

AGREEMENT

Between

SEBASTOPOL UNION SCHOOL DISTRICT

AND

SEBASTOPOL ELEMENTARY TEACHERS

ASSOCIATION

July 1, 2016 – June 30, 2019

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ARTICLE I - AGREEMENT

- 1.1 The Articles and provisions contained herein constitute a bilateral and binding agreement (“Agreement”) by and between the Governing Board of the Sebastopol Union School District (“Board”) and the Sebastopol Elementary Teachers Association, CTA/NEA (“Association”), an employee organization.
- 1.2 This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code (“Rodda Act”).
- 1.3 The term of this agreement shall be for the 2016-2017 to 2018-2019 contract years. Annual re-openers for the contract are salary, benefits and three (3) articles of each party’s choosing. Negotiations shall commence in accordance with the provisions of Contract Article IV (Negotiation Procedures.) Negotiations shall not begin until both parties have sunshined their initial proposals. Salary and Benefits are not reopeners for the 2016-2017 school year but are annual re-openers for 2017-2018 and 2018-2019.

ARTICLE II - RECOGNITION

- 2.1 The Board recognizes the Association as the exclusive representative of teachers as listed below:

All permanent, probationary, and temporary teachers, school counselors and school nurses with a valid contract employed on a regularly scheduled basis.
- 2.2 All other classifications are specifically excluded.

ARTICLE III - DEFINITIONS

- 3.1 “Teacher” refers to any employee who is included in the appropriate unit as defined in Article II and therefore covered by the terms and provisions of this Agreement. Any reference to male also means female and vice versa unless otherwise specified.
- 3.2 The terms teacher, unit member, employee and evaluatee are synonymous for the purposes of this agreement.
- 3.3 The immediate family of a teacher, spouse, or domestic partner, is defined as mother, father, grandmother, grandfather, grandchild, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law or any relative living in the immediate household of the teacher.

ARTICLE IV – NEGOTIATION PROCEDURES

- 4.1 Negotiations shall take place at mutually agreeable times and places, provided that meetings shall be held within a reasonable number of days from receipt of a written request. The Board will receive SETA reopeners no later than the February Board meeting. The parties shall make reasonable efforts to hold a portion of the negotiation sessions at times outside of the regular school day.
- 4.2 The Association shall designate up to five representatives who shall each receive release time without loss of compensation to attend negotiations and impasse proceedings.
- 4.3 The Board shall furnish the Association upon written request, non-confidential information which is “necessary” for the Association to fulfill its role as the exclusive bargaining agent. Such information includes the State Department of Education J-200 series and verification of Association dues deductions.
- 4.4 Not later than October 15, the Board shall furnish the Association with the placement of teachers on the salary schedule as of October 1.
- 4.5 Mutually agreeable minutes of each bargaining session shall be published.

ARTICLE V – ASSOCIATION RIGHTS

- 5.1 The Association and its members shall have the right to use school facilities at reasonable hours and under reasonable regulations.
- 5.2 The Association shall have the right to post notices of activities and matters of Association concern on bulletin boards in building areas frequented by teachers. The Association may use the District mail service and teachers mailboxes for communications to teachers.
- 5.3 Authorized Representatives of the Association shall be permitted to transact official Association business on school property at reasonable times, provided that it does not interfere with the educational program and that the Representative first notify the site administrator or his/her designee of their presence.
- 5.4 Each school year, by September 30, the Board shall provide each teacher with a current “Directory” which shall include the following:
 - 1) Names and addresses of all teachers by school and District, and
 - 2) Telephone numbers of teachers who make them available for publication.
- 5.5 The Association shall have the right to place items on each regular Board meeting agenda.
- 5.6 Any individual contract between the Board and a teacher shall be consistent with the terms and conditions of this agreement.
- 5.7 Copies of this contract shall be provided in each staff room and on-line.

ARTICLE VI – ORGANIZATIONAL SECURITY

- 6.1 Any teacher who is a member of the SETA, CTA/NEA, or who has applied for membership, may sign and deliver to the District a signed statement authorizing deduction of unified membership dues, initiation fees and general assessments in the Association. Pursuant to such authorization, the District shall deduct one tenth of such dues from the regular salary check of the teacher each month for ten (10) months. Deductions for teachers who sign such authorizations after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.
- 6.2 Any teacher who is not a member of the SETA, CTA/NEA, or who does not make application for membership within thirty (30) days of the effective date of this Agreement, or within thirty (30) days from the date of commencement of assigned duties, shall become a member of the Association or pay to the Association a fee in the amount equal to unified membership dues, initiation fees and general assessments, payable to the Association in one lump-sum cash payment. In the event that a teacher does not pay such fee directly to the Association, the District shall, upon written notice from the Association, immediately begin automatic payroll deduction as provided in Education Code Section 45061 and in the same manner as set forth in Paragraph 1 of this Article. There shall be no charge to the Association for such mandatory agency fee deductions.
- 6.3 Any teacher who objects to joining or financially supporting employee organizations shall not be required to join or financially support SETA/CTA/NEA.
- 6.3.1 Each teacher shall pay, in lieu of a service fee, sums equal to such service fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:
- Sebastopol Education Foundation
 - CERES Project
 - Sebastopol Community Center
 - Canine Companions
 - Habitat for Humanity
- The Board and the Association reserve the right to annually review and change the above list.
- 6.3.2 Proof of payment shall be made to the Association. Payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented on or before June 1 of each school year.
- 6.3.3 Any teacher making payments as set forth in 6.3.1 or 6.3.2, and who requests that the grievance or arbitration provisions of this Agreement be used in his or her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.

- 6.4 With respect to all sums deducted by the District pursuant to 6.1 and 6.2 whether for membership dues or agency fee, the District agrees promptly to remit such moneys to the Association accompanied by an alphabetical list of teachers for whom such deductions have been made.
- 6.5 The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.
- 6.6 CTA agrees to provide all legal counsel and pay all legal costs incurred in defending against any court action and/or administrative action before the Public Employment Relations Board challenging the legality or constitutionality of the agency fee provisions of this Agreement or its implementation.
- 6.7 CTA shall have the exclusive right to decide and determine whether any such action or proceeding referred to above shall or shall not be compromised, resisted, defended, tried or appealed.
- 6.8 Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, savings bonds, currently approved charitable donations, or any other plans or programs jointly approved by the Association and the Board.

ARTICLE VII – GRIEVANCE PROCEDURE

7.1 DEFINITIONS

- 7.1.1 A “grievance” is a formal written allegation by a teacher, teachers, or Association who have been adversely affected by a violation 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 or procedures must be undertaken under separate legal processes. Other matters for which a specific method of review is provided by law, by the rules and regulations and procedures of this School District are not within the scope of this procedure.
- 7.1.2 A “grievant” is a teacher or teachers in the unit covered by this agreement who is filing a grievance.
- 7.1.3 A “representative” is a fellow teacher, employee organization, or legal counsel who participates in the grievance procedure.
- 7.1.4 A “day” is a day in which the central administrative office of the District is open for business.
- 7.1.5 The “immediate supervisor” is the lowest level administrator having immediate jurisdiction over the grievance who has been designated by the District to adjust grievances.

7.2 INFORMAL LEVEL

Any teacher who believes he has a grievance shall present the grievance orally to the immediate supervisor within fifteen (15) days after the grievant knows or reasonably should have known, of the circumstances that form the basis for the grievance. Failure to do so will render the grievance null and void. The supervisor shall hold discussions and attempt to resolve the matter within three (3) days after the presentation of the grievance. It is the intent of this informal level that at least one personal conference be held between the grievant and the immediate supervisor.

7.3 FORMAL LEVELS

- 7.3.1 Level 1: Within ten (10) days after the grievant knew, or reasonably should have known of the circumstances which form the basis for the grievance, the grievant must present the grievance in writing to the immediate supervisor, or designee (see Appendix C, Grievance Report Form.) This written grievance shall be a clear, concise statement of the grievance, the article of this Agreement alleged to have been violated, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought. The supervisor or designee shall communicate a decision to the teacher in writing within fifteen (15) days after receiving the grievance.

- 7.3.2 Level 2: In the event the grievant is not satisfied with the decision at Level 1, the grievant may appeal the decision in writing to the Superintendent or designee within ten (10) days following said decision. This written appeal should include a copy of the original grievance, the article of this Agreement alleged to have been violated, the decision rendered at level 1, and a clear, concise statement of the reasons for the appeal. The Superintendent or designee shall communicate a decision within ten (10) days after receiving the appeal.
- 7.3.3 Level 3: If the grievant is not satisfied with the disposition of this grievance at Level 2, or if no written decision has been rendered within ten (10) days after he has first met with the Superintendent, or his designee, he may, within ten (10) days after a decision by the Superintendent, or his designee, request in writing that the Association submit his grievance to the Board. The Board will review the grievance documentation and take oral testimony.
- 7.3.4 Level 4: If the grievant is not satisfied with the disposition of his grievance at Level 3, or if no written decision has been rendered within ten (10) days after he has first met with the Board, or its designee, he may within ten (10) days after a decision by the Board, or its designee, request in writing that the Association submit his grievance to binding arbitration. The Association, by written notice to the Board within fifteen (15) days after receipt of the request from the grievant, may submit the grievance to binding arbitration. (If any question arises as to the arbitrability of the grievance, such question will be ruled upon by the arbitrator only after he has an opportunity to hear the merits of the grievance.)
- 7.3.4.1 The parties shall select a mutually acceptable arbitrator from a list provided to them by the California State Conciliation Service (CSCS).
- 7.3.4.2 The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator's decision shall be binding upon the parties.
- 7.3.4.3 All costs for the services of the arbitrator including but not limited to, per diem expenses, his travel and subsistence expenses and the cost of any hearing room will be borne equally by the Board and the Association. All other costs will be borne by the party incurring them.
- 7.3.5 Miscellaneous: The grievant has the right to have a representative at any step of the grievance procedure. Any teacher may present grievances relating to a contract dispute to his employer and have such grievances adjusted without the intervention of the exclusive representative or employee organization as long as adjustment is not inconsistent with the terms of this agreement. The District shall not agree to the adjustment or resolution of the grievance until the exclusive representative or employee organization has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.
- 7.3.6 No reprisals shall be taken by the District against any person taking part in the Grievance/Arbitration procedure.

7.3.7 All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file at the District Office. During the pendency of any processing, and until a final determination has been reached, all proceedings shall be private, and subject to the provisions of the Brown Act. The grievant, or the Association, with written permission of the grievant, shall be permitted to examine and/or obtain copies of materials at no charge to District in such grievance file.

ARTICLE VIII - SALARY

8.1 Salary

- 8.1.1 The work year shall be 187 days for the 2017/18 school year, including 180 instructional days, two (2) staff work days; four (4) staff development days, and one parent conference day. The full-time work year for 2017/18 shall be 187 days, changing to 186 for the 2018/19 school year. The current school year calendar is available on the District website and in the school offices
- 8.1.2 The certificated salary schedule will be based on a 187 day work year for the 2017/18 school year and 186 day work year for the 2018/19 school year. The length of the work year and instructional year shall be subject to negotiations between the District and Association.
- 8.1.3 The stipend for an earned Masters or Doctorate degree shall be \$750 for a full time unit member. This amount shall be pro-rated for less than a full time or full year assignment.

