

AGREEMENT BETWEEN
THE
SAN CARLOS SCHOOL DISTRICT
AND
SAN CARLOS TEACHERS ASSOCIATION

Effective

July 1, 2015 – June 30, 2018

Updated with 2015-16 Negotiated Agreements

TABLE OF CONTENTS

ARTICLE 1	Agreement
ARTICLE 2	Recognition
ARTICLE 3	Association Rights.....
ARTICLE 4	Negotiations Procedures
ARTICLE 5	Procedure for Consultation
ARTICLE 6	Professional Dues or Fees
ARTICLE 7	Work Year/Workday
ARTICLE 8	Leaves
ARTICLE 9	Assignment & Transfer.....
ARTICLE 10	Personal and Academic Freedom
ARTICLE 11	Safety Conditions of Employment
ARTICLE 12	Class Size
ARTICLE 13	Evaluation Procedures.....
ARTICLE 14	Salary.....
ARTICLE 15	Health and Welfare Benefits
ARTICLE 16	Retirement
ARTICLE 17	Grievance Procedures
ARTICLE 18	Job Sharing.....
ARTICLE 19	Savings.....
ARTICLE 20	Laid Off Employees
ARTICLE 21	Contract Variance
ARTICLE 22	Completion of Meet and Negotiate
Appendix A	Certificated Stipend Schedule.....
Appendix B	MOU – Certificated Evaluation System.....

ARTICLE 1

AGREEMENT

- 1.0 The articles and provisions contained herein constitute a bilateral and binding Agreement by and between the Governing Board of the San Carlos School District (hereinafter referred to as “Board” or “District”) and the San Carlos Teachers Association, CTA/NEA (hereinafter referred to as “SCTA or “Association”).
- 1.1 This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code, which promotes improvement of personnel management and employer-employee relationships within the public school system.
- 1.2 The Board shall not reduce or eliminate any benefits or professional advantages that are within the scope of negotiations and are contained in Board policies, rules, or past practices, unless otherwise provided by the express terms of this Agreement.
- 1.3 This Agreement shall remain in full force and effect from July 1, 2015, up to and including June 30, 2018, or until the ratification of a new Agreement. Reopeners shall occur in the 2015-2016 school year over terms and conditions for the 2016-2017 school year in the areas of Class Size for grades 4-5, Work Year and Evaluations.
- 1.3.1 This Agreement may be reopened as mutually agreed.
- 1.3.2 The District and Association shall complete the public notice (“sunshine”) process for initial proposals in order to commence negotiations over a successor 2018-2019 Agreement on or about October 1, 2017.
- .

ARTICLE 2
RECOGNITION

2.0 The Board of Trustees recognizes the Association as the exclusive representative of all certificated employees of the District for the purpose of meeting and negotiating, except for: substitute teachers, temporary teachers employed for less than one complete school year as defined by Education Code section 44908, summer school teachers, home teachers, associates, psychologists, speech-language pathologists, management, supervisory employees and certificated employees not working in a credentialed position.

ARTICLE 3
ASSOCIATION RIGHTS

- 3.0 The Association and its members shall have the right to make use of school equipment, buildings and facilities before or after work hours or during the employee's lunch hour. Such equipment shall include computers, duplicating equipment, and all types of audiovisual equipment when such equipment is not otherwise in use. Any costs arising from misuse of such equipment shall be charged to the Association and payable to the District within 30 days.
- 3.1 The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards, at least one of which shall be provided in each school building in areas frequented by unit members. The Association may use the District mail service and unit members mailboxes for communication to unit members. The use of these communication services by the Association will be subject to reasonable regulation by school administration pursuant to BP/AR 4219.25. Copies of General Meeting announcements, agenda, and approved minutes will be forwarded to the Superintendent at the same time of general distribution to membership.
- 3.2 Authorized representatives of the Association shall be permitted to transact official Association business on school property. (Such access shall not include time when employees are assigned to classes and/or supervision of pupils.)
- 3.3 The Association may request the placement of a matter on the agenda of a regular Board of Trustees' meeting provided the organization files a written request with the Superintendent.
- 3.4 Each year, the names, addresses, and telephone numbers of all District unit members who have given their consent, shall be made available to all employees electronically.
- 3.5 The Association President or designee shall be granted release time, not to exceed 15 days per year, with no individual using more than eight days per year. These released days are for the purpose of conducting business pertinent

to Association affairs and shall be granted without loss of compensation to the individual. The Association shall bear the cost of the substitute.

- 3.6 Permission is authorized to use school facilities when not in use for educational purposes, without charge, for routine Association meetings. These meetings shall conform to the Civic Center Act provisions and the District reserves the right to require application for a Civic Center permit in accordance with District rules and regulations.
- 3.7 The District will provide the Association, upon request, with copies of public financial reports submitted to the Board. In addition, upon request, the District will provide the Association with existing public materials or reports which are necessary for the Association to perform its role as exclusive representative.
- 3.8 The Association will schedule its regular meetings on Mondays. A Unit member will not be required to attend a District or school meeting after the normal workday on Monday if it conflicts with a scheduled Association activity, and the Unit member attends that activity.
- 3.9 Dependents of unit members may be eligible to attend a District school subject to the requirements and criteria set forth in the Board Enrollment Preference Policy. (See BP/AR 5118.)

ARTICLE 4
NEGOTIATIONS PROCEDURES

- 4.0 No later than November 1 of the calendar year in which this agreement expires, or November 1 of the school year preceding a reopener year, either party may submit its initial proposals to amend or modify this agreement, and upon completion of the public notice provision of the Educational Employment Relations Act, the parties will meet and negotiate in good faith on Negotiable items.
- 4.1 Ground rules should be established prior to the onset of negotiations.
- 4.2 Either party may utilize the services of outside consultants to assist in the negotiations.
- 4.3 The District and the Association may discharge their respective duties by means of authorized officers, individuals, or representatives of committees.
- 4.4 Negotiations shall take place at mutually agreeable times and places.
- 4.5 The Association may designate up to five representatives who shall each receive a sufficient number of release time hours without loss of compensation to attend negotiations and impasse proceedings.
- 4.6 Effort will be made to avoid release time which will result in using a substitute teacher for the unit member.
- 4.7 Issues that arise throughout the school year may be opened by mutual agreement.
- 4.8 Recommendations by Superintendent or Board committees on negotiable items will be brought to the negotiation table by the Superintendent unless otherwise agreed to by the SCTA Board.
- 4.9 The parties shall negotiate up to three future years work calendar for the duration of the agreement, as a separate negotiation item. The calendar may be reopened in the event of legal changes affecting the calendar proposal (e.g. change of holiday). Calendar discussions shall commence no later than February 1 and finalized no later than February 28.

ARTICLE 5
PROCEDURE FOR CONSULTATION

- 5.0 Section 3543.2 of the Government Code defines the scope of representation for meetings and negotiating and, further, states the public school employer may consult with any employee or employee organization on matters outside the scope of representation.
- 5.1 The District will utilize the consultation procedure specified below whenever a policy change is under consideration which would affect Series 4000 of Board Policy and other policies/regulations relating to working conditions of certificated employees referred to in Article 2, Recognition.
- 5.2 Consultation Procedure
- 5.2.1 At least four weeks prior to enactment of a policy change or adoption subject to this procedure, the Superintendent shall notify the Association of the proposed change or adoption and the reasons therefore.
- 5.2.2 Within two weeks of the mailing or delivery of the notification, whichever is sooner, the Association must notify the Superintendent in writing of its desire to be consulted or the right to be consulted shall be deemed waived. Written notification to the Superintendent will be made within 10 working days.
- 5.2.3 If the Association notifies the Superintendent in writing of its desire to be consulted, subject to this procedure, the Superintendent will meet with representatives of the Association to obtain its views and discuss the policy proposal.
- 5.2.4 If the Association disagrees with the proposed policy, the Association shall forward to the Board of Trustees any formal written position of the Association.
- 5.2.5 If the District does not follow the recommendations of the committee, the reasons will be submitted to the Association in writing.

ARTICLE 6

PROFESSIONAL DUES OR FEES

- 6.1 Any teacher who is a member of the Association or who has applied for membership shall pay the full amount of membership dues no later than October 15 or will sign and deliver to the District an assignment authorizing deduction of membership dues in the Association. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 10 of any year. Pursuant to such authorization, the District shall deduct one-tenth of such dues from the regular salary warrant of the teacher each month for 10 months. Deductions for teachers who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year. Membership fees shall be prorated for part-time teachers.
- 6.2 Any teacher who is not a member of the Association or who does not make application for membership within 30 days from the day of commencement of teaching duties will pay a total annual service fee in recognition of the Association's responsibilities which is equal to the amount of membership dues less the amount set forth below. The teacher shall authorize payroll deductions for such fee in the same manner as provided above. The Association will not collect funds under this section to be used for political purposes or other purposes prohibited pursuant to decisions of PERB and the courts. The Association shall notify faculty of the percentage and amount of the dues utilized for political and other activities not directly related to representation of faculty members, and shall not collect such fees in advance. The Association will notify faculty that they may challenge the above determination and receive a ruling as to whether the allocation meets the requirements of law; the notice shall also indicate that the employee may appeal, without cost to the employee, and a determination will be made by the Public Employment Relations Board in the case of any dispute. Association shall also comply with any specific regulations promulgated by PERB and the

requirements set forth in court decisions with regard to this process. The Association agrees to indemnify the District and hold it harmless from any liability arising from any claim, demand, suit or other action arising from compliance with this provision.

