

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**STOCKTON UNIFIED SCHOOL DISTRICT**

**AND**

**STOCKTON TEACHERS ASSOCIATION**



***SEPTEMBER 1, 2002 – AUGUST 31, 2005***

# **COLLECTIVE BARGAINING AGREEMENT**

**Between**

**Stockton Unified School District**

**and**

**Stockton Teachers Association**

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## **1. AGREEMENT/RECOGNITION**

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

## 2. CLASS SIZE

### 2.1 Application

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

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

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

2.3 <u>Averages and Maximums</u>	<u>District Averages</u>	<u>Maximum Class Size</u>
<u>Elementary</u>		
Kindergarten	30	32
Primary Grades 1, 2, 3	30	32
Intermediate Grades 4, 5, 6	30	33
<u>Secondary</u>		
Middle School General*	30	35
Middle School P.E.	45	47
Middle School Typing	40	43
Cadet Corps	60	68
English	30	32
Social Studies	30	32
General Education	30	32
Math	30	32
Science	30	32
Foreign Language	25	30
Reading	25	28
Business	30	32
Typing	43	45
Drafting	30	32
Voc. Shop	30	35
Music (except performance)	30	32
Art	30	32
P.E.	45	47
Hygiene	30	32

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

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

2.3.2 The Pregnant Minor Program (currently at Gateway) shall have a maximum class size of 32.

#### 2.4 Payment for Exceeding Limits (Overages)

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

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

2.4.2 At the beginning of any other semester or trimester, as the case may be, the District has ten (10) instructional days to make adjustments without paying any overage payments. Beginning on the eleventh (11<sup>th</sup>) day, overages will be paid to the instructor retroactive to the first day of the overage.

2.4.3 At any other times of the year, overage payments will begin on the eighth (8<sup>th</sup>) instructional day of the overage, retroactive to the first day of the overage.

#### 2.5 Special Education - Individuals with Exceptional Needs

2.5.1 For every two (2) pupils identified as IWENs (Individuals with Exceptional Needs) who are either enrolled at the secondary level or assigned at the elementary level on a permanent basis to the regular classroom, the limits in Section 2.3 shall be reduced by one (1). This provision does apply to assignment of all special day students to the regular classroom teacher, and to students designated as "watch and consult." This provision does not apply to "DIS" (designated instruction and services) students.

2.5.2 The number of IWENs in any regular teacher's class shall not exceed twenty-five percent (25%) of the "Maximum Class Size" listed in 2.3 herein. If the 25% limit is exceeded, the payment provisions of 2.4 shall apply to any overage.

2.5.3 Special Day Classes shall average no more than twelve (12) pupils, and shall have a maximum of fourteen (14) pupils. Resource Specialist Programs shall have a maximum of twenty-eight (28) pupils.

### 3. EVALUATION

- 3.1 The evaluation of teachers shall be conducted in accordance with the procedures in this Article using the forms in Appendix E. The mission and objectives of the District and the Association are to achieve and maintain a high quality of education and to provide assistance to teachers so improvement can take place.
- 3.2 The grievance procedure (see Article 5) shall be utilized for disputes arising over the procedural matters only. Content of the evaluation shall not be subject to the grievance procedure. Where a question of content versus procedure is involved, such question shall be determined by the grievance procedure. The arbitrator shall have the authority to rule on other issues related to evaluation by mutual agreement of the parties.
- 3.3 By written agreement between the permanent teacher and the evaluator, the timelines, observations, forms, records and conferences may be waived or reduced. Provisions of Article 3 may not be waived or altered for probationary or temporary teachers.
- 3.4 The District shall evaluate and assess teachers as provided in the Education Code and as is reasonably related to the California Standards for the Teaching Profession.
- 3.4.1 California Standards for the Teaching Profession
1. Engaging and Supporting All Students in Learning
  2. Creating and Maintaining Effective Environments for Student Learning
  3. Understanding and Organizing Subject Matter for Student Learning
  4. Planning Instruction and Designing Learning Experiences for All Students
  5. Assessing Student Learning
- 3.4.2 The following areas shall be evaluated through examples and comments by the District:
- 3.4.2.1 Developing as a professional educator
- 3.4.2.2 The performance of other duties adjunct to the teacher's assignment.
- 3.4.3 The District shall provide teachers with a copy of the "California Standards for the Teaching Profession, Resources for Professional Practices."
- In-service training shall be made available for teachers during the 2000-2001 school year.
- 3.4.4 For non-instructional unit members, such evaluation and assessment shall be based upon the fulfillment of established job responsibilities, that are based on

actual observation of the job-related activities. Format of the evaluation may be mutually agreed to by the permanent teacher and evaluator.

- 3.4.5 The format, location, and timing of development of the teacher's written evidence of planning is the professional prerogative of the teacher, except as provided in this Article. Access to the written evidence of planning shall be at the discretion of the teacher, except as provided in this Article. If the evaluator finds that evidence of planning is unsatisfactory, and so indicates on the Observation/Conference Checklist form, then the evaluator can request that written evidence for planning (with the format to be determined by the teacher) be reviewed by the evaluator with the teacher during the teacher's regular working day on a weekly basis. Such review shall be terminated when the subsequent observation indicates that planning is now satisfactorily in evidence, or by mutual agreement of the evaluator and the teacher, whichever occurs first.
- 3.4.6 It is the professional responsibility of each teacher to make appropriate lesson and unit plans for instruction of students. The administrator and/or the evaluator may review lesson or unit plans during the following instances:
- a) Up to four (4) times per year during the year when a teacher is being evaluated;
  - b) When evidence of planning is a concern to the administrator during the non-evaluation year, and the administrator concludes, in writing, based on two (2) classroom observations of at least twenty (20) minutes each, that evidence of planning is lacking; and
  - c) During the implementation year of District-wide curricular changes, to assist the teacher to adhere to curriculum standards, the administrator may review a unit plan up to two (2) times.