8.2 Initial Placement on Salary Schedule

- 8.2.1 Initial placement on a salary schedule shall be made by the District Superintendent.
- 8.2.2 Semester units of graduate level earned at an accredited college or university after the award date of the Baccalaureate Degree will be used in making initial placement. Official transcripts must be received no later than the first day of school. Teachers hired after the start of the school year shall have 30 days to provide transcripts.
- 8.2.3 A unit member with no teaching experience will be placed at Step 1.
- 8.2.4 Full time teaching experience outside the Sebastopol Union School District will be recognized as follows:
 - 8.2.4.1 One year's credit for each year of outside experience up to three years.
 - 8.2.4.2 One year's credit for each two years of outside experience thereafter.
 - 8.2.4.3 Maximum initial placement shall be at Step 7.
- 8.2.5 All new teachers shall be placed at Step 1, Column III until such time as the District Office receives all official transcripts and experience verification.
- 8.2.6 Final placement shall be determined by the District Superintendent.

8.3 Movement on Salary Schedule

- 8.3.1 Full time unit members will move one step for each year of service.
 - 8.3.2 For Column placement and movement, units as used in this section shall refer to semester units. A quarter unit is equal to two-thirds (2/3) of a semester unit.
 - 8.3.3 Only units completed after final or initial placement shall be considered for advancement.
 - 8.3.4 In order for units to be approved for movement on the salary schedule, verification of successful completion must be submitted to the Superintendent after the course is completed.
 - 8.3.5 All approved units completed by September 1 of any year shall be counted for salary placement purposes for that year, as long as the District Superintendent has been notified by the preceding March 30 that a change in salary classification may be earned by September 1. All records must be received in the District Office by the first day of school.
 - 8.3.6 Graduate units completed at an accredited college or university related to education of the professional assignment of the unit member are acceptable for salary schedule movement upon submission.
 - 8.3.7 For all other courses and/or workshops and conferences where unit members may earn units for salary schedule placement, unit members shall make application to the Superintendent and receive prior approval. Approval for the course will be based upon the relevancy of the course to the professional assignment or potential assignment of the unit member.
 - 8.3.8 Any course or educational activity that is supported by District funds shall be considered ineligible for salary schedule placement.
 - 8.3.9 Salary schedule credit shall be granted only for a course of a grade of C or above, or a pass in a course that does not have a letter grade.
- 8.4 Any questions or appeals by unit members to the application of the contract provisions of this article shall be heard by a Professional Standards Committee, comprised of three representatives of the unit and one administrator. All decisions will be made by consensus.

ARTICLE IX – FRINGE BENEFITS

9.1 Effective July 1, 2007 Medical Dental and Vision coverage shall be provided through California's Valued Trust (CVT).

9.2 Effective October 1, 2010, the District will pay \$969 per month per full-time bargaining unit member to CVT for medical benefits toward the plan of their choice listed below. This amount will be pro-rated for part-time unit members based on their FTE. The medical plans available are:

9.2.1 Kaiser Plans 3, 7, 8 and Wellness

9.2.2 PPO Plans 2, 6, 10, Bronze 2610 and Wellness

If, for any reason, the cost of benefits for the school year decreases, the cost borne by unit members shall be decreased by the same amount.

9.3 The District will continue to pay the full cost of premiums for the following plans that are currently offered in the District:

- Delta Dental annual maximum \$2,000.00, 2 cleanings annually, and nitrous oxide coverage.
- Vision Service Plan C
- Standard Insurance Company

9.4 The District shall make available an IRS Section 125 plan which will allow employees to authorize payroll deductions for unreimbursed medical expenses, dependent care and an employee's share of medical plan costs. Such deductions shall be subject to applicable rules and regulations. Employees who desire to participate in the program shall authorize payroll deductions in writing. Twelve months of expenses shall be withheld in ten equal deductions

9.4.1 The unreimbursed medical maximum under the Plan will be \$3,600 per year. Unspent amounts go to the District, as per Federal Law, and are to be administered by a 3rd party.

9.5 The annual cost of an employee's share of a medical benefit plan, if any, shall be deducted in ten equal installments.

9.6 Effective June 30, 2003, the District will fully pro-rate the District's contribution for benefits according to the full-time equivalency of each unit member.

9.7 Retirees may continue their enrollment in District medical, vision and life insurance group plans by monthly prepayment of full premium cost provided such continuance is allowed by the carrier.

9.8 The parties agree to enter into meaningful discussions regarding the benefit programs through the use of a study committee.

9.9 Domestic Partners (Effective July 1, 2004)

9.9.1 The District shall provide eligible domestic partners with health insurance benefits under the following eligibility requirements. Employees covered under the Sebastopol Union School District may enroll their domestic partner for health insurance benefits. The employee and the domestic partner must complete, sign and file with the health Service Provider an affidavit which includes the following basic requirements, among others:

9.9.1.1 They have executed a Declaration of Domestic Partnership and had it notarized and witnessed. A copy of the Declaration must be submitted with the affidavit. The requirement of the Declaration in addition to those listed separately or superseded below are as follows:

- a. Both the employee and domestic partner have reached the age of 18.
- b. Neither is married or has had another domestic partner within the last six months, unless that domestic partnership terminated by death.
- c. Neither would be prevented under California law from marrying the other as a result of a blood relationship.
- d. Both same sex and opposite sex partnerships are eligible.
- e. All statements made at the time that the Declaration of Domestic Partnership was entered into remain true and both members intend them to remain true indefinitely.
- f. Both members maintain the same principal place of residence and intend to continue to do so indefinitely.
- g. Both members are economically responsible to third parties for each other's expense for food, shelter and medical care and this shall remain the case for at least only as long as the non-employed partner is covered by the Health Service Provider.

9.9.1.2 Employees intending to cover domestic partners under the Sebastopol Teachers Association/Sebastopol Union School District agreement should understand that as a result of applicable federal and state law, coverage of the domestic partner may not be eligible for pretax treatment under the Section 125 plan and this may result in imputed income to the employee.

9.9.1.3 The domestic partner may be eligible for continuing coverage through the Health Service Provider under the federal group continuation law known as "COBRA" or other applicable law upon the happening of certain circumstances.

9.9.1.4 Domestic partners are eligible to be enrolled only during the annual enrollment period and are subject to the rules on the commencement of coverage that apply to all dependents.

9.9.1.5 In addition, children of enrolled domestic partners are eligible for health insurance coverage under conditions substantially the same as those governing children of employees' spouses.

9.9.1.6 An employee must obtain a Domestic Partner Affidavit and an Affidavit for Enrollment from the District Office. These forms must be completed and returned during any open enrollment period or at the commencement of initial eligibility.

ARTICLE X – CERTIFICATED EMPLOYEE EVALUATIONS

10.1 It is understood and agreed by the evaluator and evaluatee that their principle objective is to provide quality education in the District.

It is also understood that the evaluation program, in its design and operation, is intended to provide an open communication process and a supportive environment in which to improve performance of certificated employees.

The District and the Association accept as a fundamental premise for a successful evaluation program the necessity for mutual respect and confidence to exist between the evaluator and those evaluated. The District will provide the necessary training for those engaged in the process of evaluation to assure a level of competence to achieve this respect and confidence for the evaluator and evaluatee. Multi-site personnel shall be evaluated by their immediate supervisor(s) who have that service provided in their school site. All other teachers shall be evaluated by the designated administrator or an administrator agreed upon by the evaluatee and the District Superintendent.

10.1.1 The evaluation program shall evaluate certificated teachers' performance as it reasonably relates to the following:

- (1) The progress of pupils towards the standards of expected pupil achievement at each grade level in each area of study.
- (2) The instructional techniques and strategies used by the employee.
- (3) The employee's adherence to curricular objectives, including but not limited to District adopted programs, Common Core Standards, Scope and Sequence for grade(s) level and subject area(s) taught.
- (4) The establishment and maintenance of a suitable learning environment, within the scope of the employee's responsibilities.
- (5) Other reasonable criteria as defined by the District, such as adherence to policy, rules and regulations as established by the District to be reviewed annually (see 10.1.4).
- (6) The Evaluation Report shall acknowledge special activities of the employee that enhance the school environment such as mentoring, peer support, grant writing and other extra-curricular activities. (See Appendix E, Evaluation Report)

10.1.2 In the case of non-instructional certificated employees, evaluation and assessment of performance will be conducted as it relates to duties and responsibilities of the job description.

10.1.3 In this Article, the definition of Evaluation Plan shall be the plan submitted to the evaluator by October 1 of each year that outlines the annual goals, possible strategies to achieve the goals, and methods of measurement. The goals that are submitted on the Evaluation Plan should reflect the following: pupil achievement; instructional techniques and strategies, curriculum, and learning environment. The Evaluation Plan shall be a dynamic, interactive, living document that informs the entire process from preconference to final evaluation report.

10.1.4 The evaluation procedures and plans shall be reviewed annually through negotiations to ensure effectiveness and uniformity. Any additional criteria to be used in the evaluation process the following year shall be reviewed.

10.2 Procedure

10.2.1 Probationary teachers shall be evaluated formally once each year.

10.2.2 Permanent teachers shall normally be evaluated at least once every two years. Teachers will be evaluated the year following an overall unsatisfactory evaluation. Teachers will be evaluated upon a request of the teacher or the year of a change in instructional assignment.

10.2.3 Permanent unit members who have been employed at least ten (10) years in the District, who are certified as Highly Qualified under ESEA, and whose most recent evaluation has indicated he/she has met standards, if the evaluator and evaluatee agree, the evaluation shall be made every five (5) years. Either the affected unit member or evaluator may withdraw consent at the beginning of a school year, no later than October 1st.

10.3 Process

10.3.1 By October 1, teachers will submit Evaluation Plan to the evaluators. Evaluators shall meet with teachers to review teacher's Evaluation Plan by October 15. The plan shall be reviewed and mutually agreed upon at this conference. (See Appendix F.)

10.3.2 In the event that the evaluator or evaluatee cannot come to agreement on the contents of the Evaluation Plan or any other elements of the evaluation process, a third party will be mutually selected to assist in resolving the disagreement. Resolutions shall begin at the earliest possible time.

10.3.3 During the course of the year, circumstances may arise that require modification of the Evaluation Plan. The evaluatee and evaluator will review and come to mutual agreement on its revision.

10.3.4 In determining the outcomes of the evaluation, it is recognized that there are many constraints and factors that may affect performance such as class size, intellectual abilities of the learners, availability of support personnel and facilities, student mobility, and class make-up.

10.4 Observation – Supervisory Process

10.4.1 It is the intent of the observation/supervision process to provide the evaluatee with ongoing and pertinent information regarding performance. All comments or ratings to appear on the Final Evaluation Report should have been addressed and discussed during the Observation – Supervision Process.