- 6.3 With respect to all sums deducted by the District pursuant to authorization of the employee, the District agrees to promptly remit such monies to the Association accompanied by a list of unit members for whom such deductions have been made.
- 6.4 The Association agrees to furnish any information needed by the District to fulfill the provisions of this article.
- 6.5 Upon appropriate written authorization from the teacher, the District shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs approved by the District.

ARTICLE 7

WORK YEAR/WORKDAY

WORK YEAR

7.0 The length of the unit member work year shall be no more than 186 days which includes the following:

- 180 student instructional days including minimum day Wednesdays and 9 additional minimum days as set forth in the certificated work year calendar to include:

- Parent Conferences (4 days)
- Last Day of Instruction
- First Day of Instruction
- Open House*
- Back to School Night*
- Day before Winter Break

*Dates for Back to School Night and Open House shall be determined by each site principal in consultation with staff.

- 2 professional development days
- 3 teacher work days prior to the first day of student attendance (subject to established practices such as faculty meetings). Two days shall be exclusively reserved for teacher work time. In the event that student-related meetings are required, including, but not limited to, pre-IEP/IEP/team meetings and 504 meetings, it will be at the teacher's discretion
- 1 teacher work day following the last student day
- At the discretion of the District the work year for newly employed unit member may include up to 1 orientation day in addition to the above

7.1 The certificated work year calendar shall be negotiated by the District and the Association.

WORK DAY

Definition:

- 7.2 A normal workday is primarily defined by the time students are in school and the time established by the school for student arrival and departure. The principal has the right to assign short (generally 10-15 minutes) supervisory duties associated with student arrival and departure times and during recesses. For purposes of calculating retirement and tracking leaves, a full day of service is defined as 7-1/2 hours, including a 30-minute duty free lunch.

Professional Responsibilities

- 7.3 Professional Responsibilities shall include student instruction and instructional preparation (both on and off campus) and student supervision. Additional duties include district and school in-service training, faculty/grade level/department/teacher collaboration meetings, parent conferences, Open House, Back to School Night, eighth grade graduation, parent orientations, and meetings required by state or federal law (e.g., IEP, 504 and SST).
- 7.4 The District and SCTA value committees and agree it is important to provide such committees, but membership on these committees is voluntary. "Voluntary" means the decision to participate on any committee is entirely at the initiative and discretion of the teacher.

Professional Development, Collaboration Prep & Planning

- 7.5 For the 2015-16 school year unit members shall have non-instructional time during the regular workday to support preparation and professional collaboration time as follows:
- * TK – 4 shall have 90 minutes every week within the school instructional day.
 - * 5-8 Prep minutes will be daily, and equivalent to the minutes of a class period, within the school instructional day, for a weekly total of 260 minutes.

In addition to the above, unit members who teach fourth grade shall receive one release day per trimester for preparation and professional collaboration time. Teachers with a daily co-teaching assignment will be given a release day per trimester, at a minimum, for collaboration/preparation time with the prior approval of the site administrator. Partial co-teaching assignments will be adjusted accordingly.

7.6 A school may wish to pilot a modified schedule that would require different configurations of preparation and collaboration time. This will be permissible providing the following:

- 2/3 vote of a site's unit members
- Prep time at Tierra Linda and Central Middle Schools will be equivalent to 260 minutes per week
- Prep time at elementary schools will be equivalent to 90 minutes per week

7.7 Minimum Day Wednesdays: The purpose of minimum days is to support professional development and preparation and planning time for teachers so that they may implement effective instructional practices. Subject to section 7.3.3.1 below, such activities shall be at the discretion of the unit member and may include individual workshops, professional learning communities (PLC), grade level and cross grade level collaboration, departmental meetings, and teacher planning and preparation time.

7.7.1 There shall be 8 minimum day Wednesdays each school year that shall be prescribed by the District or site administrator. These 8 days will be calendared by October 1 through collaboration between staff and principal and occur no more than once a month, unless otherwise mutually agreed upon. Professional development meetings shall last no longer than 90 minutes.

Meetings

7.8 When scheduling meetings, every effort will be made to provide unit members at least 3 days prior notice. No meetings, with the exception of Tuesday staff meetings, District Special Education meetings, Open House and Back to School night), shall be called by the Administration any earlier than 30 minutes before student arrival time and shall not surpass 90 minutes after student departure, unless otherwise agreed to by unit members.

7.8.1 Any meeting, including, SST's, 504's, IEPs, or other meetings with parents, that are held after hours, will be scheduled to begin within 15 minutes after the last student dismissal time and will not require more than 30 minutes of the unit member's time. If a meeting exceeds 30 minutes, the unit member will be compensated at the hourly rate as stipulated on the certificated stipend schedule.

7.8.2 It is recognized that there are times when an urgent and time-sensitive matter may arise that would make it unfeasible to provide the 3-days prior notification via direct communication from the site administrator to the affected teacher(s) either verbally or in writing. In such cases, the administrator may require participation of the unit member.

Agreements for Protected Meetings:

7.9 It is understood that SCTA holds its bi-weekly meetings Mondays after school and the District holds its Board Meetings on Thursdays twice a month. Both parties agree to not schedule other meetings during those times. By the first day of school, the parties agree to provide each other a schedule of the above mentioned meetings so that each can schedule other voluntary trainings or meetings on the Mondays and Thursdays in which there are no SCTA or Board meetings.

7.9.1 Site staff meetings will take place on Tuesdays, not more than two (2) per month unless otherwise agreed upon between site administrator and staff.

7.9.2 It is further recognized that there are times when a scheduled meeting will exceed the 90 minute duration. In such cases, the administrator will announce at the beginning of the meeting that the meeting may go longer and that individual staff members who have other commitments are free to leave.

7.9.3 Special Education teachers shall attend one site meeting and one Special Education meeting monthly. Special Education teachers will coordinate with the site and District SPED administrator to determine which meeting she/he will attend each month.

ARTICLE 8

LEAVES

8.0 The district recognizes that leaves mandated by State law are available to association members. If the below-referenced leaves mandated by state law are amended or repealed, then the following description of said leave rights creates no independent or contractual rights to leave pursuant to this provision; their enumeration and description herein is only for purposes of information:

8.0.1 Sick Leave: Pursuant to Education Code section 44978, unit members are entitled to 10 days of leave for illness/injury a year and unused sick leave may be accumulated from year to year.

8.0.2 Differential Leave: Pursuant to Education Code section 44977, if and when a unit member exhausts all of his/her accumulated sick leave and continues to be absent from work due to illness or accident, he/she is then entitled to substitute-differential pay for a period of time of up to five school months.

8.0.3 Industrial Accident and Illness Leave: Pursuant to Education Code section 44984, unit members are entitled to take up to sixty (60) days in cases of industrial accident or illness. While receiving said leave, the unit member shall be paid such portion of the salary due him/her for any month in which the absence occurs as, when added to his/her Workers' Compensation temporary disability indemnity, will result in a payment to him/her of not more than his/her full salary.

8.0.4 Disability Benefit Application Leave: Pursuant to Education Code section 44986, when a unit member is determined to be eligible for STRS disability benefits, he/she is entitled to up to thirty-nine (39) months of disability leave without pay.

8.0.5 Public Employee Organization Officer Leave: Pursuant to Education Code section 44987, a leave of absence with pay shall be granted to association members to serve as an elected officer of a local, statewide or national association when the requirements of this statute are met.

8.0.6 Specified Boards, Commissions, Committees or Groups Leave: Pursuant to Education Code section 44987.3, the District shall grant unit members a leave of absence with pay to serve on boards, commissions, committees or groups specified in this statute when the requirements of this statute are met.

8.1.1 Personal Necessity Leave

Certificated employees will be allowed ten (10) days of personal necessity leave. Such days will be deducted from sick leave previously earned by the employee. A request for a substitute will be made as soon as possible but not less than forty-eight (48) hours in advance except in unforeseen circumstances or emergency situations. Personal necessity includes the following:

8.1.1.1 Extended bereavement leave (for days beyond day allowed on 8.1.2).

8.1.1.2 Accident involving employee or member of immediate family.

8.1.1.3 Appearance in court as litigant or as a witness under official order.

8.1.1.4 Serious or critical illness of member of immediate family.

8.1.1.5 Paternal leave.

8.1.1.6 Unspecified personal absence: The Association and District believe professional development is essential to continuous growth in teaching practice; therefore, unit members should make every effort to attend such activities and avoid using leave under this section 8.1.1.6.