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

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

### 3.5 Evaluation Process

- 3.5.1 Evaluation and assessment made pursuant to this Article shall be in writing and a copy will be provided to the teacher. The teacher shall receive a final evaluation of Commendable, Satisfactory, Needs Improvement, or Unsatisfactory. The evaluation shall include commendations, as well as recommendations, as appropriate, as to areas of improvement in the performance of the teacher.
- 3.5.2 Evaluation and assessment of the performance of each certificated employee shall be made on a continuing basis, once each school year for temporary/probationary

personnel and every other year for permanent personnel, except as provided in this Article. When any permanent, certificated employee has received a final evaluation of Unsatisfactory, the District shall evaluate the employee in the subsequent year, subject to the remaining provisions of this Article.

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

At the meeting, the evaluator and the teacher(s) will review the evaluation criteria, the California Standards for the Teaching Profession on the Pre-Observation Conference Form, the facilitating support requirements to be provided by the evaluator, and the plans for monitoring the teacher's performance status. The evaluator may ask for lesson or unit plans based on curricular goals or objectives no more than once per quarter, unless there is evidence of poor planning pursuant to Section 3.4.6 of this Article.

- 3.5.4 Two (2) formal observations at least thirty (30) minutes in length shall be scheduled during the evaluation period for all certificated personnel. The time and date of the first observation shall be announced to the teacher at least two (2) working days in advance of the observation. The teacher has the right to initiate the time and date of this first announced observation. Additional classroom observations, with or without notice, may be conducted at the discretion of the evaluator or at the request of the teacher. When any observations are reduced to writing, the teacher shall receive a copy of the Observation/Conference Checklist and the Evaluator's Notes of Observation; a conference shall follow, and the teacher shall have the right to attach a written response.

- 3.5.5 For the announced observation, a pre-observation conference shall be held with the evaluator and the teacher within the first thirty (30) working days of the school year and at least (2) working days prior to the observation. The evaluator shall provide a copy of the Pre-Observation Conference Form to the teacher prior to the conference. The teacher shall bring the completed form to the pre-observation conference. At the pre-observation conference, the teacher and evaluator shall review and complete the rest of the Pre-Observation Conference Form. The teacher shall select one (1) element from each of the five (5) standards on the evaluation form as evaluation criteria. The evaluator shall select one (1) additional element from each of the five (5) standards on the evaluation form as additional evaluation criteria. Nothing herein shall exclude the right of the evaluator to comment upon and discuss, but not reduce to writing, observations concerning other indicators of performance. The teacher and the evaluator shall review and discuss lesson or unit plans at the pre-observation conference.

- 3.5.6 A post-observation conference shall occur within three (3) working days after the observation. At the post-observation conference, the evaluator will present the completed Post-Observation Conference Form and Observation/Conference

Checklist to the teacher. The teacher shall have the right to attach a written response to the Observation/Conference Checklist and the Post-Observation Conference Form.

3.5.7 For unannounced observations, the evaluation criteria shall be the same as indicated by the teacher and evaluator for the announced observation. The same Post-Observation Conference Form as for the announced observation shall be completed.

3.5.8 The Final Evaluation form shall be completed based on the completed observations (at least two). The Final Evaluation shall be presented to the teacher and the teacher shall sign the evaluation, indicating that he/she received the Final Evaluation.

### 3.6 Teacher's Access To Documentation

During an observation, the evaluator shall make contemporaneous notes on the form Evaluator's Notes of Observation attached as Appendix E. A completed copy of the Evaluator's Notes of Observation shall be provided to the teacher being evaluated within three (3) working days. The evaluator has the option to re-write the notes of observation before providing the notes to the teacher. No other notes regarding the classroom observation shall be retained, except those provided to the teacher. Copies of any other documentation on which the evaluation is based will also be provided to the teacher. The teacher shall have the right to initiate a written response to any written observation. Such response shall become a permanent attachment to the written observation.

### 3.7 Permanent Teachers' Participation in PAR

If a permanent teacher's final evaluation contains unsatisfactory, in two or more of the California Standards for the Teaching Profession (3.4.1, 1-5); the teacher shall be referred to the Peer Assistance and Review Program (PAR), and the permanent teacher shall be required to participate in PAR, as outlined in Article 26. Additionally the permanent teacher's evaluator shall complete a specific plan for improvement, consistent with the PAR, program that will assist the teacher in correcting the unsatisfactory performance.

### 3.8 Final Evaluation

The written evaluation shall be completed and filed with the Human Resources Office no later than thirty (30) calendar days prior to the end of the teacher's school year. An evaluation conference shall be held between the evaluator and the teacher no later than five (5) working days before the final evaluation report is due to be filed. The teacher shall be provided a copy of the written evaluation and all other documentation upon which the evaluation is based. The teacher shall have the right to initiate a written response to the evaluation. Such response shall become a permanent attachment to the evaluation for placement within the teacher's personnel file. The teacher shall have three (3) working days to attach the response.



### 3.9 Right To Second Evaluation

- 3.9.1 If any permanent teacher receives an unsatisfactory final evaluation, the teacher shall have the absolute right to request, in writing, one (1) additional observation, conference and written evaluation. Such second observation, conference, and written evaluation shall be conducted by a different evaluator who is at a level comparable to or above the level of the first evaluator. Such second evaluator shall be selected by the head administrator of Educational Services at his/her sole discretion.
- 3.9.2 The request must be made by the teacher within five (5) working days after receipt of the final evaluation. The request shall be made to the Associate Superintendent for Educational Services, who shall appoint a second evaluator within five (5) working days from receipt of the request by the teacher. The second evaluator must complete an observation, conference and written evaluation by the teacher's last working day. The request for a second evaluation shall be made on the appropriate form (see Appendix E).

**4. FRINGE BENEFITS**  
For 2002/03 and 2003/2004

4.1 Health Benefit Allowance

Effective July 1, 1994, or as soon thereafter as feasible, and continuing throughout the term of the Agreement, the District will offer each eligible teacher a choice of Kaiser HMO medical plan or PacifiCare (HMO and POS). The District will pay the full cost of the least expensive medical plan for each eligible teacher, including his/her dependents for the 2002/2003 school year and 2003/2004 school year only.