- 10.4.2 Each evaluation shall be based upon at least two (2) observations. The evaluatee shall be given a minimum of two (2) days notice prior to the initial observation. This observation shall be no less than 20 consecutive minutes. After the initial observation, both scheduled and unscheduled in-class observations may be part of the evaluation process. These observations to be used as part of the evaluation shall be no less than 20 consecutive minutes.
- 10.4.3 Within five (5) teaching days, each observation shall be followed by an observation conference in which the evaluator and the evaluatee shall review the observation summary. Copies of the observation summary shall be given to the evaluatee at that time.
- 10.4.4 Copies of each observation summary shall be attached to the Final Evaluation Report and shall become a permanent attachment to his/her personnel file. (See Appendix G.)
- 10.4.5 The formal observations are a part of the year-end evaluation report. Other evaluation data may be obtained through a variety of observations, visitations, and conferences between evaluator and evaluatee. Teacher may initiate and submit other written information through the course of the year to provide additional documentation for the Final Evaluation Report.
- 10.4.6 The evaluator, within five (5) working days of an incident or known data that could result in an unsatisfactory rating or comment, shall notify the evaluatee of that problem area in writing (Notice of Concern form, Appendix D) in order to allow maximum opportunity to correct such deficiencies.

10.5 Recommendations and Follow-Up Procedures

- 10.5.1 The evaluator's written observation summaries during the supervision process shall contain acknowledgements of accomplishments where appropriate and shall contain specific recommendations on how the performance may be improved if the performance is deemed unsatisfactory. Comments regarding unsatisfactory performance shall be substantiated.
- 10.5.2 The evaluator shall make specific recommendations to correct any cited deficiencies. The District shall provide assistance and supportive action in implementing such recommendations and, if appropriate, adequate release time for the teacher to meet such recommendations.
- 10.5.3 The evaluator and the evaluatee shall then meet to write an improvement plan prior to the conclusion of the school year that will include specific recommendations for improvement, specific assistance offered to achieve recommendations, a time schedule to monitor progress, and the manner in which achievement of recommendations will be measured.

- 10.5.4 Failure to reach agreement on any of the elements of the improvement plan shall necessitate that the evaluator and the evaluatee designate a third party, agreeable to both, to assist in resolving the disagreement. If the evaluatee does not agree with the improvement plan, he/she may attach a written response to the plan.
- 10.5.5 If agreed to by the evaluator and evaluatee, a mentor teacher may apply (see Mentor Application - Appendix M) to assist the evaluatee in meeting the requirements of the improvement plan. The Mentor's duties may include, but are not limited to, a) Work together to create the Improvement Plan along with the Admin/Evaluator, Evaluatee and Mentor; b) Monthly observations: Mentor to Evaluatee and/or Evaluatee to Mentor; c) Touch base monthly with Administration, Mentor and Evaluatee. Mentor shall receive a stipend of up to \$500 (\$40 x 12.5 hours). Additional hours may be available at the rate of \$40 per hour at the request of Mentor and with prior approval of administration.
- 10.5.6 If the evaluator and evaluatee agree that subsequent remedial action has eliminated the performance deficiencies, an amendment stating the improvements shall be attached to the original evaluation.

10.6 Evaluation Timeline

- 10.6.1 The Final Evaluation Report (see Appendix E) shall be given to the evaluatee (permanent and probationary teachers) no later than the first school day in May. Probationary teachers shall additionally receive an Evaluation Report midyear, prior to the first school day in February. The evaluatee shall have the right to initiate a written reaction or response. This shall become a permanent attachment to his/her personnel file.

10.7 General

- 10.7.1 Non-administrative teachers shall not be required to participate in the evaluation and/or observation of other non-administrative teachers nor shall they be required to assess their own performance.
- 10.7.2 Unsubstantiated statements proceeding from rumor or gossip or hearsay shall not be a basis for evaluation.
- 10.7.3 If student assessment data is/are included in the evaluatee's individual evaluation, the performance evaluation shall be based upon multiple measures and assessments.
- 10.7.4 The evaluation and assessment of certificated employee performance pursuant to this section shall not include the use of publishers' norms established by standardized tests.
- 10.7.5 No teacher shall be held accountable for any aspect of the educational program over which he/she has no authority to correct.

10.7.6 The private life of a teacher shall not be part of the evaluation except as it may prevent the teacher from performing his/her assigned functions during the workday.

10.7.7 Change of Primary Evaluator

Upon request to the District Superintendent for a different evaluator on or before October 15, another district administrator will be assigned to complete the entire evaluation process. This option will be limited according to the number of requests, the reasons for the requests and the availability of other administrators outside of the school site.

10.8 Voluntary Supplemental Evaluation Strategies and Processes

10.8.1 It is the intent of supplemental evaluation strategies and processes to promote openness and creative approaches to the evaluation process particularly the collection of information for the Final Evaluation Report. Supplemental evaluation strategies and processes are voluntary and may, upon teacher selection, be included in the standardized process as defined in this article.

10.8.2 Nothing within this supplemental process shall be construed as a loss of any rights, benefits or legal obligation specified under Education Code 44660.

10.8.3 The following options for supplemental evaluation strategies are available to permanent teachers upon written request to be submitted as an attachment to the work plan by October 1:

10.8.3.1 Peer Observation/Coaching

This process will include permanent teachers conducting observations and post-observation conferences. In order to participate, the observer must attend a training session to prepare for the process. Reasonable release time will be provided to support the peer observation process. Copies of the Observation Summaries will be completed and submitted to the evaluator by April 15 if it is to be considered for the Final Evaluation Report.

10.8.3.2 Analysis of Teacher Work Over a Specified Time

The evaluator/evaluatee will review a compilation of teacher work (portfolio) to demonstrate teacher achievement.

10.8.3.3 Student or Parent Survey

The evaluator and evaluatee must mutually agree to this strategy and jointly develop the survey instrument(s).

10.8.3.4 Second Evaluator

A mutual agreement may be reached between the evaluator and evaluatee to engage an additional district administrator to conduct

observation(s) and subsequent conference(s) resulting in observation summaries to be submitted by April 15 and included in the Final Evaluation Report.

10.8.4 All summary documentation that is completed through supplemental strategies may be submitted to be attached to the Final Evaluation Report.

10.9 Personnel Files

10.9.1 The teacher shall be permitted to review and obtain a copy of the materials in his/her District and local personnel files, which may serve as the basis for affecting his/her evaluation or the status of his/her employment. Permission to review shall be granted provided that the request is made during the regular office hours and at a time when the teacher is not required to render service to the District.

10.9.2 Information of a derogatory nature shall not be entered or filed unless and until the teacher is given a copy of the material and an opportunity to review and comment thereon. Such review shall take place during normal business hours.

10.9.3 Items, which may affect the employment status of the teacher, shall appear in the District Personnel File no later than three (3) weeks from the date of their origin.

10.9.4 A teacher may have an Association Representative present when he/she inspects his/her personnel file or may authorize, in writing, an Association Representative to review his/her files. The District shall observe strict confidentiality of the personnel files which shall mean that access to a teacher's personnel file(s) shall be limited exclusively to those persons with a legitimate administrative need for such data on a need-to-know basis. Authorization must be obtained from the Superintendent. The District shall keep a log indicating the persons who have examined a personnel file, as well as the dates such requests were made. Such logs shall be made available for examination by the teacher or his/her authorized Association Representative.

10.9.5 All material placed in a teacher's personnel file shall be dated and signed by the person who caused the material to be prepared.

ARTICLE XI – CLASS SIZE

11.1 Class Size Overage

Overage shall be paid when class sizes exceed:

Grades Kindergarten – 3 rd	24 Students
Grades 4 th -5 th	26 “
K – 3 Combinations	23 “
3 - 4 Combinations	24 “
4 - 5 Combinations	26 “

11.1.2 When individual class sizes in K – 5 are exceeded, the teacher will be compensated at a rate of \$5.00 per student per day.

11.1.3 Grade Span Adjustment [GSA]

The average class sizes grades K - 3 at each individual school site shall not exceed 27 students.

11.2 For departmentalized grades 6–8, individual class loads will be no greater than the following:

English/Language Arts	29 Students
Band	42 Students
Physical Education	33 Students
All Other Classes	32 Students

11.2.1 The maximum daily load for teachers of grades 6–8 shall be no greater than the following:

Band	160 Students
Physical Education	160 Students
All Other Classes	150 Students

When individual class loads in grades 6–8 are exceeded, the teacher will be compensated at the rate of \$2 per student per period for each day of the excess load of enrollment.

11.2.2 Overages will be assessed when the total enrollment of students exceeds the cumulative total of students for the total number of teachers. (E.g. for 3 teachers assigned to a class, overages will be assessed for the 100th student enrolled. For 2 teachers, overages will be assessed for the 67th student enrolled.)

11.2.3 Upon the assignment of students, physical education teachers may distribute students among the individual class periods in a manner that best meets the needs of the program and best equalizes individual class sizes. Prior to such decisions, the physical education teachers will seek concurrence with the site administrator.

11.2.4 In the event that the overage in a physical education class period is necessary, a teacher will be identified, through concurrence with the District and SETA, to be compensated at the daily rate (see 11.2.2).

- 11.2.5 When the maximum class load is exceeded in grades 6–8, the teacher will be compensated at the rate of \$3 per student per day for excess load by enrollment. (An overage caused by a student for the daily class load cannot be duplicated for an individual class period.)
- 11.2.6 Classes that require functional workstations shall not exceed the number of functioning work stations in the classroom (as mutually agreed between the site administrator and the teachers; any disputes shall be resolved by the superintendent or by State law restrictions if any apply).
- 11.2.6.1 Functioning workstations as applied to this contractual agreement is defined as workstations that require that equipment is operational so students can use it as an education aid. The District, after receiving notification from the teacher regarding the nature of a problem, will address the problem through repair or placement within a reasonable period.
- 11.2.6.2 It is fully understood and agreed that during the reconstruction and/or modernization of the school campuses and while classes are assigned to temporary facilities, the necessary workstations as outlined in 11.2.6 may not be fully available until permanent facilities are available for use.
- 11.3 Site administrators shall have ten class days after the first day of actual student attendance to adjust class sizes and overages without payment of compensation as outlined in this article. However, should the overage exist on or after the eleventh day of actual student attendance, compensation shall be paid for retroactive overage.
- 11.4 The District agrees that, in the event the Learning Center Model is agreed to by the Site Principal and involved teacher at the specific school site, the class size shall not exceed 28 to 1. Any identified SDC student, or student whose IEP requires special ed services for 50% or more of the day, who is assigned to the Learning Center, shall count as 1.5 students toward the 28 to 1 class size.