(Education Code section 44981)

8.1.2 Bereavement Leave

In the event of death in the immediate family, employees shall be allowed absence with pay not to exceed four days, or five if out-of-state travel is required. Immediate family is defined as:

8.1.2.1 Employee's or spouse's: parents, grandparents, grandchild, brother, sister, spouse, son, daughter, son-in-law, daughter-in-law, other relative living in household. The term "spouse" includes registered domestic partners pursuant to Family Code section 298.

8.1.3 Jury Duty

In the event that an employee is summoned for jury duty, he/she shall receive full pay for such time as the court requires his/her presence. Any remuneration he/she may receive from the court for such duty, excluding mileage, shall be reimbursed to the District.

8.1.4 Educational Leave

Teachers shall be granted leave for exceptional educational opportunities available only during the school year, upon the Superintendent's approval. Teachers shall receive full per diem pay minus the cost to the District of the substitute teacher for such time.

8.1.5 Sabbatical Leave

The District may grant Sabbatical Leave in accordance with California Education Code. Sections 44966-44974.

8.1.6 Maternity Leave

8.1.6.1 Disabilities caused or contributed by the pregnancy, miscarriage, childbirth and recovery therefrom shall be treated as temporary disabilities. The employee so disabled shall be eligible to use her accumulated sick leave during the period of disability, and shall be eligible for the benefits provided by Section 44977 of the Education Code (five month extended leave) for absences necessitated by disability related to pregnancy, miscarriage, childbirth and recovery. Both the date on which the disability leave commences and the length of the leave after delivery shall be determined by the employee's physician. Effective July 1, 2004, in addition to pregnancy disability leave, when a unit member is otherwise medically cleared to return to work, unit members may take up to fifteen days of differential pay for birth or adoption of a child.

8.1.6.2 The Board will also grant unpaid child care leave in accordance with state and federal laws.

8.1.7 Military Leave

8.1.7.1 Leave shall be granted for certificated personnel for service in or for the armed forces of the United States. Military leave pay will be granted as provided in Education Code section 44800.

8.1.7.2 Whenever possible, personnel are to select periods of training at a time when teaching responsibilities are not affected.

8.1.7.3 If obligatory service in the Armed Forces or service during a national emergency interrupts teaching responsibility, the time shall count as teaching experience for all compensation for SCSD.

8.1.8 Leave of Absence Without Pay

8.1.8.1 Credentialed employees will be eligible to request and to receive a leave of absence without pay for a period of one year or less upon recommendation by the Superintendent and action by the Board.

8.1.8.2 Awarding of salary increment for teaching experience outside the district for each credentialed employee who is on leave shall be determined by the Superintendent and shall be subject to School Board approval.

8.1.8.3 Approximately three percent of the credentialed employees may be granted a leave of absence without pay for any one school year. In the event that more than three percent apply for leave of absence without pay in any one school year, the Credentials Evaluation Committee shall review the applications and make recommendations to the Board through the Superintendent as to which applications should be considered first.

- 8.1.8.4 Reasons acceptable for a leave of absence without pay will include:
 - 8.1.8.4.1 Health, mental and physical
 - 8.1.8.4.2 Study
 - 8.1.8.4.3 Travel and teaching in a foreign country or another state
 - 8.1.8.4.4 Change of occupation
 - 8.1.8.4.5 Child adoption
- 8.1.8.5 Credentialed employees will notify the District in writing on or before February 1 of the year of their leave of their intent to return to work or resign from the District upon the expiration of their leave.

8.1.9 Exchange Teaching

- 8.1.9.1 Credentialed employees will be eligible to request exchange teaching after they have been granted tenure.
- 8.1.9.2 Exchange teaching may be granted for up to a period of one school year upon the recommendation of the Superintendent and approval of the Board of Trustees.
- 8.1.9.3 While on exchange, an employee remains on the salary schedule and is paid by the San Carlos School District.
- 8.1.9.4 Two percent of the credentialed employees may be granted exchange teaching in any one school year. In the event that more than two percent apply for exchange teaching for any one school year, the choice will be given to the applicant having the greater number of years of service to the district without having already been granted a leave for exchange teaching.
- 8.1.9.5 The application for exchange teaching shall be submitted to the Superintendent's Office before April 15th of the preceding year. Final approval of arrangements by the Board will be given by June 15th of the school year in which the application is received.

8.1.10 Family Care Leave

Serious health condition includes illness, injury, impairment, or physical or mental condition involving:

- 1) Incapacity or treatment connected with inpatient hospital, hospice, or residential health care facility, or
- 2) Continuing treatment by a health care provider including:
 - (a) a period of incapacity requiring absence of more than 3 consecutive calendar days from work, school, or other activities and treatment by a provider 2 or more times or at least 1 treatment resulting in a regimen of continuing treatment under medical supervision;
 - (b) a period of incapacity due to a chronic or long-term condition requiring periodic treatment;
 - (c) a period of incapacity which is permanent or long-term due to a condition for which treatment may be ineffective, if the patient is under medical supervision;
 - (d) absences to receive multiple treatments (including recovery periods) for a condition that if left untreated likely would result in incapacity of more than 3 days; or
 - (e) a period of incapacity due to pregnancy or for prenatal care.

8.1.10.1 An eligible unit member shall be provided unpaid leave to care for a seriously ill child, parent or spouse for up to 12 weeks in accordance with state and federal laws, specifically, the California Family Rights Act (CFRA) and Family Medical Leave Act (FMLA). Unpaid leave for up to 26 weeks shall be provided if leave is to care for a covered service member who is recovering from a serious illness or injury sustained in the line of duty while on active duty.

- 8.1.10.2 To be eligible, employees must, as of the date leave commences:
- 1) have worked for the District for at least 12 months – which need not be consecutive and includes paid and unpaid leaves if in paid status,
 - 2) have actually worked at least 1,250 hours for the District during the 12 months preceding leave; and
 - 3) be employed at a worksite where 50 or more employees are employed within 75 miles of the worksite.
- Full-time unit members are deemed to meet the 1,250 hours requirement unless the district can clearly establish that the employee did not work the 1,250 hours during the previous 12 months.
- 8.1.10.3 Unpaid leave may be taken for the following reasons:
- 1) for the birth or placement of a child for adoption or foster care;
 - 2) to provide care for the employee’s own parent (including individuals who exercise parental responsibility under state law), child under 18 or a dependent adult child, or spouse with a serious health condition;
 - 3) for the employee’s own serious health condition; or,
 - 4) to allow leave because of any “qualifying exigency” arising out of the fact that a spouse, son, daughter, or parent of the employee is on active duty in the Armed Forces in support of a contingency operation.
- 8.1.10.4 FMLA and CFRA leave run concurrently except where the absence is for the employee’s own pregnancy or childbirth related disability. The employee can receive 12 work weeks of CFRA leave for child bonding after the pregnancy and childbirth related disability ends. Leave for child bonding must be completed within 12 months of a child’s birth or placement. FMLA leave also runs concurrently with

pregnancy disability leave and with maternity leave outlined above. FMLA also runs concurrently with use of sick leave, accrued sick leave and vacation.

- 8.1.10.5 During leave under FMLA, the District shall pay the premiums for the health and welfare benefits provided in Article 15 for up to 12 weeks or up to 26 weeks for leave to care for a covered service member after which the unit member may continue his/her own coverage.
- 8.1.10.6 Upon termination of such unpaid leave, the unit member shall be returned to the position held prior to the leave, or to a comparable position. A unit member who has taken 12 weeks of leave under this Article, because of his/her own serious health condition, may take an additional 12 weeks of unpaid leave for family care, without benefits.
- 8.1.10.7 Request for leave to be made by the employee at least 30 days prior to date leave is to begin where need is known in advance or, where not foreseeable, as soon as practicable.
- 8.1.10.8 Medical Certification may be required when request for leave is because of a serious health condition of employee, employee's parent, spouse, or child. Second or third opinions may be requested if the employer disputes validity of certification. Recertification may be required periodically. Certification may be required to demonstrate employee's fitness to return to work from medical leave.
- 8.1.10.9 Pursuant to AB109 (Stats. 1999, Ch. 1964) credentialed employees may take up to five (5) days of sick leave during any school year to attend to the illness of a child, parent, or spouse. This available leave is in addition to any Personal Necessity Leave utilized by the certificated employee for such a purpose. This leave runs concurrently with Family Care Leave provided pursuant to 8.1.10.1 above.

8.1.11 Catastrophic Illness/Injury Benefit

8.1.11.1 Definitions:

8.1.11.1.1 “Catastrophic illness” or “catastrophic injury” means an illness or injury that is expected to incapacitate the unit member for an extended period of time, or that incapacitates a member of the employee’s family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other fully paid time off. Stress is excluded in this definition of “catastrophic illness.”

8.1.11.1.2 “Catastrophic leave credit” means sick leave donated to one unit member from another unit member’s accrued sick leave.

8.1.11.2 Eligibility: Catastrophic leave credit may be donated to a unit member for a catastrophic illness or catastrophic injury if all the following requirements are met:

8.1.11.2.1 The bargaining unit member who is suffering from a catastrophic illness or catastrophic injury requests in writing that catastrophic leave credit be donated and provides verification that the unit member is unable to work due to catastrophic illness or catastrophic injury.