Each eligible teacher who selects the more costly HMO or POS medical plan will be obligated to pay the full difference above the least expensive medical plan. The amount of the "buy up" will be set prior to the beginning of each fiscal year and may increase over the amount for the prior fiscal year.

Each eligible teacher who selects the more costly HMO or POS medical plan shall be required to complete a payroll deduction authorization form so that the differential amount for the more expensive plan may be deducted. Failure to execute a payroll deduction form will result in cancellation of insurance for the spouse and/or the employee (as applicable) for non-payment of premiums.

4.2 Health Insurance

4.2.1 Unless otherwise agreed, the District will offer each eligible teacher a choice of at least Kaiser HMO or PacifiCare (HMO and POS) plan throughout the term of the Agreement.

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

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

4.2.4 The District shall provide retiring teachers the option to purchase health insurance coverage if retiring after reaching the fifty-fifth (55<sup>th</sup>) birthday, provided said teacher has served five (5) years in the District prior to retirement. For Early Retiree Fringe Benefits, see Article 10.5.

4.2.5 The District shall provide a spousal rebate of 50% of the lowest medical plan rate for eligible, current employees, effective within ninety (90) days of ratification which was August 21, 2003.

#### 4.3 Dental Insurance

The District will offer each eligible teacher a dental plan substantially equivalent with no reductions to current dental plan, with orthodontic. The District will pay the full cost of the dental plan for the eligible teacher, his/her spouse and dependents for the 2002-2003 school year and 2003-2004 school year only. Each covered individual will receive coverage up to \$1,500.00.

#### 4.4 Mental Health/Chemical Dependency Program

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

#### 4.5 Salary Protection Insurance

The District shall provide all teachers with an Income Protection Plan to cover the maximum salary with a 66-2/3% benefit level.

#### 4.6 Vision Care

The District will offer each eligible teacher a vision plan. The District will pay the full cost of the vision plan for the eligible teacher, his/her spouse and dependents for the 2002-2003 school year and 2003-2004 school year only.

#### 4.7 Intent

The intent of the Parties is that the District will fully fund the cost of the least expensive medical plan, the dental plan (Article 4.3), and a vision plan (Article 4.6) for the 2002-2003 school year and 2003-2004 school year only. The District will not fund any of the "buy up" for the more costly HMO or POS medical plan.

#### 4.8 Plan Contracts

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

#### 4.9 Tax Sheltered Annuities

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

4.10 Temporary Teachers

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

4.11 Bereavement Period

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

4.12 Medicare

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

4.13 Internal Revenue Code Section 125 Plan

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

## **4. FRINGE BENEFITS** **For 2004/2005**

### 4.1 Health Benefit Allowance

Effective July 1, 1994, or as soon thereafter as feasible, and continuing throughout the term of the Agreement, the District will offer each eligible teacher a choice of Kaiser HMO medical plan or PacifiCare (HMO and POS).

For 2004/05 the District will pay a health benefit allowance (including medical, Employee Assistance Program, vision, chiropractic and dental) of \$661.91 effective July 1, 2004. The health benefit allowance will be negotiated in subsequent years as part of total compensation.

If the cost of health benefits exceeds \$661.91 in 2004/05, each eligible teacher will contribute 50% and the District will also contribute 50% of the increase above \$661.91 per month to his/her health benefit coverage. This 50%/50% split only will sunset on June 30, 2005, and the health benefit allowance will return to \$661.91.

Each eligible teacher who selects the more costly HMO or POS medical plan will be obligated to pay the full difference of the buy-up after the 50/50 split is calculated.

Each eligible teacher who selects the more costly HMO or POS plan shall be required to complete a payroll deduction authorization form so that the differential amount of the buy-up after the 50/50 split is calculated may be deducted. Failure to execute a payroll deduction form will result in cancellation of insurance for the spouse and/or the employee (as applicable) for non-payment of premiums.

### 4.2 Health Insurance

4.2.1 Unless otherwise agreed, the District will offer each eligible teacher a choice of at least Kaiser HMO or PacifiCare (HMO and POS) plan throughout the term of the Agreement.

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

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

4.2.4 The District shall provide retiring teachers the option to purchase health insurance coverage if retiring after reaching the fifty-fifth (55<sup>th</sup>) birthday, provided said teacher has served five (5) years in the District prior to retirement. For Early Retiree Fringe Benefits, see Article 10.5.

4.2.5 The District shall provide a spousal rebate of 50% of the lowest medical plan rate for eligible, current employees.

#### 4.3 Dental Insurance

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

#### 4.4 Mental Health/Chemical Dependency Program

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

#### 4.5 Salary Protection Insurance

The District shall provide all teachers with an Income Protection Plan to cover the maximum salary with a 66-2/3% benefit level.

#### 4.6 Vision Care

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

#### 4.7 Intent

The District will not fund any of the "buy up" for the more costly HMO or POS medical plan.

#### 4.8 Plan Contracts

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

#### 4.9 Tax Sheltered Annuities

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

4.10 Temporary Teachers

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

4.11 Bereavement Period

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

4.12 Medicare

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

4.13 Internal Revenue Code Section 125 Plan

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

## 5. GRIEVANCE PROCEDURE

### 5.1 Definitions

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

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

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

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

### 5.2 Procedure

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

#### 5.2.2 Level One: Immediate Supervisor Hearing

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

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



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

5.2.3 Level Two: Superintendent/Designee Hearing

5.2.3.1 Within ten (10) work days after receipt of the Level One decision, or if no written decision has been rendered within five (5) days after the hearing with the immediate supervisor, the aggrieved person, if not satisfied with the disposition of the grievance at Level One, shall file the grievance in writing simultaneously with the President of the Association and the Superintendent. The Association may file an organizational grievance, or class grievance, at this level within fifteen (15) work days after the Association knows or should have known of an occurrence giving rise to the grievance.

