teacher in Charge BVMS	\$1,000 per year

POSITION	STIPEND
Teacher in Charge Spreckels School	\$1,000 per year

POSITION	STIPEND
Combination Class Teacher Spreckels School	\$1000 per year

POSITION	STIPEND
America Reads Spreckels School	\$1,000 per year

POSITION	STIPEND
Mainstreamed (50%) Hearing Impaired Teacher Spreckels School	\$500 per year

POSITION	STIPEND
Instructional Leadership Team Districtwide	\$500 per year

POSITION	STIPEND
Induction Coach Districtwide	\$1,800 per year

POSITION	STIPEND
Intern Mentor Districtwide	\$1,800 per year

POSITION	STIPEND
English Language Learner (ELL) Family Liaison Districtwide	\$2,500 per year

POSITION	STIPEND
Short Term Permit (STP) Mentor Districtwide	\$500 per year

POSITION	STIPEND
Provisional Internship Permit (PIP) Mentor Districtwide	\$500 per year

QUALIFICATION STIPENDS

<u>Master Degree</u>	<u>\$1,000*</u>
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<u>National Board Certification</u>	<u>\$1,000*</u>
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<u>Clinical or Rehabilitative Services Credential</u>	<u>\$1,000*</u>
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*Qualification Stipends will be included on the Salary Schedule and require that eligibility be completed before the start of the school year in which the stipend is earned.

Appendix D Amendment to Employment Contract

403(b) Salary Amendment Agreement Page 1 of 2

The Salary Amendment Agreement is used to establish, change, or cancel elective deferrals withheld from your paycheck either before tax or after tax and contributed to an account within the employer-sponsored 403(b) Plan on your behalf. This completed and signed Salary Amendment Agreement is to be used only for the **Spreckels Union School District** 403(b) Plan.

Employee Information	Employee Name		Social Security Number		
	Employee Street Address		10 Pay	11 Pay	12 Pay
	Email Address		Home Phone		
	Date of Birth	Date of Hire	Work Phone		

Contribution Information	Pre-tax 403(b) Contributions	After-tax (Roth) 403(b) Contribution
	BEGIN contributions to a <i>pre-tax</i> 403(b) account	BEGIN contributions to a <i>Roth</i> 403(b) account
	CHANGE contributions to a <i>pre-tax</i> 403(b) account	<input type="checkbox"/> CHANGE contributions to a <i>Roth</i> 403(b) account
	<input type="checkbox"/> CANCEL all contributions to a <i>pre-tax</i> 403(b) account	<input type="checkbox"/> CANCEL all contributions to a <i>Roth</i> 403(b) account
<i>Effective Date:</i> This salary amendment will go into effect as soon as administratively feasible but no later than the first day of the month following the date of submission and acceptance (e.g. If the form is received in May, contributions may begin no later than June). The first payroll in the month following the submission and acceptance of this form is deemed the effective date.		

Investment Provider Information	Contribution	403bcompare	Contribution	Account
	Investment Provider Name	Type	Number*	Amount
<input type="checkbox"/>		Pre-tax	#	\$
<input type="checkbox"/>		After-tax		
<input type="checkbox"/>		Pre-tax	#	\$
<input type="checkbox"/>		After-tax		
<input type="checkbox"/>		Pre-tax	#	\$
<input type="checkbox"/>		After-tax		

*New 403(b) accounts must have a 403bcompare.com number listed
 † 403(b) account must be established PRIOR to submitting a Salary Amendment Agreement to your Employer

Total PRE-TAX contribution amount each payroll cycle: \$ _____
 Total AFTER-TAX contribution amount each payroll cycle: \$ _____

Financial Advisor Information	Advisor Name	Advisor Phone
	Email Address	Firm Name

Employee Approval

I understand and agree to the following:

- This Salary Amendment Agreement is an agreement between me and my Employer which I have entered into voluntarily.
- This Agreement supersedes all prior 403(b) Salary Amendment Agreements and will automatically terminate if my employment is terminated.
- This Agreement is legally binding and irrevocable with respect to amounts paid or available while this agreement is in effect.
- This Agreement may be terminated at any time for amounts not yet paid or available, and that a termination request is permanent.
- This Agreement may be changed with respect to amounts not yet paid or available.