8.1.11.2.2 The unit member requesting donation of sick leave has exhausted all accrued sick leave credits.

8.1.11.2.3 Any employee who wishes to receive the catastrophic illness benefit as a result of illness or disability which qualifies for Workers’

Compensation benefits shall not receive more than a full day's compensation.

8.1.11.3 Procedure:

- 8.1.11.3.1 A unit member who wishes to receive catastrophic illness benefit must request in writing to the Association and to the District that sick leave donations be solicited on their behalf. The request must be accompanied by verification of the catastrophic illness or injury.
- 8.1.11.3.2 Donations will be solicited by a joint announcement of the Association and District on behalf of the individual who meets the requirements of this benefit. A list of eligible donors will be established.
- 8.1.11.3.3 Once a commitment to donate leave has been made by a member, that commitment cannot be revoked for that school year.
- 8.1.11.3.4 The minimum amount a unit member may donate is one day leave per school year. The maximum amount a unit member may donate is ten days per school year. One full day of donated sick leave shall provide one full day of catastrophic leave credit to the receiving party.
- 8.1.11.3.5 Employees must maintain a minimum of 15 sick days in order to contribute.
- 8.1.11.3.6 Donated catastrophic leave credits may be used by the recipient for no longer than 12 consecutive calendar months following the onset of each catastrophic absence.
- 8.1.11.3.7 A unit member must use any personal leave credits that accrue (sick leave), prior to using donated catastrophic leave credit.

- 8.1.11.3.8 The statutory five month period of differential pay will be augmented by catastrophic leave credit. For purposes of augmentation, donated leave credits shall be used in half-day increments closest to the differential amount. For example: 1) if a donated day is worth \$300, and the differential pay is \$350, a full day of donated credit will be used; and 2) if a donated day is worth \$300 and the differential pay is \$150, a half day of donated credit shall be used.
- 8.1.11.3.9 Donated leave credit shall be used in the order donations are received. However, one day of leave will be used from each donor before a second day is utilized from any other donor. This sequential process will be repeated for all donation rounds thereafter. At the end of the school year (school fiscal year: July 1 – June 30) the list of potential donors will expire. This process will be repeated as needed each year.
- 8.1.11.3.10 Accrued sick leave for donation purposes does not include any personal necessity leave credits under Section 8.1.1.6 of Article 8.
- 8.1.11.3.11 All donations are to remain confidential from the membership and the recipient.

Article 9

ASSIGNMENT AND TRANSFER

Preamble: All assignments and transfers shall be made by the District in the best interests of the school program and the needs of students.

9.1 Definitions

9.1.1 "Assignment" refers to the unit member's position, to include grade level and /or subject matter as determined annually by the site administrator. Unit members shall receive notice of their tentative assignment for the subsequent school year at least ten (10) days prior to the end of the preceding school year.

9.1.1.1 "Late Reassignment" is a change in assignment (grade or subject matter) issued after the 10 day deadline as defined above. Late reassignments shall be implemented pursuant to section 9.5.3.

9.1.1.2 "Involuntary Reassignment" refers to a new district initiated assignment that involves a change in grade and or subject.

9.1.2 "Transfer" is a change in the work location of a unit member from one school, work site or classroom to another school, work site or classroom. A transfer does not encompass the process of assignment to a specific position within a school, department or work location. A transfer may be initiated by a unit member ("voluntary") or by the District ("involuntary").

9.1.3 A "vacancy" is a new position, an opening arising from a resignation, retirement, or termination, any position to which a unit member is not assigned, or which is not committed for purposes of leaves, unresolved involuntary transfers or layoffs.

9.1.4 "Superintendent" is the Superintendent or his/her designee.

9.1.5 Remuneration for assignment and transfers, where applicable, is defined in section 9.6.

9.2 Notice of Vacancies

9.2.1 Notices of all unit vacancies shall be posted electronically for at least five work days. Such notices shall be posted as soon as a vacancy exists and shall include the position description and location, grade level or subject assignment, credential requirement and the date by which the position will be assigned.

9.2.2 Exceptions to section 9.2.1 are permitted when the Superintendent declares an emergency situation. Under such conditions, employee response must be received by the Superintendent within forty-eight hours from the distribution of notification.

9.3 Voluntary Transfers

9.3.1 A unit member may request a voluntary transfer to take effect either during the current school year or at the beginning of the next school year. The request shall be in writing and sent to the Superintendent's office.

9.3.2 The request shall be made no later than March 15 of the school year preceding the school year in which the transfer would take effect or, for transfer requests that would take effect during the current school year, not later than 10 days after the posting of a vacancy.

9.3.3 Qualified voluntary applicants within the bargaining unit shall be considered for vacancies prior to consideration of outside applicants, subject to section 9.3.5. The Superintendent will, consistent with the preamble to this article, make the final decision on requests for voluntary transfer, based on reasonable application of the following criteria: seniority, credentials, experience and training.

9.3.4 If a voluntary transfer request is denied, the unit member shall be provided in writing within three (3) days of the reasons for the denial.

9.3.5 Voluntary transfers shall be implemented in compliance with Education Code section 35036, including but not limited to the cessation of any preference for internal voluntary transfer applicants over external hires after April 15 for transfers that will occur at the start of the following school year.

9.3.6 Unit members voluntarily transferred are precluded from applying for voluntary transfers until they have completed one complete school year in the new assignment. Upon request of the unit member, the District may in its discretion make exceptions to this provision on a case by case basis.

9.4 Involuntary Transfers

9.4.1 Involuntary transfers shall occur only due to changes in enrollment or programs.

9.4.2 A unit member who is to be involuntarily transferred shall be given the reasons for the impending transfer in writing within three (3) days of the Superintendent's decision.

9.4.3 No unit member shall be involuntarily transferred if there is a volunteer who wishes to be transferred, subject to section 9.4.6.

9.4.4 An involuntary transfer shall not result in the loss of compensation, seniority, or any fringe benefits to a teacher.

9.4.5 No unit member shall be transferred two consecutive years without the unit member's consent, unless there is no other reasonable option that would meet the intent of the preamble of this article.

9.4.6 The Superintendent shall, consistent with the preamble to this article, make the final decision on personnel affected by involuntary transfers, based on reasonable application of the following criteria: seniority, credentials, experience and training or frequency of transfers. When the Superintendent has considered two or more unit members for an involuntary transfer to be equal on the basis of the foregoing criteria, the unit member with the least seniority shall be transferred.

9.5 Change in Assignment

9.5.1 General Provisions

Principals shall consider unit member preference when making teacher assignments. The Principal will make the final decision on assignments, based on reasonable application of the following criteria: seniority, credentials, experience and training.

9.5.1.1 If the change in assignment necessitates a move from one classroom to another, the unit member shall receive assistance in moving to the new classroom.

9.5.2 Unit Member Initiated Reassignment

9.5.2.1 Unit members may request a reassignment within the school by submitting a written request to the Principal.

9.5.2.2 Unit members who do not receive a requested reassignment to fill a vacancy shall be notified in writing within three (3) days of the reasons for not receiving the requested reassignment.

9.5.3 Involuntary Reassignment

9.5.3.1 Before an involuntary assignment to a vacancy is made, the principal shall inform staff of any unfilled assignments, and ask for volunteers to fill the vacancy. The Principal will make the final decision on assignments based on reasonable application of the following criteria: seniority, credentials, experience, training and frequency of changes in assignment. Unit Members shall be notified in writing within three (3) days of the reasons for the involuntary reassignment. Every effort will be made to avoid involuntarily reassigning teachers with fewer than two years of teaching experience to a combination class. Thereafter, when the

Principal has considered two or more unit members for an involuntary reassignment to a combination class to be equal on the basis of the foregoing criteria, the unit member with the least seniority shall be reassigned.

9.6 Assignment & Transfer Remuneration Table:

Assignment	Voluntary	On Time	Nothing
		Late	2 sub days or equivalent in sub compensation*
	Involuntary	On Time	2 sub days or 2 days of A-1 salary**
		Late	3 sub days or 3 days of A-1 salary**
Transfer	Voluntary	On Time	Assistance to physically move materials & equipment
		Late	Assistant to physically move materials & equipment and 2 sub days or equivalent in sub compensation*
	Involuntary	On Time	Assistance to physically move materials & equipment and 2 sub days or equivalent in sub compensation*
		Late	Assistance to physically move materials and equipment and 3 sub days or equivalent in sub compensation*

*Or some combination of both, at the employees' discretion, but only in 1 day increments.

**Or some combination of both, at employees' discretion; however, A1 salary cannot be converted to additional sub days.

Employee may receive remuneration for both Reassignment & Transfer if employee was both reassigned and transferred as appropriate.