5.2.3.2 Within five (5) work days after the receipt of the written grievance, the Superintendent, or a designee, will meet with the aggrieved person and a representative of the Association, if any, in an effort to resolve the grievance. Immediately after the hearing and prior to decision, the Association will be informed of any proposed resolution and allowed two (2) work days to file a response if not representing the aggrieved person.

5.2.3.3 A decision within ten (10) work days of the hearing above shall be rendered setting forth the decision and the reasons therefore, and will be transmitted promptly to the aggrieved parties and to the President of the Association.

5.2.4 Level Three: Conciliation

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

5.2.4.1 The Association, if concurring with the grievant's request to seek conciliation, will request the California Mediation and Conciliation Service to provide a conciliator to assist the Association and the District to resolve the grievance. Copies of the written request to the Conciliation Service will be sent to the Superintendent and the grievant when the request is made.

5.2.4.2 The California Mediation and Conciliation Service will appoint a mediator (who shall be mutually acceptable to the District and Association) within ten (10) work days of receipt of letter, who shall attempt to resolve the grievance. If for any reason the California Mediation and Conciliation Service fails to or refuses to act as provided herein, the Parties shall meet and seek alternative conciliation methods.

5.2.4.3 The mediator shall not make written or public recommendations relative to the grievance.

#### 5.2.5 Level Four: Arbitration

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

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

5.2.5.1 The Association and the District shall attempt to agree upon an arbitrator. If no agreement can be reached, either party may request that the State Mediation and Conciliation Service supply a panel of five names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the arbitrator. The order of the striking shall be determined by lot. Both Parties agree to move expeditiously to arbitration. No later than two (2) weeks prior to the scheduled arbitration, representatives will meet in person or by telephone to attempt to agree on a submission statement of issues.

5.2.5.2 The arbitrator's decision will be in writing and will set forth findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which is in violation of the terms of this Agreement. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursement or other remedies as are judged to be proper. The decision of the arbitrator will be

submitted to the Superintendent and the President of the Association and will be final and binding upon the parties.

5.2.5.3 By mutual agreement, the parties may request an expedited arbitration process, according to the American Arbitrators Association (AAA) Expedited Labor Arbitration Rules.

5.2.5.4 All costs for the services of the arbitrator, including, but not limited to, per diem expenses, travel and subsistence expenses and the cost of any hearing room, will be borne equally by the District and the Association. All other costs will be borne by the party incurring them. Ordinarily, transcripts shall not be required. If requested, the party making the request shall bear the cost.

### 5.3 Rights of Teachers to Representation

5.3.1 An aggrieved person may be represented by the Association at any step or may proceed without representation through Level Two. If an aggrieved person is not represented by the Association, the Association shall have the right to be present at any hearing and at the adjustment.

5.3.2 No reprisals of any kind will be taken by the District or the Association against any aggrieved person or other participant in the grievance procedure by reason of such participation.

### 5.4 General Provisions

5.4.1 The Association may process a grievance when it is selected as representative through all levels of the grievance procedure even though the grievant does not wish to do so. Failure on the part of any aggrieved person(s) to process or pursue a grievance shall not serve to establish a precedent.

5.4.2 When it is necessary for a representative designated by the Association to investigate a grievance or attend a grievance meeting or hearing during the day, she/he will, upon notice to his/her principal or immediate supervisor by the President of the Association, be released for a reasonable period of time without loss of pay in order to permit participation in the foregoing activities. Any aggrieved person who is required to appear in such investigations, meetings, or hearings as a witness will be accorded the same right.

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

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

- 5.4.5 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may arise. These proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- 5.4.6 Nothing contained herein will be construed as limiting the right of any aggrieved person having a grievance to initiate a discussion of the matter informally with an appropriate member of the administration and to have the grievance adjusted without intervention by the Association, provided that the adjustment is consistent with the terms of this Agreement and that the Association has been given an opportunity to be present at such adjustment and to state its views.
- 5.4.7 The time limits specified at each level shall be considered to be maximums and every effort shall be made to expedite the process. The time limits may be extended by mutual agreement of the aggrieved person and the Superintendent or designee. Though time limits are tolled during the summer, except for grievances filed during the summer session, the procedure shall continue so long as all parties and witnesses are available.
- 5.4.8 At any stage of the procedure, Association representation may be limited to one (1) person who may be on release time.
- 5.4.9 The date of receipt of each writing required pursuant to this procedure shall be determined as follows:
- 5.4.9.1 The day such writing is personally delivered to the recipient or the day after such writing is deposited in the United States certified mail, addressed to the recipient at the last known home address.
- 5.4.9.2 For purposes of this procedure, the term “writing” shall include the grievance, the grievance appeal, the answer to the aggrieved person or grievance appeal or any other required writing.
- 5.4.10 The presence of advisors may be requested at any stage of the procedure by either of the parties.
- 5.4.11 Any request for necessary and relevant information should normally be made at Level One. Only related matters may be subsequently introduced.
- 5.4.12 Either party, through appropriate representatives, shall have the right to written discovery from the aggrieved person or the other party.
- 5.4.13 Disposition of grievances shall not be reflected in any way in the evaluation of aggrieved persons.
- 5.4.14 Information pertaining to the filing and resolution of a grievance shall not become part of an aggrieved person's official personnel file.

## 6. TEACHING HOURS

### 6.1 Regular Teacher Work Day

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

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

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

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

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

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

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

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

#### 6.1.3 Kindergarten Schedule

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

### 6.2 Intermediate Resource Days

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

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

- 6.2.3 A resource day shall be defined as time for professional preparation and/or growth.
- 6.2.4 The individual teacher and the site administrator shall mutually agree on the program of resource day(s) utilization.
- 6.2.5 Resource days may be utilized for activities to include, but not limited to:
1. Curriculum Development
  2. Professional Improvement
  3. School Visitations
  4. Workshops
  5. Research and Writing
- 6.2.6 Resource days shall not be used for personal business, recreation or entertainment.
- 6.2.7 Selected resource days shall be subject to the availability of substitutes in the District.