I understand that I may not contribute an amount which will exceed the annual deferral limits under Code Section 415 or permit excess elective deferrals under Code Section 402(g). If, based on information held by my employer or the plan administrator (Tax Deferred Solutions/TDS), either my employer or TDS believes additional contributions will cause me to exceed limits under Code Section 415 or 402(g), I authorize the automatic cancellation of this Salary Amendment Agreement. In the event this Salary Amendment Agreement is automatically cancelled for excess contribution limits, I understand the cancellation of this Agreement due to exceeding verifiable contribution limits does not terminate the Agreement permanently, and contributions will resume as soon as administratively feasible.

I understand that TDS, the plan administrator, charges each Investment Provider an administration fee of \$3.00 per month for each Investment Account administered in the Plan. In the event the Investment Provider selected above does not agree to pay the administration fee, I authorize and direct employer to deduct the administration fee directly from my paycheck each month through an after-tax payroll deduction.

I have read and understand all information contained on page 2 of this Agreement

Employer Authorization	Employee Signature:	Date:
	<input checked="" type="checkbox"/>	
Employer Authorization	Employer Acceptance (Signature):	Date:
	<input checked="" type="checkbox"/>	

403(b) Salary Amendment Agreement

Page 2 of 2

Important Information	<p>The Employee is solely responsible for the completion of all documents to establish the annuity contract or custodial account which <u>must</u> be established prior to the submission of this Agreement.</p> <p>Employee acknowledges that they have received Employer's list of approved providers and understands that participation in the 403(b) plan with some providers will result in a \$3.00 fee to Employee each month. In the event Employee selects a provider that does not cover the cost of administration as listed in the Employer's list of approved providers, Employee authorizes and directs Employer to deduct the administration fee directly from their paycheck through an after-tax payroll deduction.</p> <p>Employee acknowledges that neither the Employer nor Tax Deferred Solutions (TDS) has made any representation regarding the advisability, appropriateness or tax consequences of the investment, distribution or any other transaction related to the 403(b) plan.</p> <p>Participation in a 403(b) Plan is voluntary and the Employee agrees to hold harmless and indemnify the Employer and Tax Deferred Solutions against any and all actions, claims, and demands that may arise from the purchase of annuities or custodial accounts within the 403(b) Plan.</p> <p>Employee understands and agrees that Employee is responsible for determining that annual salary reduction contributions to all elective deferral plans do not exceed the limits of the Applicable Law.</p> <p>Neither the Employer nor TDS shall have any liability for any and all losses suffered by the Employee with regard to his/her selection of the annuity and/or custodial account; its terms; the selection of Investment Provider; the solvency of, operation of, or benefits provided by said Investment Provider; or his/her selection and purchase of annuity contracts and/or shares of regulated investments from an Investment Provider.</p> <p>It is understood by the Employee that the Employer is authorized to utilize the services of a Plan Administrator at the discretion of the Employer, and as such, the Employer may direct the amount of salary reduction/deduction from the Employee to the Plan Administrator with the intent of having the Plan Administrator distribute such funds to the designated Investment Providers.</p> <p>Employers are responsible for all distributions and any other transactions with the Investment Providers. All rights under the annuity contracts or custodial accounts are enforceable solely by Employee, Employee's beneficiary or Employee's authorized representative. However, Employer has certain responsibilities under the 403(b) Plan with respect to the integrity of the transactions for the Plan and may require an authorized representative from Employer to approve any requested transactions by Employees. Employee must cooperate directly with any Investment Provider or Employer representative, as directed by Employer to exchange contract(s) or custodial account(s) to another vendor, make distributions, request loans, exchanges or otherwise access 403(b) Plan assets.</p> <p>By submitting this Agreement, the release of confidential information to third parties including Investment Providers, Plan Administrators and their representatives may occur as necessary to administer the Plan in accordance with applicable State and Federal law.</p> <p>Employer reserves the right to alter the terms of this Agreement as required to facilitate Plan compliance with State and Federal law.</p>
Instruction	<p>Please review this form carefully and once completed and signed, please submit the form to the appropriate office of your employer. For further information on this form please contact:</p> <p style="text-align: right;">Tax Deferred Solutions 6939 Sunrise Blvd, Suite 250 Citrus Heights, CA 95610 866.446.1072 – toll free 916.221.5040 – fax planadministrator@tdsgroup.org – email</p>