ARTICLE 10

PERSONAL AND ACADEMIC FREEDOM

- 10.0 Nondiscrimination and Academic Freedom.
- 10.1 The District shall not discriminate against any Unit Member on the basis of race, color, national origin, religion, sex, gender, gender expression, gender identity, pregnancy, physical or mental disability, medical condition (cancer-related or genetic characteristics), genetic information (including family medical history), ancestry, marital status, age, sexual orientation, citizenship, or service in the uniformed services.
- 10.2 The District shall not predicate any adverse action upon a Unit Member's SCTA activities, unless the District has reason to believe such activities may be contrary to law. The District further recognizes that the personal life, political organizational activities or preferences of an employee are not an appropriate concern of the District, except as they may affect work performance.
- 10.3 It is the policy of the District that all instruction shall be fair, accurate, objective, and appropriate to the age, ability and maturity of the student(s), and sensitive to the community needs and the needs and values of our diverse cultures and heritages.

ARTICLE 11

SAFETY CONDITIONS OF EMPLOYMENT

11.0 Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or welfare consistent with the applicable requirements of California and Federal OSHA. Unit members observing dangerous or unsafe conditions shall report in writing these conditions to the immediate supervisor as soon as possible. The District will report back, in writing, within two (2) working days, to the employee as to the disposition of the matter.

ARTICLE 12
CLASS SIZE

12.0 Class sizes, as stated herein, shall not exceed the established maximums except during the first ten (10) days of instruction class sizes may exceed those referenced below by a maximum of one (1) student per teacher while the building principal makes necessary adjustments to meeting the class size limits by the eleventh day of the school year. In the event that a situation arises which could cause the maximum class size to be exceeded, the building principal will consult with the teacher and an Association representative to obtain consent to exceed this maximum.

12.0.1 “Team Teaching” refers to setting in which two or more teachers, each of whom has a specified class list, agree to collaborate in shared classroom settings to provide a coherent learning experience for all students in those classes.

12.0.2 “Co-teaching” refers to a team teaching model, as described above, in which at least one of the collaborating teachers is a special education instructor.

12.1 For the purpose of this article, “class size” is defined as the number of students assigned to a teacher’s class list. Therefore, in a team teaching model, an individual teacher may provide instruction at any given time to more students than stated in the maximum. The decision to participate in a team teaching model shall be at the discretion of participating teachers, and with the agreement of the site administrator.

12.1.1 Class sizes, including co-taught classes, shall not exceed the following maximums:

TK-3: 23 + 2

4th: 27 + 2

3rd/4th combination class: 25 + 1

5-8: 32; maximum daily contacts 160.

12.1.2 In grades 5-8, P.E. classes shall be capped at 45 students and music classes shall be limited only by the capacity of the facility and qualified assistance.

12.1.2.1 Notwithstanding section 13.1.1 above, class sizes in a school with only fourth and fifth grades shall not exceed 27 + 2.

12.1.3 In grades 6-8, one class section per teacher may exceed the foregoing maximum by up to two (2) students, in which case, the maximum daily contacts shall be similarly reduced (e.g. if the cap is exceeded by 2 students, the maximum daily contacts would be 158).

12.2 Special Education

12.2.1 Special Day Classes (SDC) in self contained setting shall not exceed 13 students. All SDC teachers shall have a full-time aide.

12.2.2 Resource Specialist Program

12.2.2.1 No RSP teacher shall have more than the number of students provided by law (currently 28 students). All RSP teachers shall have aide time.

12.2.2.2 No RSP teacher shall be assigned to more than two schools. RSP teachers who travel to two schools shall not be placed on the duty schedule for either school.

12.2.2.3 Teacher caseload is restricted to legally admitted students and those whose admittance is pending.

12.3 If class size exceeds contract limits, the District will take action in the following order:

12.3.1 Move the most recently enrolled student at that school site to another school in the District as permitted by law.

12.3.2 Begin the process of posting, interviewing and hiring a qualified teacher.

Staffing Ratio and Preparation/Collaborative Time
For Grades 4-5 Elementary Schools

The District and the Association agree to the following terms and conditions regarding Staffing Ratio and Preparation/Collaborative Time for newly opened grade 4-5 Elementary Schools commencing with the 2016-2017 school year.

I. **Staffing Ratio**

- a. The staffing ratio shall be 120 students for each team of four teachers and/or 145 students for each team of five teachers.
- b. The configuration and number of students receiving instruction from a teacher or teachers at a given time shall be designed by the appropriate teacher team(s) in consultation with the principal.

II. **Preparation/Collaborative Time**

- a. Every effort will be made to provide teachers with 260 minutes of preparation/collaboration time per week within the school instructional day. In no event, however, shall there be fewer than 200 minutes of preparation/collaboration time per week within the school instructional day.
- b. Every effort will be made to ensure that at least half of the time provided in section II(a) above is dedicated to collaboration among teacher teams.

III. **Duration**

- a. The efficacy of the foregoing provisions shall be assessed by the parties in sufficient time to determine whether any modifications should be made for the 2017-2018 school year. Any such changes shall be reduced to a written agreement.
- b. In the absence of any agreed upon modifications, the provisions of sections I and II above shall remain in effect for the 2017-2018 school year.
- c. The parties acknowledge that the subject matter of this Tentative Agreement will then be open for discussion during negotiations over a successor agreement. Such negotiations will commence in October 2017.

ARTICLE 13

Professional Growth Evaluation System

13.1 Overview

The purpose of the SCSD Professional Growth Evaluation System (“System”) is to focus on professional growth that is meaningful to and motivating for the unit member engaging in the process, and is tailored to the individual needs of the teacher as he/she works to align instructional practices to Common Core Standards and the District’s Strategic Plan. Self-reflection and goal setting are valued.

The System encourages each unit member to take risks as he/she works to hone his/her craft and change practice, while encouraging educators to seek feedback and support from one another and fosters a school-wide culture whereby professional growth and evaluation become embedded in the schools’ practices.

13.2 Evaluation Cycles

Many provisions of this Article apply to all unit members as set forth in section 13.3 below. Depending on employee status, experience in the District, qualifications and the results of the most recent evaluation, however, unit members will fall into one of the following groups and have specific timelines and procedures for evaluation:

13.2.1 Permanent Unit Members With At least 10 Years of District Employment who meet the highly qualified standards as required by Education Code section 44664 shall be evaluated at least every five years subject to mutual agreement with the evaluator as provided in Education Code section 44664.

13.2.2 Permanent Unit Members With Less Than 10 Years of District Employment or who do not meet the highly qualified standards as required by Education Code section 44664 shall be evaluated at least every two years.

13.2.3 Permanent unit members on a Performance Development Plan as a result of having been evaluated or otherwise assessed as providing less than satisfactory performance shall be evaluated every year.

13.2.4 Temporary and Probationary Unit Members shall be evaluated every year.

13.3 Provisions Related to All Unit Members

- 13.3.1 The criteria for evaluation shall be based on the Education Code sections 44660-44665 (Stull Act), the California Standards for the Teaching Profession (CSTP) and the CSTP Continuum. The criteria for every teacher evaluation shall include the use of multi-faceted evidence of teacher practice, student learning, and professional contributions to determine the level of teacher effectiveness in measuring progress of students towards established standards of expected student achievement.
- 13.3.2 The progress of students toward the state adopted academic content standards as measured by state adopted criterion referenced assessments, as required by Education Code section 44662, is only one piece of the evidence referred to above, and shall not serve as the sole criterion of teacher effectiveness.
- 13.3.3 The employee shall have the right to identify any constraints which the employee believes may inhibit his/her ability to meet the objectives and standards established. An employee shall not be evaluated on or held accountable for any aspect of the educational program for which the employee has no authority or ability to correct.
- 13.3.4 Employees to be evaluated during a particular school year shall be provided a copy of the evaluation procedures and will be advised of the criteria upon which the evaluation is to be based.
- 13.3.5 When an employee's colleagues provide feedback, the purpose of such feedback is to provide support and input and shall not be evaluative in nature. Unit Members shall not participate in the evaluations and/or observations of employees for evaluative purposes. Any written reflections and feedback from colleagues shall not be included in any official evaluation form or write-up.
- 13.3.6 In preparing the final evaluation form for placement in the employee's personnel file, the evaluator shall rely primarily upon data collected and knowledge gained through observations and evaluation conferences.

13.3.7 If an employee is scheduled to be evaluated during a particular school year, but is granted a leave of absence for one (1) semester or longer, such evaluation shall take place during the first year of return to duty.

13.3.8 A change in the unit member's evaluator shall not, without further reasons, serve as the basis for altering the unit member's established evaluation cycle.

13.4 Permanent Employees (Not on Performance Development Plan)

13.4.1 Notification of Evaluation - By October 1

Employees will be given notice that they are up for an evaluation.

*13.4.2 Declaration of Satisfactory Performance - By October 15

Principal/Supervisor will declare whether the unit member has met the standards. Those whose performance is assessed to be satisfactory will engage in the Professional Growth Evaluation System (PGES) as described in the PGES Handbook.

13.4.3 Goal Setting – By November 1 (Turn in Documents)

Principal and employee will have met to set and agree on goals on which to focus during the school year.