### 6.3 Elementary Planning and Preparation

- 6.3.1 Regular elementary classroom teachers, resource classroom teachers and Special Education teachers teaching special day classes only, grades K - 6, shall receive up to \$650 per year for voluntary participation in planning and preparation, scheduled outside the regular work day for purposes of upgrading curriculum knowledge, sharing teaching skills and strategies, record keeping, reports and lesson planning. Payment shall be made at the end of each semester. The regular time for this planning and preparation shall be determined at each site by the site liaison committee and the site administrator. Teachers are not required to sign in for preparation time.
- 6.3.1.1 Effective July 1, 2003, all elementary teachers who spend 60% of their time instructing students will receive an elementary preparation stipend of up to \$650.00
- 6.3.1.2 Effective July 1, 2004, Elementary Planning and Preparation stipend for elementary teachers will increase to \$1,000.00 per year.
- 6.3.2 Compensation shall be for one (1) hour per regular work week at the hourly rate in Section 18.14 (see Appendix J) herein.
- 6.3.3 Exceptions

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

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

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

6.3.3.2 Any expenses incurred under Section 6.3.3 shall be deducted from the teacher's maximum stipend (\$650).

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

#### 6.4 Faculty Meetings

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

#### 6.5 Reporting Time

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

#### 6.6 Consecutive Time

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

#### 6.7 Double Sessions

Should the District schedule double sessions, each teacher shall be assigned to only one (1) session. Kindergarten shall not be considered as being double sessions.

#### 6.8 Secondary Seven-Period Student Day

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

- 6.8.2 Staffing of such periods shall be made utilizing volunteers first. If more than one qualified volunteer applies, the applicant with the highest District seniority within the department shall receive the assignment.
- 6.8.3 Involuntary staffing of such periods shall be made according to reverse seniority within departments.
- 6.8.4 No teacher shall be involuntarily assigned to a class scheduled before the first regular period of the day.
- 6.8.5 The six (6) periods (five [5] instructional and one [1] preparation) assigned to a teacher shall be contiguous.
- 6.8.6 For teachers assigned to the seven-period student day, staff meetings will be contiguous with those teachers' schedules.

#### 6.9 Saturday School

- 6.9.1 Teaching of Saturday School shall be considered teacher bargaining unit work.
- 6.9.2 Assignment of teachers to Saturday School shall be on the basis of interview and select at the school site.
- 6.9.3 Staffing shall be on a rotational basis among satisfactory candidates at the school site.
- 6.9.4 Class size shall be 45 students for Saturday School only. The District may assign ten (10) more students, predicated on the assumption of "no-shows."
- 6.9.5 The District shall provide readily available administrative support for purposes of discipline and required accounting.
- 6.9.6 Teachers assigned shall be paid at 70% of the teacher's daily rate, commensurate with the percentage of the regular day.

#### 6.10 Non-Required Time

- 6.10.1 No teacher shall be required to teach or assist in an evening session; there shall be no loss of benefits or salary for such refusal.
- 6.10.2 A teacher shall not be required, during his/her preparation period, to substitute for another teacher, except in an emergency.

#### 6.11 Lunch Period

Each teacher shall be entitled to at least a thirty (30)-minute duty-free, uninterrupted lunch period. The lunch period, including passing periods, shall be equivalent to the



student lunch period, and any deviations shall be with the agreement of the teacher and the site administrator.

6.12 Bathroom Breaks

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

6.13 Meeting Schedule

Meetings shall be limited to days indicated below:

6.13.1 Monday General purpose District committees called by committee chairpersons, Special Education in-service meetings.

6.13.2 Tuesday Faculty meetings, school department meetings.

6.13.3 Wednesday Professional organizational meetings called by the Association.

6.13.4 Thursday & Friday No District-called meetings.

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

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

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

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

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

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

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

the District and Association are unable to come to resolution on this matter, the prevailing practice of assigning duties shall continue.

6.14.6 Teachers in grades 1-8 shall not be required to perform before-school duties, except in emergency situations. An emergency back-up system, including what constitutes an emergency, shall be jointly developed by the Liaison Committee and the site administrator.

6.14.7 K-6 teachers shall not be required to distribute, keep records for, or collect student lunch tickets.

6.15 Non-Teaching Duties in Grade Levels 9-12

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

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

6.16.1 Each teacher may be required to attend either Back-to-School Night or Open House. Each teacher shall receive a notice from the site administrator ten (10) working days prior to the event.

6.16.2 The District shall not, except as provided herein for Back-to-School Night or Open House, assign teachers to perform duties beyond the teacher's work day.

6.16.3 A teacher may volunteer to participate in non-teaching duties which take place beyond his/her teacher work day.

6.17 In-Service

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

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

6.17.2 Teachers, excluding Special Education teachers, assigned to locations not participating in the School-Based Coordinated Program may be assigned up to six (6) hours of required in-service meetings. Such in-service meetings shall be in addition to the regular work day of teachers and subject to the following:

- a. Any in-service meeting shall be scheduled thirty (30) days in advance of presentation and announced to all affected unit members fifteen (15) calendar days prior to in-service date.
- b. In-service meetings shall be scheduled within the District and contiguous with the regular work day of unit members.
- c. No more than three (3) in-service meetings may be scheduled pursuant to this section during each year of this Agreement.

## 6.18 Calendar

6.18.1 The traditional schedule calendars shall consist of 182 days in each year of this Agreement, including (1) orientation day, 180 student contact days, and one (1) non-student contact day. The 182nd day shall be a minimum day (240 minutes).

The calendar for 2003/04 is included as Appendix C-1. The 2003/04 Year-Round School Calendar is included as Appendix C-2.