ARTICLE XII – ASSIGNMENT/REASSIGNMENT

12.1 Definitions

- 12.1.1 An assignment is a grade level or subject area taught, or services performed within a unit member's credential
- 12.1.2 A reassignment is the movement of a unit member from one assignment to another assignment.
- 12.1.3 A voluntary reassignment is the movement from one assignment to another assignment that has been initiated by the unit member and/or has received concurrence from the unit member.
- 12.1.4 An involuntary reassignment is the movement of a unit member from one assignment to another assignment that has not received concurrence from the unit member.
- 12.1.5 A vacancy is an open assignment that has resulted from a newly designated assignment, the termination of employment, such as retirement or non-reelection, approval of leave or layoff, or a reassignment of a unit member. An existing assignment, which becomes a combination class, or dissolves a combination class, is not a vacancy.

12.2 General Guidelines:

- 12.2.1 Voluntary reassignments always take precedence over involuntary reassignments and no voluntary step may be omitted.
- 12.2.2 A tentative placement schedule, by school and grade level assignment, will be prepared with openings posted by May 15.
- 12.2.3 When vacancies occur, notice of each vacancy will be posted on the bulletin boards in the teachers' room of each building for a minimum of five (5) teacher work days, unless waived by the designee of the SETA Cabinet.
- 12.2.4 Summer Notification: Teachers may register with the District Office to receive notification of vacancies that may occur during the summer. This notice must be received by the District Office by the last day of school. [This notice shall include phone number, summer mailing address and/or email address].

The District will notify unit members of this policy before May 15 of the current year. The District shall mail and email a copy of all such vacancy notices to the registered teachers, and to the President or designee of the SETA Cabinet. Summer job notifications will have a deadline for response of no less than 72 hours. Responses must be made in writing [letter, fax, or email].

- 12.2.5 Decision(s) regarding the filling of a vacancy shall be made within ten (10) working days after the closing date of the vacancy posting.

- 12.2.6 Reassignments shall not be punitive or disciplinary in nature.
- 12.2.7 Voluntary reassignment requests shall not be denied arbitrarily or capriciously, nor shall a teacher be involuntarily reassigned arbitrarily or capriciously, without basis in fact.
- 12.2.8 When unit members experience a grade change or subject area change, they will receive an additional \$100 per year to be allocated from the school site budget.

12.3 Voluntary Reassignment

- 12.3.1 A vacancy that occurs on or after the eleventh (11th) school day of a school year need not be posted as a vacancy under clause 12.2.3. However any such vacancy filled without being posted that will continue through the next school year, shall be posted as a vacancy pursuant to the provisions of this Article for the following school year.
- 12.3.2 Where there is more than one applicant for a vacancy, such Reassignment shall be made in accordance with the following: Certification, professional preparation, and experience being relatively equal, the teacher with the greatest districtwide seniority shall be entitled to fill the position.
- 12.3.3 A teacher on a paid or unpaid leave of absence shall be entitled to return to an assignment within the District.
- 12.3.4 In the event of a denial of a voluntary request, the following shall occur:
 - 12.3.4.1 A unit member shall be provided a specific written explanation by the Superintendent as to the reason(s) within five (5) working days.
 - 12.3.4.2 The unit member shall be granted, upon request, a meeting with the Superintendent or designee to discuss the reasons for the denial. The unit member may be represented at this meeting.
 - 12.3.4.3 The unit member shall have the opportunity to appeal to the Governing Board a denial of a request for a voluntary reassignment to a vacancy.
- 12.3.5 No outside applicant shall be selected to fill a District vacancy or a newly created position if there is a qualified unit member applicant.

12.4 Involuntary Reassignment

- 12.4.1 In the event that it is necessary to make an involuntary reassignment, the Superintendent shall meet with SETA to discuss any potential involuntary reassignments.
- 12.4.2 The District shall seek volunteers prior to making any involuntary reassignment. If an involuntary reassignment becomes necessary, the unit member without an

assignment, qualified for the position, with the least seniority in the District, shall be reassigned.

12.4.3 An involuntarily reassigned teacher shall have the opportunity to appeal to the Governing Board.

12.4.4 All reasonable efforts will be made not to involuntarily reassign a teacher more than once every two years.

12.4.5 Upon concurrence of the unit member, the District shall work cooperatively with the unit member to develop a plan of assistance to help the unit member successfully perform the new assignment.

12.4.6 A memo documenting a unit member's involuntary reassignment(s) shall be provided to the unit member and a copy shall be placed in the member's personnel file, upon the unit member's request.

12.5 Classroom Moves

12.5.1 The District shall provide boxes and assistance in the moving of the unit member's furniture and materials whenever a unit member is reassigned. The District shall provide compensation as follows:

12.5.1.1 Up to 3 days (based on hours of sick leave per day) at \$30 per hour or;

12.5.1.2 Release time of up to 3 days (with substitute provided) or;

12.5.1.3 Some combination of the above.

12.5.2 Additional time may be compensated upon approval of the Superintendent.

ARTICLE XIII – TEACHER HOURS

- 13.1 Teachers shall be on the school grounds thirty (30) minutes before the start of school each day except when the duty roster requires earlier arrival. Teachers working less than a full day are expected to arrive at a time prior to their assignment on a pro-rated basis but no later than 10 minutes before the start of that assignment. Part-time teachers working full days are required to be on the school grounds the same amount of time as a full-time teacher on those days (30 minutes before the start of school).
- 13.2 Teachers shall have a duty free lunch of at least 40 minutes on all school days. Prep teachers, who travel to multiple sites, shall have a 30 minute lunch on shortened Wednesdays if needed to accommodate their scheduling.
- 13.3 A teacher may leave the school grounds at the termination of the teaching day unless requested to remain by the site administrator or Superintendent for additional school related activities for 30 minutes after the student day. Activities required by the District later than 30 minutes after the student day shall be compensated at the hourly rate for extra duty.
 - 13.3.1 The kindergarten teacher shall be available during the Park Side school day for assistance or assignment in the instructional program of the primary grades when not involved in the kindergarten program.
 - 13.3.2 It is expected that unit members will attend meetings, such as IEPs, SSTs, 504 meetings, or parent meetings as related to their assignment, and that these meetings will be scheduled at reasonable times. If meetings are scheduled outside the workday, teachers shall be compensated pursuant to 13.3. If a unit member is unable to attend, that member will notify their administrator in a timely fashion in order to allow for rescheduling, if necessary.
- 13.4 Mutual agreements shall be reached each year on the school calendar that will include the following:
 - 13.4.1 Each Wednesday shall be a shortened day, of which one each month shall be used for school site faculty meetings. The remainder will be used for collaborative planning/staff development and/or transition of grading periods. Brook Haven and Park Side students will be released at 1:30. The equivalent of a maximum of five shortened days shall be used for parent conferences.
 - 13.4.2 One release day may be used as a visitation day with prior arrangement and scheduling with the school principal or superintendent.
 - 13.4.3 In the event the development of the school calendar and the scheduling of dismissal times for shortened days reduces the annual instructional minutes under what is required by the State, necessary increase of class minutes to meet State requirements will be made.

- 13.5 Preparation time will include such activities as individual preparation of lessons, meetings with colleagues or the site administrator, parent and/or student conferences or other activities that will assist that member in carrying out the activities and responsibilities of their position. Preparation time in grades 4-8 shall be performed on site unless a departure is authorized by the site administrator.
- 13.5.1 Full-time teachers in grade 5, 6, 7, and 8 shall receive one instructional period for preparation each day. Fourth (4th) grade teachers shall receive 210 minutes per week. Teachers less than full-time will have pro-rated preparation time based on their percentage of FTE.
- 13.5.2 Preparation time for grades K-3 follows the dismissal of students.
- 13.6 Teachers who are required to change campus locations during their instructional day will be provided travel time of 15 minutes.
- 13.7 For purposes of determining full time equivalency (FTE) for part time unit members, a percentage shall be derived by calculating actual time of daily instruction compared to the actual time of daily instruction of a full time unit member serving the same grade level.
- 13.8 Teachers with assignments at more than one grade level will have the time of their instructional assignment reflecting the longer of the two (or more) assignments.
- 13.9 Teachers shall not have gaps in part-time scheduling. Deviations from this intent shall be negotiated between the Association and the District.
- 13.10 Outside classroom duties, as scheduled by the site administrator, will be prorated according to full time equivalency and shall be rotated and distributed as equally and as reasonably as possible, with not more than one duty per student day (for example, Yard Duty schedule).
- 13.11 The full time equivalency of teachers on a job share will be determined by the total number of days worked.
- 13.12 No unit member will be required to perform the following unless specified in their job duties:
1. Non-emergency medical procedures
 2. Toileting
 3. Feeding
 4. Physical Restraint
 5. Lifting
 6. Exercising
- 13.13 It may be necessary for a regular classroom teacher to meet with specialists and support staff when planning and meeting the needs of “Full Inclusion” and West County Consortium students (or students receiving services beyond those in an RSP class, SDC class or Speech/Language Therapy.)

The regular classroom teacher of such a student may request a meeting and the formation of a committee to assist and provide support to that teacher in problem-solving to best meet the needs of the student, the class in general, parents, school, etc. This committee shall consist of the school psychologist, principal, and other appropriate staff that could include the school nurse, speech/language therapist, specialist, former teacher, etc.

Meetings will be held during the regular workday or at a mutually agreed time. The teacher with student(s) as described above will be given two release days annually for training, conferences regarding students needs, collaborative team meetings, planning times or visitations.

- 13.14 All unit members shall have the opportunity to take appropriate breaks through recess, preparation periods or other scheduled times.

ARTICLE XIV - LEAVES

14.1 Sick Leave

Every teacher shall be entitled to ten (10) days of paid sick leave for each year of employment which shall be prorated for other than full-year teachers. For purposes of sick leave only, a day shall be considered seven (7) hours.

14.1.1 Unused sick leave shall accrue from school year to school year.

14.1.2 At the beginning of each school year, every teacher shall receive a sick leave allotment credit equal to his/her sick leave entitlement for the school year. A teacher may use his/her credited sick leave at any time during the school year.

14.1.3 The District may require a physician's verification of illness if a teacher has been on sick leave for three (3) or more consecutive days. The Board will bear the cost for required physician verification not paid by the District health insurance.

14.1.4 The District shall provide each teacher with a written statement of:

- (a) accrued sick leave total, and
- (b) sick leave entitlement for the school year.

Such statement shall be provided within the first quarter of each school year.

14.2 Maternity Leave

In accordance with 44965 of the Education Code, the Board shall provide for leave of absence from duty for any teacher of the District who is required to be absent from duties because of her own pregnancy, miscarriage, childbirth. The date on which the leave shall commence shall be determined by the teacher and the teacher's physician. Disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom are, for all job-related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment. All written and unwritten employment policies and practices of the District shall be applied to disability due to pregnancy, miscarriage, childbirth and recovery from on the same terms and conditions applied to other temporary disabilities.

14.3 Child Rearing Leave

The District shall abide by Federal and State family care leave requirements as well as related leaves within this agreement.