13.4.4 Post Observation Check Ins- By January 15 and April 1

There will be multiple observations/walk-throughs by the Administrator during the school year. There will be at least two follow up check-ins to these observations. The first of these post observation check-ins shall occur no later than January 15th and the second no later than April 1st – (at least 1 or 2 observation/walk-thru per check-in)

*13.4.5 Written Summary (Close the Loop) – By May 15

Principal/Supervisor will provide a written summary of what has transpired over the course of the year and capturing key learning and growth that resulted from the evaluation process.

*Items to be placed in personnel file

13.5 Permanent Employee on Performance Development Plan

- 13.5.1 By October 1: Employees will be notified that he/she will engage in a Performance Development Plan
- 13.5.2 By October 15: Employer and employee will have met to complete Standards of Performance Agreement and mutually agree on three objectives as prescribed by Education Code section 44662 .
 - 13.5.2.1 These objectives will determine the progress of pupils toward district standards of expected achievement as appropriate to be the employee's assignment.
 - 13.5.2.2 These objectives will also determine the method for evaluating the objectives and description of support to be provided by the evaluator in achieving the objectives.
 - 13.5.2.3 If the evaluator and employee cannot reach agreement, the Evaluator shall make the final determination of the three objectives to be the focus of the evaluation.
 - 13.5.2.4 During the evaluation period, either the employee or the evaluator may request modification of the evaluation objectives. Modifications shall be made upon mutual agreement.
- 13.5.3 By February 15 the Summative Evaluation Forms are due and must be discussed with the employee during a conference regarding the evaluation.
 - 13.5.3.1 An employee who receives a satisfactory on Summative Evaluation Form will be placed back in the evaluation cycle with other permanent employees for purposes of future evaluations.
 - 13.5.3.2 An employee who does not receive a Satisfactory on Summative Evaluation Form will continue on a Performance Development Plan until the following February 15.

- 13.5.4 The evaluation shall be based upon a minimum of two (2) separate observations of at least 20 minutes in duration.
- 13.5.4.1 A minimum of two (2) observations shall be made known to the employee at least two (2) days prior to their occurrence.
- 13.5.4.2 All observations shall be followed by an evaluation conference and a written summary within five (5) workdays of the observation. If the employee disputes the content of the written observation summary, the employee may, within five (5) work days of the observation conference, prepare a written statement which shall be attached to the summary.
- 13.5.5 An employee who receives an unsatisfactory on the Summative Evaluation Form during the process shall, upon request, be entitled to additional classroom observations, evaluation conferences, written evaluations, and evaluators assistance. Such entitlement includes a pre- and post- observation conference. The additional written evaluation shall be completed thirty (30) days prior to the last day of school.
- 13.5.6 In the case of unsatisfactory evaluations, the evaluator shall take positive action to assist the employee in correcting any cited deficiencies. The evaluator's role to assist the employee shall include, but not be limited to, the following:
- 13.5.6.1 Specific recommendations for improvement.
- 13.5.6.2 Direct assistance to implement such recommendations.
- 13.5.6.3 Provision of additional resources to be utilized to assist with improvement.
- 13.5.6.4 Techniques to measure improvement.
- 13.5.6.5 Time schedule to monitor progress

13.6 Temporary, Probationary Employees

- 13.6.1 By October 1: Employees will be notified of Evaluation;
- 13.6.2 By October 15: Employer and employee will have met to complete Standards of Performance Agreement and mutually agree on three objectives as prescribed by Education Code section 44662 .
 - 13.6.2.1 These objectives will determine the progress of students toward district standards of expected achievement as appropriate to be the employee's assignment.
 - 13.6.2.2 These objectives will also determine the method for evaluating the objectives and description of support to be provided by the evaluator in achieving the objectives.
 - 13.6.2.3 If the evaluator and employee cannot reach agreement, each party shall choose one objective to be the focus of the evaluation..
 - 13.6.2.4 During the evaluation period, either the employee or the evaluator may request modification of the evaluation objectives. Modifications shall be made upon mutual agreement.
- 13.6.3 By February 15: the Summative Evaluation Forms are due and must be discussed with the employee during a conference regarding the evaluation.
- 13.6.4 The evaluation shall be based upon a minimum of two (2) separate observations of at least 20 minutes in duration.
 - 13.6.4.1 A minimum of two (2) observations shall be made known to the employee at least two (2) days prior to their occurrence.
 - 13.6.4.2 All observations shall be followed by an evaluation conference and a written summary within five (5) workdays of the observation. If the employee disputes the content of the written observation summary, the employee may, within five (5) work days of the observation conference, prepare a written statement which shall be attached to the summary.

13.7 Grievance

The Grievance Procedures set forth in Article 17 of this Agreement may be utilized for processing any disputes that arise over evaluation procedures. The evaluator's decisions regarding the frequency of evaluation of unit members beyond the minimum requirements of this Article and whether a permanent unit member shall be removed from the "at least five year" evaluation cycle shall not be subject to the Grievance Procedures. If a dispute arises and such dispute is resolved in favor of the employee, no record of the disputed portion of the evaluation shall be kept by the District in any file, office, or place. Any such record(s) as exist(s) shall be delivered to the employee for disposition.

13.8 Reopener of Negotiations

The District and the Association agree to reopen negotiations on this Article in the Fall of the 2016-2017 school year to assess the efficacy of the System and to discuss: 1) potential pathways of opportunity for unit members to engage in leadership and be paid on the salary scale in a manner commensurate with added responsibility; and 2) engaging the principal and a professional team of educators to provide feedback and support. Any agreements to modify or add to this Article shall be subject to ratification by both parties, to be effective with the 2017-2018 school year unless specified otherwise.

ARTICLE 14

SALARY

- 14.0 Please refer to current salary schedule for relevant salary increases.
- 14.1 The District's practice is to pay employees 11 monthly installments. Employees may elect to be paid in 12 monthly installments provided that the employee applies pursuant to the timelines established by the District.
- 14.2 For initial placement on the salary schedules, credit for teaching experience shall be granted year for year up to a total of ten (10) years effective July 1, 2001.
- 14.3 Placement on column E will be based upon 90 units after the Bachelor's Degree or 45 units after a Master's Degree. Professional Growth Units are earned only by courses taken outside of unit members' regular work hours. Units for placement on the salary schedule may be earned through upper division and lower division semester units or San Carlos School District Professional Growth Units ("PGU") as approved in advance by employee's immediate supervisor or Superintendent, or attending a District initiated in-service training or workshop, or attending a County Office of Education sponsored in-service training or workshop. One PGU is earned for each 15 hours of District approved work. One PGU is equivalent to one semester unit for advancement on the salary schedule.
- 14.4 Teachers who attend student overnight activities with students will receive a monetary stipend (refer to Certificated stipend schedule) to compensate them for added expenses and time on duty.
- 14.5 National Board Certification: The District will refund the initial application fee (current \$2,000) for National Board Certification upon the teacher's (i) submission of his/her portfolio, and (ii) verification of assessment center participation. Any renewals or reapplication fees will be paid by the unit member.
- 14.6 The District may pay a one-time hiring incentive (refer to Certificated stipend schedule) to fully credentialed California teachers who are hired to teach, or transfer within the District to teach an area designated

by the district as “high need”, provided that the teacher possesses the appropriate teaching credential.

14.7 Stipends/Substitute Coverage:

14.7.1 The District will pay unit members a stipend for performing activities outside the normal work day (as defined in article 7.2) according to the Certificated Stipend Schedule and as preapproved by an administrator.

ARTICLE 15
HEALTH AND WELFARE BENEFITS

15.1 Health and Welfare Benefits

15.1.1.1 Effective January 1, 2015, the district's contribution shall be:

Single cap: \$9,000

Single + one cap: \$11,000

Family cap: \$ 11,000

15.1.1.2 Effective January 1, 2016, the district's contribution shall be:

Single cap: \$9,270

Single + one cap: \$11,330

Family cap: \$ 11,330

15.1.1.3 Effective January 1, 2017, the district's contribution shall be:

Single cap: \$9,548

Single + one cap: \$11,670

Family cap: \$ 11,670

15.1.2 Employees working half time or more shall receive a pro-rata share of the District allocation toward the benefits of their choice.

15.1.3 Cash in Lieu:

“Cash in lieu” means the option that employees hired prior to July 1, 2006, who received cash in lieu during the 2005-2006 school year have to decline all District provided health and welfare benefits and instead take \$5,000 in cash pursuant to the regulations of Internal Revenue Code section 125, Premium Conversion Plan. In order for the eligible employee to receive cash in lieu under the Section 125 Plan, the employee must show evidence of health benefits coverage.

15.1.4 "Cash back" means the difference between \$5,000 and the lesser cost of health and welfare benefits provided to an employee by the District. To be eligible for cash back, the employee must be hired prior to July 1, 2006. This cash back shall be provided to the employee pursuant to the regulations of Internal Revenue Code section 125, Premium Conversion Plan. In order to continue to receive this benefit, employees who were provided medical benefits by the District during the 2005-2006 school year must continue to take the same medical benefit package that the eligible employee took in 2005-2006.

ARTICLE 16
RETIREMENT

16.0 Retirees

A retiree is a certificated employee who is at least 50 years of age, is retired from the San Carlos School District, and does not provide any district services other than those specified under the Early Retirement article.