Appendix E – Classroom Observation Report

**Spreckels Union School District
California Standards for the Teaching Profession (CSTP)
Classroom Observation Report**

Teacher's Name: _____ Site: Spreckels Elem. Buena Vista

Evaluator's Name: _____ Assignment: _____

Date: _____ Time In: _____ Time Out: _____

Was this a scheduled observation? Yes No

Lesson Topic: _____

Number of Students in Classroom: _____

CSTP 1: ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING	Meets Standards	Does Not Meet Standards	Not Observed
• Using knowledge of students to engage them in learning			
• Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests			
• Connecting subject matter to meaningful, real-life contexts			
• Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs			
• Promoting critical thinking through inquiry, problem solving, and reflection			
• Monitoring student learning and adjusting instruction while teaching			

Evidence: _____

CSTP 2: CREATING & MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING	Meets Standards	Does Not Meet Standards	Not Observed
<ul style="list-style-type: none"> Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully 			
<ul style="list-style-type: none"> Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students 			
<ul style="list-style-type: none"> Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe 			
<ul style="list-style-type: none"> Establishes and maintains standards for student behavior 			
<ul style="list-style-type: none"> Creating a rigorous learning environment with high expectations and appropriate support for all students 			
<ul style="list-style-type: none"> Developing, communicating, and maintaining high standards for individual and group behavior 			
<ul style="list-style-type: none"> Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn 			
<ul style="list-style-type: none"> Using instructional time to optimize learning 			

Evidence: _____

CSTP 3: UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING	Meets Standards	Does Not Meet Standards	Not Observed
<ul style="list-style-type: none"> Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks 			
<ul style="list-style-type: none"> Applying knowledge of student development and proficiencies to ensure student understanding of subject matter 			
<ul style="list-style-type: none"> Organizing curriculum to facilitate student understanding of the subject matter 			
<ul style="list-style-type: none"> Utilizing instructional strategies that appropriate to subject matter 			
<ul style="list-style-type: none"> Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students 			
<ul style="list-style-type: none"> Addressing the needs of English learners and students with special needs to provide equitable access to the content 			
<ul style="list-style-type: none"> Establishing and articulating goals for student learning 			

Evidence: _____

CSTP 5: ASSESSING STUDENTS FOR LEARNING	Meets Standards	Does Not Meet Standards	Not Observed
<ul style="list-style-type: none"> Using assessment data to establish learning goals and to plan, differentiate, and modify instruction 			
<ul style="list-style-type: none"> Involving all students in self-assessment, goal setting, and monitoring progress 			
<ul style="list-style-type: none"> Using available technologies to assist in assessment, analysis, and communication of student learning 			

Evidence: _____

A copy of this document will be filed in your personnel file. You are entitled to review and comment upon this document and to have your own written comments attached. Any such written comments should be submitted to the personnel office within ten (10) working days of the following date.

 Administrator's Signature

 Date

I have received a copy of this observation report. I understand that this observation report only contains a portion of the evaluation criteria that will be included on the interim and/or final evaluation report. Signing this form does not necessarily mean that I agree with the ratings.

 Teacher's Signature

 Date

These criteria are based on state law (Education Code Sections 44660-44665) and the California Standards for the Teaching Profession (CSTP 2009).