Upon request, the Board shall provide a teacher who is the natural parent, or a male or female teacher who is an adopting parent, a paid leave of absence of up to 30 consecutive workdays, to be deducted from accumulated sick leave for the purpose of rearing his/her infant. Such leave must be taken within one (1) year of birth or adoption. Whenever possible, a teacher shall notify the Board that he/she intends to take such leave at least four (4) weeks prior to the anticipated date on which the leave is to commence.

14.4 Extended Illness Leave

After all earned sick leave days at full pay have been used and additional absence due to illness or injury is necessary, the teacher shall receive the difference between his own salary and the amount paid to his substitute for a total of five (5) school months inclusive of the earned sick leave days at full pay.

14.5 Industrial Accident or Illness Leave

Pursuant to the provisions of the Education Code, a teacher shall be provided leave of absence for industrial accident or illness under the following rules and regulations:

14.5.1 The accident or illness must have arisen out of and in the course of employment of the teacher and must be accepted as a bona fide injury or illness arising out of and in the course of employment by the Redwood Empire Schools Insurance Group.

14.5.2 Allowable leave for each industrial accident or illness shall be for the number of days of temporary disability, but not to exceed sixty (60) days in any fiscal year.

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

14.5.4 The leave under these rules and regulations shall commence on the first day of absence.

14.5.5 When a teacher is absent from his duties on account of industrial accident or illness, he shall be paid such portion of the salary due him for any month in which absence occurs, as when added to his temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, will result in a payment to him of not more than his full salary.

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

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

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

14.5.9 The benefits provided by these rules and regulations shall be applicable to all teachers immediately upon becoming a teacher of the District.

14.5.10 Any teacher receiving benefits as a result of these rules and regulations shall, during a period of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the state.

14.5.11 Upon termination of the industrial accident or illness leave, the teacher shall be entitled to the benefits provided for sick leave (Education Code Section 44977, 44978, 44983) and his absence for such purposes shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the teacher continues to receive temporary disability indemnity he may elect to take as much of his accumulated sick leave which when added to his temporary disability indemnity will result in payment to him of not more than his full salary.

14.6 Personal Business Leave

A maximum of nine days leave, deducted from sick leave, shall be granted to a teacher for urgent personal reasons. The teacher shall make every reasonable effort to comply with District procedures designed to secure substitutes and shall notify the immediate supervisor of the expected duration of the absence. The teacher need not supply the District with the reason for the use of personal business leave, unless the Education Code specifies.

14.7 Bereavement Leave

Every teacher shall be entitled to three (3) days of paid leave of absence, or five (5) days if their travel is 300 miles or more one way, on account of the death of any member of their immediate family. This leave shall not be deducted from sick leave.

14.8 Jury Leave

A teacher shall be entitled to paid leave as is necessary for jury duty. If the teacher receives juror's fees such fees shall be remitted to the District.

14.9 Legislative Leave

A teacher who is elected to the State Legislature or Congress shall be entitled to an unpaid leave of absence for the length of his term or terms in office.

14.9.1 The teacher on such leave shall notify the Board of his intended return by March 1 of the year preceding his return.

14.9.2 The teacher on such leave shall be entitled to return to employment at the end of the leave, but shall not be entitled to any of the other benefits accorded in this contract.

14.10 Attendance at Conferences and Meetings

The Superintendent or designee must approve attendance at any meeting requiring absence from work and/or payment of expenses by the District.

14.11 Long-Term Leave

The Board may grant an unpaid leave of absence to a teacher for approved reasons including but not limited to health, study or travel. Such leaves shall be for an entire semester or school year.

- 14.11.1 A teacher shall apply to the Board for such leave no later than eight (8) weeks before its anticipated commitment.
- 14.11.2 A teacher on Study Leave shall be entitled to all benefits accorded and obligated by all duties imposed under paragraph 14.14 of this Article, entitled "Miscellaneous".
- 14.11.3 The Board shall implement this provision in the same manner and under the same restrictions as appear in paragraph 14.14.
- 14.11.4 The long-term leave shall be limited to five percent (5%) of the teachers. Exceptions to this limitation may be granted by the Board.

14.12 Sabbatical Leave

The Board of Trustees of Sebastopol Union School District in conformity with the provisions of Section 44966-44974 of the Education Code, adopts the following regulations pertaining to sabbatical leaves for permanent teachers.

- 14.12.1 Eligibility
- 14.12.2 Sabbatical leaves must be preceded by at least seven consecutive years of teaching and/or administrative service all of which have been served as a regular, full-time teacher in the Sebastopol Union School District. (Seventy-five percent of the teaching days in each year count as a full school year.)
 - 14.12.2.1 No leave of absence, including maternity leave, shall be considered a break in the continuity of service for the required seven consecutive years' service, but time spent on the leave shall not be counted toward fulfillment of the seven-year service requirement.
- 14.13.1 Extent and Duration
 - 14.13.1.1 Sabbatical leaves will be granted for no more than one year.
 - 14.13.1.2 Sabbatical leaves shall be for either one or both semesters of a school year.
 - 14.13.1.3 No more than one teacher shall be granted a sabbatical leave for the same period of time.
- 14.13.2 Compensation While on Sabbatical Leave

- 14.13.2.1 Compensation while on sabbatical leave shall be in accordance with provisions of the District's salary schedule in effect during the period of the leave.
- 14.13.2.2 Compensation during a sabbatical leave shall be 50% of the salary for which the applicant would have been eligible during the period of his leave.
- 14.13.2.3. Compensation shall be paid to the teacher on this leave of absence in the same manner as if the teacher were teaching in the District. A suitable bond must be furnished by the teacher indemnifying the District against loss in the event that the teacher fails to render at least two years service in the District following the return of the teacher from sabbatical leave. The bond shall be exonerated in the event the teacher fails to return and render two years service due to death or physical or mental disability.
- 14.13.2.4 A teacher on sabbatical leave shall be covered by all District provided teacher insurance plans in the same manner as they are provided to other teachers.

14.13.3 Purpose

Sabbatical leaves are intended for teachers who have as their primary purpose the maintenance or improvement of skills required of them in their position.

14.13.4 Application Procedure

- 14.13.4.1 Sabbatical leave applications must be submitted to the applicant's principal by February 1 of the school year proceeding the year for which the leave is requested.
- 14.13.4.2 The application must include a detailed outline of the applicant's proposed study or special project.
- 14.13.4.3 The principal shall review the application and forward it, together with his recommendation, to the Superintendent.
- 14.13.4.4 The Superintendent shall review the application, append his recommendation and present it to the Board of Trustees not later than the regular March meeting.
- 14.13.4.5 If more than one application for sabbatical leave is received, all applications shall be submitted to a committee of two administrators and two teachers for review and recommendation prior to the submission of the applications to the Board of Trustees.

- 14.13.4.6 In making recommendations to the Board, the principal, the superintendent, and the committee shall consider the value to the District of the applicant's project.
- 14.13.4.7 The Board of Trustees shall notify all applicants of its decision by the regular April meeting.
- 14.13.5 The applicant's proposed program should be within the following areas:
 - 14.13.5.1 Sabbatical leaves for study: The applicant must have the proposed plan for study and the extent of the study approved by the Superintendent and the Board.
 - 14.13.5.2 Sabbatical leaves for special projects: The applicant must submit a detailed outline of his/her proposed project. This must meet the approval of the Superintendent and the Board.
 - 14.13.5.3 Sabbatical leaves for fellowships and grants: The applicant must submit an account of the provisions of the grant and a detailed plan of the study to be accomplished. The provisions established by this sabbatical leave policy would in no way be affected by a monetary remuneration of the grant. This must meet the approval of the Superintendent and the Board.
- 14.13.6 Final Report Upon Return

Within thirty (30) days of the teacher's return to duty he shall submit a preliminary report to a committee of two teachers and two administrators. The committee shall review the report and return it to the teacher with any suggestions it may have for inclusion in the final report. Within sixty (60) days a final report shall be filed with the Superintendent who shall have it duplicated and submitted to the Board.
- 14.13.7 Effect Upon Salary and Retirement
 - 14.13.7.1 Sabbatical leave shall constitute service for salary increment purposes.
 - 14.13.7.2 College credit earned during sabbatical leave may be utilized to meet the requirements for change in salary classifications.
 - 14.13.7.3 The teacher will not be covered by the District's workers' compensation insurance.
 - 14.13.7.4 Sick leave will neither accumulate to the teacher nor be charged against him. In case an illness prevents a person on leave from meeting the conditions of his leave, he would have to reach a separate understanding with the Superintendent and Board.

14.13.7.5 Compensation paid during sabbatical leave is subject to retirement deductions and will earn service time in the proportion that the compensation paid bears to the compensation earnable for full-time service.

14.13.8 Nature of Sabbatical Leave Agreement

When a teacher enters into an agreement with the District for the purposes of a sabbatical leave, this shall be considered in the nature of a binding contract.

14.13.9 Miscellaneous Items

In all matters not herein mentioned, the Education Code shall govern sabbatical leave, and all amendments to the Education Code affecting sabbatical leave shall become a part of these rules and regulations.

14.14 Miscellaneous

A teacher on a paid or unpaid leave of absence shall be entitled to return to an assignment within the District.

14.14.1 Paid leave of absence means that a teacher shall be entitled to receive wages and all fringe benefits including, but not limited to, insurance and retirement benefits.

14.14.2 Unpaid leave of absence means that a teacher shall be on leave without pay and shall have the option of paying for benefits which would be of a cost to the District.

14.14.3 The immediate family of a teacher, spouse, or domestic partner, is defined as mother, father, grandmother, grandfather, grandchild, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law or any relative living in the immediate household of the teacher.

14.14.4 Any teacher who seeks an extension of a leave or plans to return the following year shall notify the District by March 1. Leaves for this provision shall include job share, legislative leave, long term leave, sabbatical and study leave.

14.14.5 Each supervisory teacher may be provided with paid released time for attendance at regularly scheduled orientation and evaluation sessions sponsored by a student teacher's college or university.

14.15 Study Leave

The Board may grant a teacher an unpaid leave of absence to pursue educational improvement and advancement. Such leave shall be for a minimum of one semester and a maximum of one year.

- 14.15.1 A teacher shall apply to the Board for such leave not later than February 1 for the fall semester and at least 12 weeks prior to the commencement of the leave for the spring semester.
- 14.15.2 A teacher on Study Leave shall be entitled to return to a position similar to which he held immediately before commencement of the leave if possible.
- 14.15.3 Unpaid leave of absence means that a teacher shall be on leave without pay and shall have the option of paying for benefits accorded full-time teachers. No other benefits which should be of a loss to the District shall be provided.
- 14.15.4 No more than one teacher may be on Study Leave at a time.
- 14.15.5 To qualify for this leave a teacher must have attained permanent status.

14.16 Association Leave

Association representatives may have up to six (6) days of leave to utilize for local, state or national conferences or for conducting other business pertinent to Association affairs. These representatives shall be excused from school duties upon two (2) days advance notification to the Superintendent by the Association President. The Association shall reimburse the District for all substitute costs.