16.1 Retirees and early retirees who have rendered service to the District may continue in the health and welfare program of the District by paying the same rate charged by the carrier(s) with a 5% per month service charge payable to the District, but in no event shall this charge be less than \$2.00 per month; during the time period, if any, during which the person qualifies for COBRA, the COBRA provisions shall prevail.

16.2 Employees retiring after reaching the age of 55, who have served 20 years in the District prior to retirement, shall be provided 100% of the fully-paid medical and dental insurance premiums for employee-only coverage. Unit members hired after July 1, 1992, will receive employee-only coverage after serving 25 years in the District.

16.3 District-paid coverage shall continue for maximum period of seven years or until employee becomes eligible for Medicare, or until employee's demise, whichever occurs first. After seven years, or when employee becomes eligible for Medicare, retiree may then apply for coverage under 16.1.

16.4 Retirees may elect to purchase dependent coverage at retiree's expense plus District service charge.

16.5 Although they are not employees, Retirees, or the Association on their behalf, may grieve alleged violations of this article by submitting a written grievance to the Superintendent or designee within 40 workdays of the act or omission of an act giving rise to the grievance. The grievance will then be deemed to be at Level Three of the grievance process.

16.6 The District will offer the following supplemental retirement programs. A qualified employee may participate in only one of these programs:

16.6.1 Reduced Work Load

16.6.1.1 The Board of Trustees may grant, on an individual basis, an opportunity for certificated employees to reduce their workload from full-time duties to no less than half-time duties. The employee, during such reduced employment, shall receive full-time retirement credit consistent with the provisions of Education Code §44922

16.6.1.2 A unit member must have reached the age of 55 years prior to reduced services employment. The unit member must have been employed full-time in the district for at least the preceding 10 years, pursuant to Education Code §44922.

16.6.1.3 A unit member shall be paid a prorated salary based on what would have been earned had the unit member not elected to exercise the option of reduced services employment and shall receive all rights and benefits consistent with the provisions of Education Code §44922.

16.6.2 Cash Out Retirement Plan – In Lieu of Golden Handshake

16.6.2.1 All unit members retiring from the District at or prior to age 60 after serving the District for at least 20 years will receive the following: A \$15,000 lump sum, \$5,000 payable each January over three years.

16.6.3 Early Retirement

The school district shall enter into a mutual agreement with certificated personnel desirous of entering early retirement. The following conditions are prescribed:

16.6.3.1 Early Retirement between ages 50 and 65 shall be purely voluntary on the part of the certificated personnel. A contract for educational retiree employment services would then be mutually agreed upon by the school district and the employee. No more than five percent (5%) of the unit

members, who have not yet entered into the early retirement program, may enter the program each year. Should more than 5% apply for entrance into the early retirement program, entrance will be determined on the basis of seniority in the district. The total number in any given year is not to exceed eight unit members in the program.

- 16.6.3.2 A certificated person must have a minimum of 10 years of service in the San Carlos School District in a position requiring certification. A year of service is defined as working 75% of the workdays in a school year.
- 16.6.3.3 Persons opting and qualifying for this early retirement program shall be assured of annual contract for educational consultant services.
- 16.6.3.4 The contract for educational retiree employment services shall terminate at the end of the fifth consecutive school year, or at the end of the school year in which the employee reaches 65 years of age whichever comes first, unless affected by provisions in Paragraph 8 below.
- 16.6.3.5 The employee shall remain available for service up to 25 days per school year.
- 16.6.3.6 The daily compensation shall be \$200.00.
- 16.6.3.7 In order to be eligible for this educational retiree employment, the employee must retire from the school district and comply with legally required waiting periods before commencing such employment. As of January 2015, this is 180 days following STRS retirement.
- 16.6.3.8 The contract may be terminated upon the mutual agreement of the employee and the school district. The employee will be paid at the daily rate of \$200 for the work completed prior to mutual agreement of the termination of

the contract.

16.6.3.9 The employee may not use sick leave accumulated prior to retirement.

16.6.3.10 The provisions of the Retirement section of this article will also apply to early retirees providing service to the District.

16.6.3.11 Annually, by June 1, the Superintendent or his designee, and the retiree, shall attempt to reach mutual agreement on a contract. The retiree may utilize a SCTA representative in this contract process.

16.6.3.12 Applications for participation in the early retirement program must be made through the Superintendent's Office by February 1. Applications beyond this date may be approved by the Superintendent.

16.6.3.13 Options for less than 25 days per year of educational retiree employment service may be mutually agreed upon by the employees and the school district. The same daily compensation rate will apply.

16.6.3.14 The employee shall be paid upon completion of services unless otherwise mutually agreed upon.

16.6.3.15 When an early retiree leaves the program, the retiree becomes a retiree with all the rights and privileges granted that group.

16.6.3.16 Although they are not unit members, early retirees, or the Association on their behalf, may grieve alleged violations of the Retiree section of this article by submitting a written grievance to the Superintendent or designee within 40 workdays of the act or omission of an act giving rise to the grievance. The grievance will then be deemed to be at Level Three of the grievance process.

16.7 The provisions of this Article shall be implemented in compliance with all relevant laws and regulations, including in areas such as STRS, PERS, and employment versus independent contractor.

ARTICLE 17
GRIEVANCE PROCEDURES

17.0 Definition

17.0.1 A “grievance” is a claim by a claimant that there has been violation, misapplication, or misinterpretation by the District of any of the provisions of this Agreement or Series 4000 of the Board Policies and Regulations and/or law or other policies/regulations related to certificated employee’s working conditions. The inclusion of the Board Policies and Regulations and/or law or other policies/regulations related to certificated employees’ working conditions within the provisions of this grievance does not mean that they are within the scope of the contract, but that these policies/regulations and law may be grieved at the same manner as issues within this contract.

17.0.2 A “claimant” is a person or persons, including the Association or representatives thereof, making a claim.

17.0.3 A “party in interest” is any person who might be required to take action or against whom action might be taken in order to resolve the claim.

17.0.4 A “workday” is a day the District Office is open.

17.1 Purpose

17.1.1 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems affecting the welfare or working conditions of unit members which may arise. Both parties agree that these proceedings will be kept as informal and confidential as may be possible at any level of the procedure.

17.1.2 Nothing contained herein will be construed as limiting the right of any unit member having a grievance to discuss the matter informally with an appropriate member of the administration and to have the grievance adjusted without intervention by the Association, provided that the adjustment is not inconsistent with the terms of this Agreement. After Level One, if a unit member is not represented by the Association or its representative, the Association shall have the right to

be present and to state its views. All decisions will be transmitted to the Association within five days of such decisions.

17.1.3 Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered to be maximum, and every effort should be made to expedite the process. The time limits may, be extended however, by mutual agreement.

17.1.4 In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if leaving the said grievance unresolved until the beginning of the following school year could result in harm to the claimant, the time limits set forth herein may be reduced by mutual agreement so that the procedure may be completed prior to the end of the school year, or as soon as is practicable.

17.2 Procedures

17.2.1 Grievances may be presented within 40 work days of an act or the omission of an act giving rise to the grievance. The claimant may request a representative from the Association to be present during the grievance procedure steps. Further, a claimant may have the option of either self-representation or representation by the Association. In any event, no resolution of the grievance will be inconsistent with the terms of this Agreement, nor will the district resolve a written grievance until the Association has received a copy of the grievance and proposed resolution and the Association has been given an opportunity to file a response. Any decision (or disposition) will be transmitted to the Association within five days of such decision.

17.3 Level One

17.3.1 A claimant will first discuss the grievance with the immediate supervisor, either directly or through the Association's designated Grievance representative, with the objective of resolving the matter informally.

17.4 Level Two

17.4.1 If the claimant is not satisfied with the disposition of the grievance at Level One, the claimant may present a statement of grievance in writing to the claimant's immediate supervisor within 20 work days of the incident(s) of grievance.

17.4.2 Grievances reduced to writing at Level Two shall include statements indicating:

17.4.2.1 How the individual employee or the Association was adversely affected;

17.4.2.2 The specific section of the contract allegedly violated;

17.4.2.3 The type of remedies sought by the employee or Association to resolve the grievance.

17.5 Level Three

17.5.1 If the claimant is not satisfied with the disposition of the grievance at Level Two, or if no written decision has been rendered within five days after presentation of the written grievance, the claimant may file the grievance in writing simultaneously to the President of the Association and the Superintendent within 10 days after receiving the written decision at Level Two.

17.5.2 Within 10 days after receipt of the written grievance by the Superintendent, the Superintendent or his designee will meet with the claimant and/or representative of the Association in an effort to resolve it.

17.6 Level Four

17.6.1 If the claimant is not satisfied with the disposition of the grievance at Level Three, or if no written decision has been rendered within 10 days after the last meeting with the Superintendent or the Superintendent's designee, the claimant or the claimant's conferee may, within 10 days after a decision by the Superintendent or his designee, appeal the

decision in writing to the Board of Trustees. Either party may declare in writing a meeting as “the last meeting.” Within 10 days after receiving the written grievance, the Board of Trustees, will meet with the claimant and/or a representative of the Association in an effort to resolve the grievance.