Spreckels Union School District Teacher Evaluation Report

Teacher's Name: _____

Date: _____

Evaluator's Name: _____

Assignment: _____

Site: Spreckels Elementary Buena Vista

Status: Probationary Permanent

CSTP 1: ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING

_____ Meets Standards	<ul style="list-style-type: none">• Using knowledge of students to engage them in learning• Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests.• Connecting subject matter to meaningful, real-life contexts• Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs• Promoting critical thinking through inquiry, problem solving, and reflection• Monitoring student learning and adjusting instruction while teaching
_____ Does Not Meet Standards	

Comments: _____

CSTP 2: CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING

_____ Meets Standards	<ul style="list-style-type: none">• Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully• Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students• Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe• Creating a rigorous learning environment with high expectations and appropriate support for all students• Developing, communicating, and maintaining high standards for individual and group behavior• Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn• Using instructional time to optimize learning
_____ Does Not Meet Standards	

Comments: _____

CSTP 3: UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING

<p>_____ Meets Standards</p>	<ul style="list-style-type: none"> • Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks • Applying knowledge of student development and proficiencies to ensure student understanding of subject matter • Organizing curriculum to facilitate student understanding of the subject matter • Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students • Addressing the needs of English learners and students with special needs to provide equitable access to the content
<p>_____ Does Not Meet Standards</p>	

Comments: _____

CSTP 4: PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS

<p>_____ Meets Standards</p>	<ul style="list-style-type: none"> • Using knowledge of students’ academic readiness, language proficiency, cultural background, and individual development to plan instruction • Establishing and articulating goals for student learning • Developing and sequencing long-term and short-term instructional plans to support student learning • Planning instruction that incorporates appropriate strategies to meet the learning needs of all students • Adapting instructional plans and curricular materials to meet the assessed learning needs of all students
<p>_____ Does Not Meet Standards</p>	

Comments: _____

CSTP 5: ASSESSING STUDENTS FOR LEARNING

<p>_____ Meets Standards</p>	<ul style="list-style-type: none"> • Applying knowledge of the purposes, characteristics, and uses of different types of assessments • Collecting and analyzing assessment data from a variety of sources to inform instruction • Reviewing data, both individually and with colleagues, to monitor student learning • Using assessment data to establish learning goals and to plan, differentiate, and modify instruction • Involving all students in self-assessment, goal setting, and monitoring progress • Using available technologies to assist in assessment, analysis, and communication of student learning • Using assessment information to share timely and comprehensible feedback with students and their families
<p>_____ Does Not Meet Standards</p>	

Comments: _____

CSTP 6: DEVELOPING AS A PROFESSIONAL EDUCATOR

_____ Meets Standards	<ul style="list-style-type: none">• Reflecting on teaching practice in support of student learning• Establishing professional goals and engaging in continuous and purposeful professional growth and development• Collaborating with colleagues and the broader professional community to support teacher and student learning• Working with families to support student learning• Engaging local communities in support of the instructional program• Managing professional responsibilities to maintain motivation and commitment to all students• Demonstrating professional responsibility, integrity, and ethical conduct
_____ Does Not Meet Standards	

Comments: _____

Overall Comments & Commendations: _____

Overall Comments & Recommendations: _____

Final Rating:

The final rating of evaluation categories assessed in this evaluation is:

_____ Meets Standards

_____ Does Not Meet Standards

A copy of this document will be filed in your personnel file. You are entitled to review and comment upon this document and to have your own written comments attached. Any such written comments should be submitted to the personnel office within ten (10) working days of the following date.

Administrator's Signature

Date

I have received a copy of this evaluation report. Signing this form does not necessarily mean that I agree with the ratings.

Teacher's Signature

Date

These criteria are based on state law (Education Code Sections 44660-44665) and the California Standards for the Teaching Profession (CSTP 2009).