14.17 Family Medical Leave under Federal and State Law. The District shall abide by Federal and State family care leave requirements as well as related leaves within this agreement.

- 14.17.1 Any bargaining unit member who has been employed in the District for 12 months and worked at least 1250 hours prior to their request shall be granted, upon application, unpaid Family Care Leave for the following reasons:
 - 14.17.1.1 The birth of the unit member's child.
 - 14.17.1.2 The placement of a child with the unit member in connection with the unit member's adoption of the child.
 - 14.17.1.3 The serious health condition of the unit member's child.
 - 14.17.1.4 The serious health condition of the employee's parent or spouse, or anyone who over a period of time has held the place of such as a family member. "Serious health condition" means an illness, injury, impairment or physical or mental condition which warrants the participation of a family member to provide care during a period of the treatment or supervision and involves either:
 - 14.17.1.4.1 Patient care in a hospital, hospice, or residential health care facility; or
 - 14.17.1.4.2 Continuing treatment or continuing supervision by a health care provider.

- 14.17.1.5 For purposes of this leave, “child” means a biological, adopted or foster child, a step-child, a legal ward, or a child of a person standing in loco parentis as long as the child is under 18 years of age or an adult dependent child. For purposes of this leave, “parent” means a biological, foster or adoptive parent, a stepparent, or a legal guardian.
- 14.17.2 Family care leave may be taken in one or more periods but shall not exceed a total of twelve (12) weeks in a fiscal year, unless a longer leave is agreed upon by the District and unit member.
- 14.17.3 During the period of Family Care Leave, the unit member may elect to use his/her accrued sick leave. Employees may use other paid or unpaid leaves provided in this Article. (See Government Code 12945.2)
- 14.17.4 The unit member shall continue to be entitled to participate in pension and retirement plans, and supplemental unemployment benefit plans to the same extent and under the same conditions as apply to an unpaid leave taken for any other purpose.
- 14.17.5 The District shall maintain the unit member’s group health benefits to the same extent as if the employee were not on leave.
- 14.17.6 If the unit member’s employment with the District is terminated (e.g. layoff or resignation) or if the employee does not return to work at the end of leave entitlement, the District shall cease providing benefits.
- 14.17.7 If the employee does not return to work at the end of the Family Medical Leave the District shall collect the cost of the health premiums that were paid during the length of the leave unless the unit member’s failure to return is due to a serious health condition (the unit member or unit member’s family) or other circumstances beyond the unit member’s control.
- 14.17.8 The unit member shall retain his/her employee status with the District during the leave period, and the leave shall not constitute a break in service for purposes of longevity, seniority, or any other employee benefit plan. Unit members who are granted such leave shall be employed in the same or comparable position upon return from Family Care Leave.
- 14.17.9 If a unit member’s need for family care leave is foreseeable, he/she shall give the District reasonable advance notice. If the leave is needed for a planned medical treatment or supervision, the employee shall make a reasonable effort to schedule the treatment or supervision to avoid disruption of school or District operations. This scheduling shall be subject to the health care provider’s approval.

- 14.17.10 A unit member's request for leave to care for a family member who has a serious health condition shall be supported by a certification from the health care provider of the person requiring care. This certification shall include:
 - 14.17.10.1 The date on which the serious health condition began.
 - 14.17.10.2 The probable duration of the condition.
 - 14.17.10.3 An estimate of the amount of time the health care provider believes the unit member needs to care for the person requiring care.
 - 14.17.10.4 A statement that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or supervision of the person requiring care.
- 14.17.11 If additional leave is needed beyond the time that is certified by the health care provider, but within the 12 week allocation, the unit member shall provide recertification as specified above.
- 14.17.12 The District may refuse to grant a request for family care leave if this refusal is necessary to prevent undue hardship as defined by the California Fair Employment and Housing Commission to school or district operations. In the event the District refuses to grant Family Care Leave, it shall not do so except for cause and shall provide the applicant with a written statement of the hardship which the District would suffer. Such statement shall be provided within five (5) calendar days of the unit member's application for Family Care Leave.
- 14.17.13 The District shall not refuse to hire and shall not discharge, fine, suspend, expel or discriminate against any employee because he/she exercises the right to Family Care Leave or because he/she gives information or testimony related to his/her or another person's Family Care Leave in an inquiry related to family leave rights.
- 14.17.14 In the event that both parents work for the District in any classifications, the District shall not be required to grant both employees the Family Care Leave for the care of the same child that totals more than the amount specified in 14.17.2 for one unit member, or require parents to take Family Care Leave concurrently for the care of the same child.

14.18 Catastrophic Leave Program

- 14.18.1 Establishment of Leave Bank
 - 14.18.1.1 A catastrophic leave bank will be established which permits unit members to donate sick leave days to another unit member when that unit member or a member of his/her immediate family suffers

from a verifiable catastrophic illness or injury described in Sections 14.18.2.1 and 14.18.2.2 are met.

- 14.18.1.2 Every unit member shall have the opportunity to participate in the annual open enrollment for the Catastrophic Leave Bank. Annual Open Enrollment shall take place yearly from August 1 to October 15.
- 14.18.1.3 Newly hired unit members shall have the opportunity to enroll within two weeks of their hire date. District will make this opportunity available to employees in their new hire packet. New Program Members shall deposit one leave day to be considered active and continuing participants in the program.
- 14.18.1.4 Unit members shall deposit one leave day each year as necessary to maintain a balance of at least sixty (60) leave days in a single year.
- 14.18.1.5 If after the yearly donation by all continuing members, the catastrophic leave bank has exceeded 100 leave days, no donations will be required from continuing members until the bank contains fewer than sixty (60) leave days.
- 14.18.1.6 Unit members who have enrolled in the Catastrophic Leave Bank shall be considered to be continuing active participants in the program until the unit member has provided written notification of withdrawal to the District Office during the annual open enrollment period.

14.18.2 Definitions

- 14.18.2.1 Catastrophic illness or injury means an illness or injury that is expected to incapacitate the unit member for an extended period of time or that incapacitates an immediate member of the unit member's family.
- 14.18.2.2 The catastrophic illness or injury requires the unit member to take time off from work for an extended period of time. Taking extended time off from work will create a financial hardship for the unit member because he/she has exhausted all of his/her accrued sick leave and other paid time off.
- 14.18.2.3 "New Program Member" is a current unit member who has not previously enrolled in the catastrophic leave program, but who wishes to become a participant.

14.18.3 Procedure

14.18.3.1 The unit member who is or whose immediate family member is suffering from a catastrophic illness or injury requests that sick leave be transferred from the leave bank and provides a physician's verification of catastrophic injury or illness, or affirms bereavement and files a Catastrophic Leave Bank Request Form Appendix L

14.18.3.2 Superintendent or designee and SETA Cabinet shall review the application and confirm that the employee is unable to work due to verifiable catastrophic illness or injury or his/her family member's catastrophic illness or injury and that the employee has exhausted all accumulated sick leave.

14.18.3.2.1 The Superintendent or designee and SETA Cabinet shall inform unit members of days dispensed from the leave bank.

14.18.3.2.2 The maximum number of donated catastrophic leave days that may be used by any unit member will not be more than 30 (thirty) days per academic year.

14.18.3.2.3 Any catastrophic leave days that were approved but were not used shall be returned to the leave bank, which will be monitored by the District Office and an Association designee.

14.18.3.2.4 In order to ensure the viability of the program if the total number of leave days in the bank drops below sixty (60) days, the District will notify SETA. Then a request for donations will go out to unit members to rebuild the bank to a minimum level.

14.19 Job Share Leave

14.19.1 Definition

Job Sharing is an arrangement whereby two teachers share the full responsibilities for one full-time position. Job sharing contracts shall be one year in length. At least one of the parties to a job share application must be a permanent teacher. If it is necessary to hire a teacher as one of the job share partners, the partner who is a permanent teacher shall participate in the selection process.

14.19.2 Procedure

Unit members desiring a job share assignment for the following school year shall submit an application (see Appendix K – Job Share Application) to the Superintendent no later than March 1. The Superintendent shall submit the request to the Board with his/her recommendation. The Board shall approve or deny requests and notify the applicants, in writing, of its decision no later than May 1. If a request is denied, the applicants shall be notified, in writing, of the specific reasons for the denial. Unit members wishing to continue the job share for a subsequent school year shall submit their request pursuant to the above.

The job share request will specify the benefits to the District and the students, as well as the benefits to the unit members involved. The written request will indicate the name(s) of the unit members who are proposing to job share, and it will indicate how the unit members plan to implement the job share position. The request must show details of how the unit members intend to coordinate their work, insuring that the educational continuity of the class will be preserved.

A unit member who has been approved for a job share will be granted a leave of absence for the portion of the assignment he/she is not working. Contracts with employees in job share positions shall clearly indicate that teachers shall honor their contract and will not be eligible for other positions in the District which conflict with the job share assignment.

Responsibilities for an assignment of two (2) job sharers may be divided or allocated according to the plan designed by the job sharers, with the concurrence of their immediate supervisor. It is the intent that job sharers fulfill their instructional duties based on the pro-ration of their employment contract. However, it is understood that the coordination of the classroom activities and instruction between the job sharers will likely require more time than if a single teacher was responsible for the class. In addition, each job sharer shall attend at least a prorated share of the faculty meetings, grade level and department meetings (if applicable). Both unit members shall attend regularly scheduled parent conferences, if requested by a student's parent or guardian. Both unit members will attend back-to-school nights and open-house nights.

Each job sharing unit member is responsible for notifying the District when a substitute is needed. The teaching team partner is entitled to first call for substitute service at the substitute rate. The job share partners may "cover for each other" rather than calling for a substitute.

Each job share shall be evaluated twice yearly. If found to have met the requirements, unit members shall be able to request to continue the following year without full reapplication. If the evaluation is less than satisfactory, an improvement plan must be submitted with a reapplication to the Board.

ARTICLE XV – WORKING CONDITIONS

- 15.1 Unit members shall not be required to work in unsafe working conditions or to perform tasks that endanger their health or safety.
- 15.1.1 Unit members shall identify unsafe conditions and notify the appropriate district representative according to the standard procedures of the Injury, Illness and Prevention Program. (See Appendix H, Employee Safety Reporting Form)
- 15.1.2 Upon notification the District shall investigate the identified conditions and in the case of an imminent hazard, the District will take immediate corrective action. In the case of less severe hazards, the District will notify the unit member of the results of the investigation and if necessary schedule corrective action.
- 15.1.3 If the unit member believes that the results of the investigation are not acceptable, the unit member may appeal to the Superintendent.
- 15.1.4 The District shall comply with provisions of the California Occupational Safety and Health Act (CAL OSHA). (See www.dir.ca.gov)
- 15.2 The District shall notify teachers, whenever reasonably possible, a minimum of one week in advance of any construction, technology installation or repairs (excluding teacher- requested repairs or checks), or other activity which impacts the classroom or teaching program. Teachers will not be required to move any furniture in preparation for the previous activities.
- 15.2.1 Classrooms will be cleaned and furniture restored, reasonably, to the original position a week prior to the date teachers are expected to be at school. [L]
[SEP]
- 15.2.2 Upon checking out for summer break, teachers shall indicate on the classroom checkout form whether they need their rooms ready one week prior to the date teachers are expected back at school.
- 15.3 All permanent classrooms will be provided with a telephone to summon emergency assistance. These telephones will be maintained and kept in proper working condition.
- 15.4 Upon request by a unit member and with proper submission of reimbursement claim and receipt, the District shall provide reimbursement for co-payment or deductibles for Hepatitis B vaccine injections. If the unit member does not have medical insurance, the District shall reimburse the unit member the cost of the vaccine injection at the level of fee of the Public Health Department.
- 15.5 The District will provide, or cover the out-of-pocket cost of, TB testing at least once each school year.
- 15.6 When the District Superintendent or designee approves a field trip in which a unit member is attending, it is understood that the District does provide workers

compensation insurance for injuries and liability insurance for unit members' actions during the course and scope of the unit member's employment. It is also understood that the unit member's personal insurance is primary in the event of loss and/or damage to belongings or real property.