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

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

## 6.19 Staff Development

Each K-12 classroom teacher will be paid on the salary schedule for completion of three (3) days (18 hours) of staff development. If a K-12 classroom teacher fails to complete the three (3) days of staff development (each day equals 6 hours), his/her salary will be reduced by his/her daily rate for any of the three (3) days of staff development not completed. Leave provisions in Article 7 shall not be applicable to the three (3) days (18 hours) of staff development. Each K-12 classroom teacher must complete the three (3) days in order to receive all of this additional compensation and not have his/her salary reduced. For each day (6 hours) of staff development not completed, the K-12 classroom teacher will be docked his/her daily rate. This section of Article 6 will become void if at any time the funding from the State is altered or eliminated.

For the 2000-2001 school year and subsequent years, accumulation of eighteen (18) hours of approved staff development (equivalent of three (3) days) is mandatory. Each day of staff development equals six (6) hours. Any teacher paid on Appendix J who fails to complete all three [3] days of approved staff development will be docked his/her daily rate for each day six (6) hours of staff

development not completed and will lose a corresponding percentage of STRS retirement credit.

The staff development will be instructional methods, including teaching strategies, classroom management and other training designed to improve pupil performance, and academic content in core curriculum areas. The courses will be selected by the K-12 classroom teacher, subject to advance written approval by the principal (see Appendix B for Staff Development Approved Guidelines).

## 6.20 Procedure When Substitute Is Not Available

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

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

At the primary level, the site administrator or designee may select from a list of teacher volunteers on a voluntary basis to teach the additional students for the day. The substitute daily rate of pay (currently \$126.83) will be paid entirely to one (1) classroom teacher if that teacher teaches all of the additional students for the entire day, or will be split evenly if two (2) classroom teachers each teach one-half of the additional students for the entire day.

At the intermediate level, the site administrator or designee may select from a list of teacher volunteers on a voluntary basis to teach the additional students for the entire day. The substitute daily rate of pay (currently \$126.83) will be split evenly between/among the teachers.

At the secondary level, the site administrator or designee may select from a list of teacher volunteers to teach one (1) period only during his/her prep period. Each teacher who teaches one (1) period during the teacher’s prep period will be paid one fifth of the substitute daily rate of pay. Adequate teacher preparation is still the responsibility of the teacher who accepts this additional responsibility.

If a substitute teacher at the secondary level voluntarily teaches a sixth period, the substitute will be paid one fifth of the substitute daily rate of pay for the sixth period.

This procedure will not apply to adult education or any other special programs. It will apply only to the K-12 program.

Time sheets for the procedure must be submitted to the administrator on the last working day of each month. Time sheets not submitted in a timely fashion will not be paid.

## 7. LEAVES

### 7.1 Definitions

- 7.1.1 "Immediate Family" is defined as mother, father, grandmother or grandfather of the teacher or of the spouse of the teacher; and the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, or step-parent of the teacher, aunt and uncle, foster parent, and foster child, or any relative living in the immediate household of the teacher.
- 7.1.2 "Household" shall include blood relatives of the teacher or the teacher's spouse who reside in the domicile of the teacher.
- 7.1.3 "Paid Leave of Absence" means that a teacher shall be entitled:
- a. to receive wages and all fringe benefits;
  - b. to return to the same assignment which (s)he enjoyed immediately preceding the commencement of the leave, contingent upon the provisions of the Transfer Policy; and
  - c. to receive credit for annual salary increments provided during his/her leave.
- 7.1.4 "Unpaid Leave of Absence" means that a teacher shall be entitled to have the option to purchase the same fringe benefits accorded teachers who are on paid leave.

### 7.2 Class A Sick Leave

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

- 7.2.1 Regular full-time teachers shall accrue one (1) day of paid sick leave credit for each month in which they perform duties. In no case shall the teacher receive less than eleven (11) days for a regular school year.
- 7.2.2 The total days of sick leave accruing in each school year shall be credited from the first day of paid service in that school year. The District shall provide written notice to each teacher by October 15 indicating the accrued sick leave total and sick leave entitlement for the current school year.
- 7.2.3 A teacher may use credited sick leave at any time during the school year.
- 7.2.4 Regular part-time teachers shall accrue sick leave credit in proportion to the fractional equivalent of full-time in which they perform assigned duties.

- 7.2.5 Unused sick leave credit for any teacher who leaves the District prior to retirement or who retires from employment in the District shall be reported to the STRS (State Teachers' Retirement System) for the retirement benefit calculation pursuant to law.
- 7.2.6 Unused sick leave credit may be accumulated without limit and may be transferred to any other school district with a transferring teacher pursuant to law.
- 7.2.7 For summer school sick leave, refer to Section 13.6.

7.3 Class B Absence Other Than Illness

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

7.4 Leave for Compelling Personal Reasons (CPR)

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

- 7.4.1 Compelling personal reasons means any business or civic endeavor or activity which cannot be conducted before or after school and which requires the presence of the teacher. Leave for compelling personal reasons shall not be used for vacation or recreation.
- 7.4.2 A teacher shall not be required to secure advance permission to use leave for the purposes listed above. When possible, teachers shall provide at least a 24-hour notice to the District of their intention to use leave for compelling personal reasons. It is understood by the District that situations may arise that prevent teachers from providing prior notice, and teachers will not be subject to any adverse impact in these situations.
- 7.4.3 Teachers shall be required to provide verification for use of CPR leave to the Human Resources Office when requested by the Assistant Superintendent of Human Resources, or designee.

## 7.5 Extended Illness Leave

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

## 7.6 Parental Leaves

### 7.6.1 Maternity Leave

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

### 7.6.2 Pregnancy Leave

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

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

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

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

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

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

7.6.2.7 Accumulated sick leave shall be applied to the period of actual physical disability for absence made necessary by pregnancy, miscarriage, childbirth or the recovery therefrom.