EMPLOYEE GRIEVANCE FORM

NAME _____ **CLASSIFICATION** _____ **DATE** _____

Description of Problem: (statement of facts and circumstances giving rise to the grievance):

Contract Section Grieved: _____

Remedy Sought: _____

LEVEL 1 DISCUSSION IMMEDIATE SUPERVISOR

Results:

Signatures:

Immediate Supervisor _____ Date _____ Grievant _____ Date _____

LEVEL 2 WRITTEN GRIEVANCE

Action Requested:

Grievant Signature _____ Date _____

Supervisor's Decision:

Signature _____ Date Received _____ Date of Response _____

LEVEL 3 SUPERINTENDENT/GRIEVANT CONFERENCE

Date Grievance Received _____ Date of Conference _____

Facts and Discussion:

Superintendent's Decision:

Superintendent's Signature _____ Date _____

LEVEL 4 APPEAL TO BOARD OF TRUSTEES

Date Appeal Received _____ Date Regularly Scheduled Board Meeting _____
Decision:

Board President's Signature _____ Date _____

LEVEL 5 ADVISORY ARBITRATION

Date Advisory Arbitration Request Received _____
Findings:

Advisory Recommendations:

Hearing Date _____ Advisory Arbitrator's Signature _____ Date _____

LEVEL 6 FINAL DECISION BY GOVERNING BOARD

Date Arbitrator's Recommendations Received _____

The Governing Board has the right and responsibility of a final decision in regard to grievance.

Governing Board's Decision:

Date Public Action Taken _____

Board President's Signature

STA Contract Dates

Date		Contract Article and Section	Description
Month	Day		
August	10		Transcripts or letters of verification due
September	30	29	District to provide "Statement of Accrued Sick Leave"
October	10	49	Transcripts for summer courses due
January	11	40	Certificated agreement not reached re contributions, District may begin payroll deductions.
February	1	38	Job share written plan due to District
February	1	36	Certificated employee on unpaid leave of absence must notify District of return to ninety days before school out.
February	28	49	District must be notified in writing of intent to change salary status (move column)
March	15	38	Board to take action on Job Share request
March	31	5	Deadline for Association to present proposals for year 2 & 3
March	31	5	Deadline for Association to request negotiating Master Agreement
May	1	21	Each employee scheduled for evaluation shall receive a Summary Evaluation
May	1		Appendix K due to Superintendent
May		18	Evaluation and assessment (when required) transmitted in writing to the certificated employee (not later than 30 days before the last school day of year)
May		45	Conference for certificated employees to be transferred for cause (30 days before end of school year)
June	1	App. K	Course Approval to be completed by Superintendent
June		18	Before the last school day, meeting with certificated personnel and the evaluator to discuss the evaluation

Intent to Apply for Advancement in Classification

As per section Article XVI I, Section 5 in the negotiated agreement, this form must be submitted to the District Office no later than February 28 for column movement anticipated the next fall.

___ *I intend to complete coursework that will meet the requirements for a change in column placement on the salary schedule.*

___ *I intend to complete my master's degree or certification/credential in _____ and qualify for an annual qualifications stipend.*

Name: _____

School Site: _____

Anticipated Units: _____ **Anticipated Date of Completion:** _____

Current Step Placement _____ Anticipated Step Placement _____

Current Column Placement _____ Anticipated Column Placement _____

Notes:
Course approval from (Appendix K) must be submitted no later than May 1.
Article XVII, Section A.2.d. of the negotiated agreement specifies no teacher may be advanced more than one column in any year. If you anticipate special circumstances, please contact the Superintendent before submitting this form to the Human Resources Department.

Signature: _____

Date: _____

Spreckels Union School District

Course Approval Form

This form is due to the Human Resources Coordinator no later than May 1. The Superintendent will return this form to the employee no later than May 10. All courses to be counted for additional units on the salary schedule must have the prior approval of the Superintendent.

Employee Name _____ Site _____

I request approval for the following courses. Upon completion of the work, I will file an official transcript at the Human Resources office.

Table with 3 columns: Course 1, Course 2, and a blank header column. Rows include Course Number, Name of Course, Institution, Semester units, Inclusive dates, and Date/time of class.

Employee Signature _____

Date _____

Superintendent Signature _____

Date _____

_____ Approved

_____ Not Approved

Please attach course description or any helpful information to this form.