- 15.7 In the event of an emergency school closure, the District will compensate unit members their daily rate of pay if the closure occurs within the workday. If the decision to close a school occurs prior to the school day, unit members will be subject to service during that day or on a make-up day.
- 15.8 The District will take every reasonable action to prevent harassment of unit members by parents, students, volunteers, or other District employees. Harassment for this provision shall be defined as unwelcome verbal, written, or physical contact.
- 15.9 Administration and staff will share joint responsibility for implementation of site discipline plans. Site level discipline plans will be reviewed by staff and principals annually, prior to the start of the student year, during paid staff time.
- 15.10 The District will notify the Association at least once annually of credential renewal expiration dates.

ARTICLE XVI - RETIREMENT

- 16.0 The District, at its discretion, may offer to bargaining unit members participation in the Reduced Service Employment Plan (Willie Brown Act) as contained in Education Code Sections 22724 and 44922.
- 16.1 The District, at its discretion may offer eligible unit members an early retirement incentive subject to the following conditions:
- 16.1.1 The unit member shall be currently employed by the District in a full time position, reduced workload or part time position with employment rights to a full time position, or on medical leave, and;
- Have been employed in the District for 10 years and be at least 55 years of age
or
Have been employed in the District for 25 years and be at least 50 years of age.
- 16.1.2 The District shall deduct from the above payments all required federal and state tax withholdings and other required payroll taxes.
- 16.1.3 Unit members shall have until December 1 prior to payment to notify the District of their desire to change the amount of federal and state taxes withheld. Any changes must be provided to the District on the federal tax form W-4 and the state tax form DE-4.

ARTICLE XVII – DISCRETIONARY FUNDS

- 17.1 Each full-time unit member shall have \$250 to purchase classroom instructional supplies. New full-time unit members shall have \$500 during their first year. These amounts will be prorated for less than full-time employees. Proration shall be the unit member's FTE applied to either the \$250 or the \$500.
- 17.2 Unit members shall follow District procedures for purchase of supplies.
- 17.3 Unit members shall notify their site administration of their need for textbooks, reference books, supplies, materials, equipment, etc. to carry out their programs as related to District curriculum and State frameworks. The District will make every reasonable effort to meet the textbook, supply, material and equipment needs of the instructional program.

ARTICLE XVIII – CHARTER SCHOOL

- 18.1 The District agrees to meet and negotiate on Association proposals related to Sebastopol Union School District employees who take a leave of absence to teach in the charter school and subsequently return to the Sebastopol Union School District upon termination of the leave.

ARTICLE XIX – SAVINGS PROVISIONS

- 19.1 If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, or appropriate 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.

**ARTICLE XX – REDUCED SERVICE EMPLOYMENT LEADING TO RETIREMENT
(Willie Brown Act)**

- 20.1 The District, at its discretion, may offer to bargaining unit members participation in the Reduced Service Employment Plan (Willie Brown Act) as contained in Education Code Sections 22724 and 44922.

ARTICLE XXI - CONSULTATION

- 21.1 SETA will be consulted on the definition of educational objectives, determination of the content of courses and curriculum, master schedule and the selection of textbooks, to the extent such matters are within the discretion of the public employer under the law.
- 21.2 When making up classes, the District will utilize the steps outlined in Board Policy #5122. Should the District need to make changes to class lists, the teachers affected will be notified prior to the move, if possible.
- 21.3 Except in the case of emergency, teachers will receive no less than 24 hours' notice of classroom repairs or improvements.
- 21.4 During the term of the agreement, SETA may request to consult with the District on issues related to work load that have arisen due to budget reductions.

Article XXII

Signature Page

By affixing their signatures on this Agreement, both signatories warrant that they have the express authority of their respective bodies to approve and execute this Agreement.

Dated: _____

SEBASTOPOL UNION SCHOOL DISTRICT

Linda Irving, Superintendent

Ratified Date: _____

Dated: _____

SEBASTOPOL ELEMENTARY TEACHERS' ASSOCIATION (SETA)

Julie Aiello, SETA

Carole Simkins, SETA

Sara Gramm, SETA

Ratified Date: _____

APPENDIX A- SALARY SCHEDULE

APPENDIX A

SEBASTOPOL UNION SCHOOL DISTRICT

CERTIFICATED SALARY SCHEDULE

EFFECTIVE JULY 1, 2016

186 DAYS

STEP	COLUMN I AB	COLUMN II AB + 15	COLUMN III AB + 30	COLUMN IV AB + 45	COLUMN V AB + 60	COLUMN VI AB + 75
1	39,405	41,245	43,085	44,924	46,766	48,607
2	41,245	43,085	44,924	46,766	48,607	50,445
3	43,085	44,924	46,766	48,607	50,445	52,286
4	44,924	46,766	48,607	50,445	52,286	54,128
5	46,766	48,607	50,445	52,286	54,128	55,966
6	48,607	50,445	52,286	54,128	55,966	57,807
7	50,445	52,286	54,128	55,966	57,807	59,647
8	52,286	54,128	55,966	57,807	59,647	61,486
9	54,128	55,966	57,807	59,647	61,486	63,328
10	55,966	57,807	59,647	61,486	63,328	65,168
11		59,647	61,486	63,328	65,168	67,008
12			63,328	65,168	67,008	68,849
13					68,849	70,690
15					70,690	72,531
18					72,531	74,369
21					74,369	76,210
24					76,210	78,052

\$750 above schedule placement will be paid for possession of M.A. degree.

\$750 above schedule placement will be paid for possession of an earned doctorate.

Board Adopted: 3/14/16

Appendix B - Stipends

Adopted 16-17

Stipend	Amount Not to Exceed Cap	Total Hours/cost	Expectation
	Extension with prior approval		
Athletic Coach	\$500 per Sport	IF all filled by teachers: 3 teams boys flag football, girls volleyball, basketball 6 Cross country 1 Girls flag football TOTAL 15 teams possible	Includes attendance league tournaments
Athletic Director	\$3200	\$3200	Includes District calendaring of events and coordination of tournaments
Overnight Field Trip Staff	\$100 per night	Dependent on approved trips	Per board approval, supervise overnight field trip
Teacher in Charge	\$50 per day	As needed	Assist with student discipline and parent/community contact

Hourly Rate Programs -\$40 per hour

Appendix B

Intramural		During lunch recess as needed	Develop bracket and conduct sports during lunchtime 2 days per week
After School/Intervention/Remediation/Enrichment	As approved	Determined by need	Proposal developed and approved by superintendent
Detention	\$40 per hour for 1 hour 5 days per week	Detention is one hour per day at lunch time, 5 days per week all year long	Includes the actual detention period (full lunch period) plus time to administer paperwork required. The detention teacher oversees all students, those present for behavioral reasons, as well as those there for academic reasons (the latter does not go on their record). Other than supervision and management of the period and students, the teacher also assists students, as all present are required to bring something constructive to do.
Music	2 per year: Winter/Spring or as requested/approved	Per hour after 3 hours	In excess of 3 after-hour performances (Contracted for 3 performances, so at the 4 th performance gets hourly)
Special projects		as per administrative assignment	Workshops/Conferences/Trainings/Press Releases (attended outside the teaching day and w/ approval of administrator)

Special Program Rate

Appendix B

Yearbook per site	\$500	\$1000 total	Produce a school yearbook
Site Council for the Year	\$300	Monthly meetings	Attend monthly meetings for 9 months. Prorated for less attendance
Student Council/Leadership	\$500	Meet monthly at minimum \$1000 total.	Coordinate school wide activities on behalf of the Student Council. Includes chaperoning at dances
Per Drama event	\$500	Up to 3 productions per year per admin approval	
Interact	\$300	Meets every other week during lunch, more as needed for projects	Coordinate meetings and supervise projects
Dance Chaperone	\$75	Per dance, up to 3 teachers	Show up 30 before and help clean up for at least 30 minutes after. Assist with student supervision during activity

APPENDIX C - GRIEVANCE REPORT FORM

Grievance # _____ Sebastopol Union School District

Distribution of Form:

- 1. Superintendent
- 2. Principal (2 copies)
- 3. Association
- 4. Teacher

Name: _____ Site: _____

Assignment: _____ Date Filed: _____

STEP I

A. Date Cause of Grievance Occurred:

B. 1. Statement of Grievance:

2. Relief Sought:

Signature/Date: _____ / _____

C. Disposition by Principal:

Signature/Date: _____ / _____

D. Position of Grievant and/or Association:

Signature/Date: _____ / _____

(If additional space is needed, attach an additional sheet.)

STEP II

A. Date received by Superintendent or Designee:

B. Disposition of Superintendent or Designee:

C. Position of Grievant and/or Association:

Signature/Date: _____/_____

STEP III

A. Date received by Board:

B. Disposition of Board:

Signature/Date: _____/_____

C. Position of Grievant and/or Association

Signature/Date: _____/_____

STEP IV

A. Date Submitted to Arbitration:

B. Disposition and Award of Arbitrator:

Signature/Date: _____/_____

APPENDIX D – NOTICE OF CONCERN

Name _____ School _____

Evaluation Report of Category _____

Specific Concern (Appendix E):

Recommendation:

Evaluator Signature _____ Date _____

Evaluatee Reponse:

Evaluatee Signature _____ Date _____

Distribution: White - Personnel File Canary - Employee Pink – Evaluator

APPENDIX E – EVALUATION REPORT FOR CERTIFICATED TEACHERS

Name _____ School _____

Grade _____

Date of Conferences _____ Date of Observations _____

Exceeds Requirements	Meets Requirements	Needs Improvement	Unsatisfactory	INSTRUCTIONAL TECHNIQUES/CURRICULAR OBJECTIVES
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1. Uses appropriate lesson objective for students.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2. Identifies year-long/semester-long objectives for students.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3. Teaches to an objective by focusing the lesson on the desired student learning.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4. Determine appropriate learning experiences for students based on ongoing assessment.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5. Plans and implements activities that provide motivation and stimulate student interest.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6. Provides opportunities for students to practice what is learned.