7.6.2.8 The teacher's fringe benefits shall be maintained during such periods of actual temporary physical disability.



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

### 7.6.3 Child-Rearing Leave

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

- 7.6.3.1 Any teacher who is adopting a child shall be entitled to three (3) days of paid leave for the purpose of caring for the needs of the adopted child.
- 7.6.3.2 Upon request, the District may extend the child-rearing leave, provided, however, that at the end of the extension, if it is for one (1) year or less, such teacher shall be entitled to return to the same position and shall not receive credit for a second annual salary increment but shall be entitled to other benefits provided in this section.

## 7.7 Industrial Accident and Illness Leave

Section 44984 of the Education Code is supplemented as follows:

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

## 7.8 Bereavement Leave

The Superintendent or designee shall grant a paid leave of absence to a teacher in the event of the death of a member of the immediate family or the teacher's household as defined herein. Three (3) days of such leave will be granted when travel does not exceed 250 miles one way or five (5) days if travel exceeds 250 miles one way. This leave shall not be deducted from sick leave. The District will provide bereavement leave during the work day for teachers to attend a memorial service or funeral for a deceased staff member. This leave shall extend for the time necessary to attend such service in the local area and shall be subject to the availability of substitutes to cover the existing duties.

## 7.9 Jury Leave

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

## 7.10 Emergency Leave

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

sick leave at the rate of one-half day per day of emergency leave. A total of four (4) emergency leave days per school year may be authorized.

#### 7.11 Legislative Leave

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

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

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

#### 7.12 In-Service Leave

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

#### 7.13 Military Leave

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

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

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

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

7.13.5 A teacher who is called into active military duty or who is on a temporary military leave of absence, and who has been in the service of the District for a period of not less than one year immediately prior to the date on which the

absence begins, shall be entitled to receive one-tenth of his/her annual salary. The school district shall pay him/her this amount immediately upon receipt of verified information which indicates that the teacher is actually in military service and has been so for at least thirty (30) days. No more than one (1) payment shall be allowed for this leave during any one (1) fiscal year.

#### 7.14 Association Leave

##### 7.14.1 Association President's Leave

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

7.14.1.2 For the 1994/95 school year, the Association president shall be paid his/her salary and fringe benefits by the District; and the Association shall reimburse the District for one-half (1/2) of the Association President's salary, related costs, and fringe benefit expenses.

7.14.1.3 Commencing with the 1995/96 school year and thereafter, the Association President shall be paid his/her full salary and fringe benefits by the District; and the Association shall reimburse the District for the full salary, related costs, and fringe benefit expenses.

7.14.1.4 Upon termination of an Association leave, the Association President shall return to the same work site and position which he/she had immediately preceding commencement of the leave, contingent upon the provisions of Article 17, Transfer and Assignment.

##### 7.14.2 Other Association Leave

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

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

#### 7.15 Sabbatical Leaves

Leaves during any semester shall be limited to 1% of the teachers in the unit. If the number of eligible applicants does not exceed 1%, each of the applicants may be granted a sabbatical leave so long as the purpose of such leave is to pursue a program of study, research, or travel which may be of benefit to the schools as determined by the District. If

the number of eligible applicants exceeds the 1% maximum, selection may be made on the basis of District-wide seniority, subject only to the same purpose-of-program restriction referred to above.

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

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

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

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

7.15.5 Sabbatical Leave-Application Process

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

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

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

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

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

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

- 7.15.5.7 Alternates will be designated. Alternates will be notified in designated order, according to the provisions of the policy, if any sabbatical leaves are not accepted.
- 7.15.5.8 If an accepted applicant wishes to become an alternate, the first alternate will be given the sabbatical leave and the accepted applicant will be placed on the alternate list.
- 7.15.5.9 The teacher must agree to return to service in the District for a two (2) year period after the completion of the sabbatical leave.
- 7.15.5.10 Placement in the same school and position upon return from sabbatical leave shall be guaranteed in writing, contingent upon the provisions of the Transfer Policy.

#### 7.15.6 Indemnity Bond

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

Failure of a teacher to return to teach in the District for at least two (2) years immediately following his/her sabbatical leave or failure to complete satisfactorily his/her scheduled program of study and/or travel shall not result in forfeiture of his/her bond, provided such failure is due to his/her death or physical or mental disability certified by a licensed physician.

#### 7.15.7 Report of Leave

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

### 7.15.8 Short-Term Sabbatical Leaves

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

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

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

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

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

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

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

### 7.16 Other Leaves

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

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

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

## 7.17 Catastrophic Leave Program

Provided that not less than 500 days are contributed to the Catastrophic Leave Bank during the initial enrollment period described in Section 7.17.7, a catastrophic leave program shall be established to provide additional sick leave benefits for enrolled members as follows:

- 7.17.1 A teacher who is entitled to paid sick leave and who is experiencing catastrophic illness or injury is entitled to the benefits of this program if the teacher has exhausted all of his/her sick leave.
  - 7.17.1.1 The teacher must provide verification of catastrophic illness or injury in a manner acceptable to the District and must request the leave in writing.
  - 7.17.1.2 The teacher must have previously become a member of the Catastrophic Leave Program pursuant to Section 7.17.5.
  - 7.17.1.3 The benefits of this program are limited to one (1) occurrence per fiscal year.
- 7.17.2 "Catastrophic illness" or injury means an illness or injury that is expected to incapacitate the teacher for an extended period of time, and the taking of extended time off work creates a financial hardship for the teacher because he/she has exhausted all sick leave.
- 7.17.3 "Eligible leave" credits means sick leave accrued to the donating employee.
- 7.17.4 In order to be eligible for this program, the teacher must be eligible for benefits under the salary protection insurance policy. The maximum allocation from the Catastrophic Leave Bank shall be no more than the difference between the number of personal sick leave credits the employee has accumulated at the beginning of the absence, and the thirty (30) calendar days' waiting period for the income protection plan benefits to commence.
- 7.17.5 A teacher may become a member of the Catastrophic Leave Program, and thereby become eligible for receipt of benefits under the program, by filing with the Human Resources Office an irrevocable donation of one (1) sick leave credit per school year unless the assessment is suspended pursuant to Section 7.17.6. All donations must be in full-day increments and are non-refundable. Donations beyond one (1) day per fiscal year must be approved by the District.
- 7.17.6 A committee comprised of three (3) representatives from the Association shall be established. The committee shall meet with a representative from the Human Resources Office to review and approve all applications for leaves to be charged to the Catastrophic Leave Bank. In future years, this committee may determine that an assessment for that year is unnecessary. The committee shall make such



determination and notify the District not later than August 1st of each school year if the deduction of one day (1) sick leave credit is to be suspended for that year.