17.6.2 The decision of the Board of Trustees shall be rendered in writing to the claimant within 30 days of the last meeting, with copies to the Superintendent, immediate supervisor, and Association. The decision of the Board of Trustees shall be binding to the extent that no rights of the aggrieved to further legal action are abrogated.

17.7 Rights of Unit Member to Representation

17.7.1 No reprisals of any kind will be taken by the Superintendent or by any member or representative of the administration or the Trustees against any claimant, any party of interest, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

17.7.2 A unit member may have the option of either self-representation or representation by the Association. After Level One, if a teacher is not represented by the Association or its representative, the Association shall have the right to be present and to state its views. All decisions will be transmitted to the Association within five days of such decision.

17.8 Miscellaneous

17.8.1 If a grievance arises from action or inaction on the part of the member of the administration at a level above the principal or immediate supervisor, the claimant shall submit such grievance in writing to the Superintendent and the Association directly, and the processing of such grievance will be commenced at Level Three. The Association may process such a grievance through all levels of the grievance procedure, even though the individual person does not wish to do so.

17.8.2 Decisions rendered at Levels Two, Three, and Four of the grievance procedure will be in writing setting forth the decisions and the reasons

therefore and will be transmitted promptly to all interested parties and to the President of the Association. Time limits for appeals provided in each level shall begin the day following receipt of the written decision by the interested parties.

17.8.3 When it is necessary for a representative designated by the Association to investigate a grievance or attend a grievance meeting or hearing during the school day, the designee, upon notice to the immediate supervisor by the President of the Association, shall be released without loss of pay in order to permit participation in the foregoing activities. Any unit member who is requested to appear in such investigations, meetings, or hearings as a witness will be accorded the same right. An effort will be made to keep all proceedings to a minimum and to extent possible, will be held after class hours.

17.8.4 All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.

17.8.5 Forms of filing grievance, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be prepared jointly by the Superintendent and the Association, and appropriately distributed by the Association so as to facilitate operation of the grievance procedure. The cost of preparing such forms will be borne by the District.

17.8.6 Conferees and parties shall have access to records and files related to the grievance in which they are involved.

17.8.7 The Association may initiate and process any grievance through all levels of the grievance procedure to the conclusion.

ARTICLE 18
JOB SHARING

18.0 Definition

18.0.1 Job sharing shall refer to two permanent unit members sharing one assignment, in any grade TK-5th.

18.1 A job share may only be granted to currently employed unit members who have jointly requested to collaborate in a shared classroom setting and provide a coherent learning experience for all students in that class. No job sharing may be administratively mandated for any reason.

18.2 Responsibilities of an assignment by two job sharers may be divided and/or allocated according to a plan designated by job sharers, with the concurrence of their immediate supervisor. This shall include, but not be limited to, regular attendance at staff meetings, District meetings, parent conferencing, IEP/504/SST student meetings, etc.

18.3 Job sharing unit members shall be placed appropriately on the teacher's salary schedule, receive one step increment for each year of service, be given appropriate added increments for advanced degrees or longevity, and receive that same pro rata District-paid fringe benefits provided a full-time member. Job-share absences will be covered by the job-share partner whenever feasible to maintain consistency for students.

18.4 A job sharer who has been a full-time staff member and who wishes to return to a full-time assignment in the subsequent year, must so inform the Superintendent by January 20. The District shall return a job sharer to a full-time assignment with notice by June 1. If a transfer must take place, the transfer policy shall apply.

18.5 Unit members requesting a job share, whether a new request or a renewal, must submit a written request by January 20 of each year. Any such request requires the approval of the Superintendent in order to initiate or continue a job share arrangement.

ARTICLE 19

SAVINGS

- 19.0 If any provision of the agreement or any application thereof to any unit member or group of unit members is held to be contrary to law by the Public Employment Relations Board or a court of competent jurisdiction, such provision or application will not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
- 19.1 Upon request of either party, a meeting will be held within 20 days for the purpose of bringing the contract into compliance into law. The time limit may be extended by mutual consent of both parties.

ARTICLE 20

LAI D OFF EMPLOYEES

- 20.0 Any permanent or probationary unit member who has been released from employment for reasons other than disciplinary or incompetency pursuant to formal layoff process under the Education Code will be defined as a laid off employee.
- 20.1 A laid off employee shall have the option to continue in the District's health and welfare program at his/her own expense for up to three (3) years provided the fringe carrier agrees. There will be no monthly service charge to the laid off employee. Employees given preliminary notice of possible layoff shall be provided up to an additional five (5) personal necessity days for the purpose of attending job interviews.
- 20.2 The Association will be given a seniority list of laid off employees within five (5) work days after preparation.
- 20.3 Although they are not employed, laid off unit members on the statutory 24 or 39 month reemployment list, or the Association on their behalf, may grieve alleged violations of this article by submitting a written grievance to the Superintendent or designee within 40 workdays of the act or omission of an act giving rise to the grievance. The grievance will then be deemed to be at Level Three of the grievance process.

ARTICLE 21
CONTRACT VARIANCE

21.1 A school site may establish exceptions for itself to a provision of this Agreement by meeting all the following requirements:

21.1.1 The certificated staff at the site must attempt to reach a consensus on the proposed exception. If consensus cannot be reached, then 70% of the certificated staff must support the proposed exception, in order for that exception to go into effect.

21.1.2 The exception to the contract must be reduced to writing, including a precise description of the replacement concept, and a specific expiration date for the exception.

21.1.3 Following approval by consensus or 70% vote, this proposal shall be submitted to the SCTA President and District Superintendent for review.

21.1.4 The Association President will present the variance plan to the Executive Board for approval. The District Superintendent will present the plan to the Board of Education.

21.1.5 Upon review of the variance plan by both parties as presented above, the plan will be implemented according to its provision.

21.1.6 In the event the proposal is not passed by either or both parties, the faculty at the participating school may amend and resubmit the proposal following the procedures above.

21.2 The provisions of this Article do not apply to the consultation set forth in section 12.0 (Class Size).

ARTICLE 22

COMPLETION OF MEET AND NEGOTIATE

- 22.0 The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties hereto. The terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written amendment executed according to the provisions of this Agreement. This Agreement terminates and supersedes those past practices, agreements, procedures, traditions and rules or regulations inconsistent with any matters covered herein. However, existing policies, rules, regulations, practices and procedures which are consistent with this Agreement are not modified. The parties agree that during the negotiations which culminated in this Agreement, each party enjoyed and exercised without restraint, coercion, intimidation, or other limitation, the right and opportunity to make demands and proposals and counterproposals with respect to any matters covered herein.
- 22.1 During the term of this Agreement, except as specifically provided in Article 1 (Agreement) section 1.3, the District and the Association expressly agree that they shall not be obligated to meet and negotiate with respect to any subjects or matters whether or not referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn. However, the parties by mutual agreement may negotiate any matter within the scope of negotiations. All matters not specifically enumerated within the provision of this Agreement shall be deemed to be the sole decision of the Board of Trustees.

APPENDIX A

**CERTIFICATED STIPEND SCHEDULE
(For Pre-approved Activities)**

ANNUAL STIPENDS :

- Band/Orchestra: \$2000 (Payable 50% January 30 & 50% June 30)
- BTSA Mentor Teacher: \$2000 (Payable 50% January 30 & 50% June 30)
- Curriculum Coach/Mentor: \$2000 (Payable Monthly)
- Hiring Incentive Stipend: \$2000 (Payable Monthly)
- Yearbook Coordinator: \$1500 (Payable 50% January 30 & 50% June 30)
- ASB Leadership Coordinator: \$1500 (Payable 50% January 30 & 50% June 30)
- Outdoor Education Coordinator: \$1000 (Payable 50% January 30 & 50% June 30)

DAILY STIPENDS:

- Daily Stipend for full day retreat/meeting: \$240
- Overnight Daily Stipend: \$150

HOURLY STIPENDS:

- Hourly - \$40
- Substitute coverage during prep period: Unit member’s hourly rate: Per Diem/6

TRANSFER/REASSIGNMENT STIPENDS:

10.6 Assignment & Transfer Remuneration Table:

Assignment	Voluntary	On Time	Nothing
		Late	2 sub days or equivalent in sub compensation*
	Involuntary	On Time	2 sub days or 2 days of A-1 salary**
		Late	3 sub days or 3 days of A-1 salary**
Transfer	Voluntary	On Time	Assistance to physically move materials & equipment.
		Late	Assistance to physically move materials & equipment and 2 sub days or equivalent in sub compensation*
	Involuntary	On Time	Assistance to physically move materials & equipment and 2 sub days or equivalent in sub compensation*
		Late	Assistance to physically move materials and equipment and 3 sub days or equivalent in sub compensation*

* Or some combination of both, at the employees’ discretion, but only in 1 day increments.

**Or some combination of both, at employees’ discretion; however, A1 salary cannot be converted to additional sub days.

Employee may receive remuneration for both Reassignment & Transfer if employee was both reassigned and transferred as appropriate.