Comments:

Exceeds Requirements	Meets Requirements	Needs Improvement	Unsatisfactory	STUDENT PROGRESS/PARENT RELATIONS
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1. Checks student performance, monitoring and correcting as needed.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2. Demonstrates a commitment to the educability of all children.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3. Maintains accurate records of student evaluation and progress.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4. Demonstrates skill in assessing student progress.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5. Assists students in achieving standards of expected progress through positive reinforcement.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6. Demonstrates a sensitivity to student needs.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	7. Communicates progress regularly to students and parents.

Comments:

Exceeds Requirements	Meets Requirements	Needs Improvement	Unsatisfactory	CONTROL OF EDUCATIONAL ENVIRONMENT
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1. Develops a positive classroom atmosphere by promoting positive self-concept in students.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2. Maintains an environment conducive to on-task behavior.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3. Establishes and enforces a classroom management plan.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4. Maintains punctuality in class and duty assignments.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5. Is consistently prepared.

Comments:

Exceeds Requirements	Meets Requirements	Needs Improvement	Unsatisfactory	PROFESSIONAL CHARACTERISTICS
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1. Cooperates with and assists colleagues and provides leadership where appropriate.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2. Accepts appropriate share of additional staff responsibilities.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3. Adheres to policies and regulations in a professional manner.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4. Offers support to colleagues and contributes to good morale.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5. Engages in appropriate activities on ongoing professional growth.

Comments:

OVERALL EVALUATION

Satisfactory

Unsatisfactory

ACKNOWLEDGEMENTS

RECOMMENDATIONS

The District shall provide assistance and supportive action in implementing such recommendations and, if appropriate, adequate release time for the teacher to meet such recommendations.

EVALUATEE COMMENTS

EVALUATION STATEMENT

I acknowledge that I have seen this evaluation; I understand that my signature does not necessarily mean that I agree with the evaluation and that I am not limited to the space above in submitting a statement in writing to accompany this form.

Evaluatee _____ Date _____

Evaluator _____ Date _____

Distribution: White - Personnel File Canary - Employee Pink - Evaluator

APPENDIX F – ANNUAL EVALUATION PLAN

**SEBASTOPOL UNION SCHOOL DISTRICT
EVALUATION PLAN**

Teacher_____ School_____ Inst. Assignment_____ Date of Submission_____

The goals that are submitted on the Evaluation plan should reflect the following: pupil achievement; instructional techniques and strategies; curriculum and/or learning environment.

ANNUAL GOALS	STRATEGIES TO ACHIEVE GOALS	METHOD(S) OF MEASUREMENT

Teacher Signature_____

Date_____

Evaluator Signature_____

Date_____

Distribution: White - Personnel File

Canary - Employee

Pink – Evaluator

APPENDIX G - OBSERVATION SUMMARY FOR CERTIFICATED TEACHERS

Name _____ School _____ Assignment _____
Date _____ Time _____ Observer _____

A. Instructional Techniques/Curricular Objectives:

B. Student Progress:

C. Control of Educational Environment:

Comments from observed teacher:

Observed _____ Date _____
Observer _____ Date _____

APPENDIX H - EMPLOYEE SAFETY REPORTING FORM

**SEBASTOPOL UNION SCHOOL DISTRICT
EMPLOYEE SAFETY REPORTING FORM**

This form is for use by employees who wish to provide a safety suggestion or report an unsafe workplace condition or practice. Upon completion, the form should be submitted to the site principal or superintendent. The employer will investigate any hazard report or safety question from employees as required by the Injury and Illness Prevention Program Standard (GISO § 3203). The employer's response will be communicated to the employee(s) involved. Employees are advised that use of this form or other reports of unsafe conditions or practices are protected by law. It would be illegal for the employer to take action against an employee in reprisal for exercising rights to participate in communications involving safety.

Description of Unsafe Condition or Practice:

Causes or other Contributing Factors:

Employee's Suggestion for Improving Safety:

Has this matter been reported to the area supervisor?

Yes No

Employee Name (optional): _____

School Site: _____ Date: _____

APPENDIX I – DOMESTIC PARTNER AFFIDAVIT

**SEBASTOPOL UNION SCHOOL DISTRICT
DOMESTIC PARTNER AFFIDAVIT**

In order for a domestic partner to receive any benefit provided for in the Agreement between the Sebastopol School Teachers Association the Sebastopol Union School District, the employee and his or her domestic partner shall complete, have notarized, and file with the District this Domestic Partner Affidavit. The Affidavit should be filed with the District Personnel Office. The employee should maintain a copy for his or her records.

This form could have legal implications under California law beyond receiving employee benefits. For example, the law permits unmarried cohabitating partners to privately contract regarding the financial obligations of their relationship. This form could be used as evidence of an agreement. You should consult an attorney if you have questions regarding the potential legal effects of signing this form.

PART 1 – To be completed by the Employee and Domestic Partner

This is to certify that I, _____, and my domestic partner,
(print employee’s name)

_____, reside together at _____
(print domestic partner’s name) (print complete address)

_____ and share the common necessities of life.

We both certify that:

1. We agree to be jointly responsible for each other’s basic living expenses during the domestic partnership.
2. We are not married to anyone nor a member of another domestic partnership.
3. We are not related by blood in a way that would prevent us from being married to each other in this state.
4. We are both at least 18 years of age and are mentally competent to consent to contract.
5. It has been at least twelve (12) months since either of us has filed a Certification of Termination of a previous domestic partnership with the Sebastopol Union School District.
6. We agree to notify the Sebastopol Union School District if there is a change in the circumstances attested to in this Affidavit or if the domestic partnership is terminated.
7. We affirm under penalty of perjury that the assertions in this Affidavit are true to the best of our knowledge.

Signature of Employee

Signature of Domestic Partner

Dated: _____

Dated: _____

PART 2 – To be completed by the Employee

This is to certify the following:

1. I have read the section in the Sebastopol Teachers Association/Sebastopol Union School District collective bargaining agreement on domestic partnership and agree to all the terms.
2. I agree that I am required to reimburse the District for any expenditures made by the District for administrative charges and other charges on behalf of the domestic partner if any of the submitted documentation is found to be incomplete, inaccurate or fraudulent.

Signature of Employee

Dated

FOR DISTRICT USE ONLY:

Date Received _____ Personnel Administrator's Signature _____

APPENDIX J - CERTIFICATION OF TERMINATION OF DOMESTIC PARTNERSHIP

**SEBASTOPOL UNION SCHOOL DISTRICT
CERTIFICATION OF TERMINATION OF DOMESTIC PARTNERSHIP**

I, _____, affirm under penalty that
(print employee's name)

my Domestic Partnership with _____ has been terminated and a
(print domestic partner's name)

statement of termination has been mailed to the aforementioned partner.

I understand that I may not file another Affidavit of Domestic Partnership until the Certification of Termination of this Domestic Partnership has been on file with the Sebastopol Union School District for twelve (12) months.

Signature of Employee

Date

NOTE: If your domestic partner or dependents of your domestic partner were enrolled for medical coverage, you must complete medical change of status forms to delete ineligible dependent. Contact the Personnel Office for the necessary forms.

FOR DISTRICT USE ONLY:

Date Received _____

Personnel Administrator's Signature

APPENDIX K – JOB SHARE APPLICATION

SEBASTOPOL UNION SCHOOL DISTRICT

JOB SHARE APPLICATION
(Must be submitted prior to March 1)

Teaching position to be shared: _____ School: _____

Teachers requesting job share: A: _____ %

B: _____ %

Starting Date: _____ Ending Date: _____

Describe how the job share will benefit students (attach separate sheet if needed):

General division of workdays (specific work year calendar required upon approval):

Teacher A: _____

Teacher B: _____

Describe when/how communication between job sharing teachers will take place:

Indicate Responsibility	Teacher A	Teacher B	Shared Equally
• Opening Day			
• Room Set-Up			
• Back-To-School Night			
• Open House			
• Report Cards			
Language Arts			
Mathematics			
Science			
Social Science			
English Language Development			
Physical Education			
Comments			
• Parent Conferences			
• Staff Meetings			
• Grade Level Collaboration			
• Site Staff Development Activities			
• SST's			
• IEP's			
• SARB Referrals			
• At-Risk of Retention Conferences			
• Adjunct Duties, e.g. SSC, PTA, etc.			
• Disciplinary Conferences w/Parents			
• Student Teacher (if assigned)			
• Field Trips			

Describe why the job share is being proposed (attach separate sheet if needed):

Teacher A

Date

Teacher B

Date

Status of Request: Approved Denied Date: _____

APPENDIX L – CATASTROPHIC LEAVE REQUEST FORM

SETA Catastrophic Leave Request Form
Please use this form to request use of the Catastrophic Leave Bank

Date: _____

Employee Name: _____

Position: _____ Site (circle): PS BH

Date of Last Sick Day Used: _____

Initial Days Requested: _____ Start Date: _____

Reason for Request: _____

Contract clauses to reference for Catastrophic Leave by SETA members:

- 14.18.1.6 Unit members who have enrolled in the Catastrophic Leave Bank shall be considered to be continuing active participants in the program until the unit member has provided written notification of withdrawal to the District Office during the annual open enrollment period.
- 14.18.2.1 Catastrophic illness or injury means an illness or injury that is expected to incapacitate the unit member for an extended period of time or that incapacitates an immediate member of the unit member’s family.
- 14.18.3.1 The unit member who is or whose immediate family member is suffering from a catastrophic illness or injury requests that sick leave be transferred from the leave bank and provides a physician’s verification of catastrophic injury or illness, or affirms bereavement and files a Catastrophic Leave Form in the Appendix.
- 14.18.3.2 Superintendent or designee and SETA Cabinet shall review the application and confirm that the employee is unable to work due to verifiable catastrophic illness or injury or his/her family member’s catastrophic illness or injury and that the employee has exhausted all accumulated sick leave.
 - 14.18.3.2.2 The maximum number of donated catastrophic leave days that may be used by any unit member will not be more than 30 (thirty) days per academic year.

Please submit a copy of request to the Superintendent and the SETA cabinet for approval.

Appendix M

Application for Mentor as Part of SUSD Evaluation
(Refer to SETA Contract Section 10.0)

Date: _____

Mentor Applicant: _____ **Grade:** _____ **Site:**

Mentor will be responsible for the following:

- Work together to create the Improvement Plan along with the Admin/Evaluator, Evaluatee and Mentor
- Monthly observations: Mentor to Evaluatee and/or Evaluatee to Mentor
- Touch base monthly with Administration, Mentor and Evaluatee

Mentor shall receive a stipend of up to \$500 (\$40 x 12.5 hours). Additional hours may be available at the rate of \$40 per hour at the request of Mentor and with prior approval of administration.

Applicant Signature: _____

+++++

Not Approved _____ **Approved** _____ **Start Date:** _____

Administrator Signature _____ **Date:** _____