7.17.7 The initial enrollment period shall be January 2 through January 31, 1992. The effective date of coverage shall be February 1, 1992.

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

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

#### 7.18 Miscellaneous

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

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

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

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

#### 7.19 Family Care and Medical Leave

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

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

In any case in which both parents entitled to family care leave are employed by the District, the District shall not grant leave in connection with the birth, adoption or placement for foster care of a child that would allow the parents aggregate family care leaving totaling more than the twelve (12) weeks authorized by Board policy (see Board Policy AR 4161.8/4261.8/4361.8 for additional information).

## 8. LIAISON COMMITTEE

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

## MISCELLANEOUS

### 9.1 Professional Growth

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

growth advisor agree that the assignments qualify as professional growth domain (s) and activities in the categories defined in Section 80558(b) and (c) of Title 5, California Code of Regulations, attached hereto as Appendix F. Time spent preparing to make formal presentations in professional conferences, or as the instructor of a course, workshop, teacher center program or staff development program for teachers may be recorded. The professional growth advisor may require the employee to explain how an activity satisfies or is likely to satisfy one or more of the domains and activities defined in Section 80558(b) and (c), above.

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

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

- 9.1.8 A professional growth plan and record shall not include any portion of an activity which occurred prior to the time the employee applied for the professional clear credential, or the most recent renewal of such credential.
- 9.1.9 No professional growth advisor or other Stockton Unified School District representative shall compel an employee to pay any fee or provide any service in exchange for professional growth advice or for approval of a professional growth plan or record.
- 9.1.10 The District shall retain the initial copy of the employee's growth plan at the Human Resources Department. Any further changes to the plan shall be retained both by the advisor and employee. The records of the advisor on a given employee shall be retained and a copy turned over to any succeeding advisor.

9.1.11 By December 1 of each year, the District shall provide the Association with a list of any employees whose assignments and credentials make them subject to these professional growth requirements. Failure to provide this list or the failure to include all names subject to these requirements shall not absolve any employee of his/her responsibility to comply with the State's requirements to maintain credentials.

9.1.12 All approved professional growth college or university units or approved in-district units that meet the District's salary schedule advancement requirements shall be given credit for salary schedule advancement according to Section 18.5.

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

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

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

## 9.2 Continuing Employment After Age 70

9.2.1 Each year prior to December 15, the District shall notify unit members who will reach or are beyond the age of 70 during that year, of the requirement to declare a desire to continue in active employment into the succeeding school year.

9.2.2 The notified teachers shall declare their intention prior to the succeeding February 1.

9.2.3 The District shall not be arbitrary, capricious, or discriminatory in the application of the law that provides the opportunity for continuing employment.

9.3 Employer/Employee Relations Committee

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

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

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

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

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

9.4 San Joaquin County Outdoor Education Program

9.4.1 Teacher participation in the San Joaquin County Outdoor Education Program (Science Camp) will be voluntary.

9.4.2 If more teacher volunteers exist than are justified by the number of students attending Science Camp, then the Science Camp participation shall be rotated among the teacher volunteers with preference going to:

- a. the teacher (s) of the students attending Science Camp;
- b. the teacher who has the larger number of students attending Science Camp;
- c. the teacher with the greater District seniority.

9.4.3 Teachers who volunteer to accompany pupils to Science Camp shall be provided with meals, lodging and transportation to and from the site.

9.4.4 Class Size: Students who do not attend Science Camp shall be counted in the receiving teacher's class on a one-for-one basis as a class size overage to be paid immediately for the entire period of Science Camp using the salary formula in Section 2.4. An overage occurs when a receiving teacher (one who does not send students to Science Camp) receives additional students. For teachers who are sending students to Science Camp, an overage will not occur until the teacher receives more students than he/she sends.

9.4.5 Teachers will not be evaluated on the basis of their desire not to participate in Science Camp, nor will they be evaluated on the basis of their instructional performance at the camp.

9.5 Job Sharing

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

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

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



## 10. PART-TIME EMPLOYMENT/EARLY RETIREMENT

### 10.1 Part-time Employment

10.1.1 Upon mutual agreement between the parties, the District shall provide a voluntary part-time employment plan for teachers between the ages of 55 and 65, in accordance with the provisions of Education Code Section 44922.

10.1.2 A teacher may not participate in part-time employment under this section after age 65. Teachers in the program who reach age 65 during the school year may continue through the remainder of the school year.

10.1.3 Part-time teachers shall perform such services which shall be mutually agreed upon by the parties and which meet the needs of the District.

### 10.2 Early Retirement Options

The District shall provide a voluntary Early Retirement Plan for teachers between the ages of 55 and 65.

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

- a. have a minimum of ten (10) years of continuous service in the District in a position requiring certification;
- b. be between the ages of 55 and 65;
- c. have proposed the contract retirement voluntarily.

10.2.2 The retiree shall serve forty-five (45) days per school year and receive the same salary percentage increase as regular teachers. Retirees serving 45 days shall receive \$9,958.00. This figure shall not exceed the STRS (State Teachers' Retirement System) maximum allowable earnings. The schedule of payment shall be as requested by the retiree within the constraints of the law.

10.2.3 The retiree shall perform such services as may be mutually agreed upon by the parties and which meet the needs of the District.

10.2.4 The District shall provide not fewer than forty-two (42) slots (positions). Teachers entering this program will be provided the option of serving for two (2) years. When slots are vacant and there is District approval, retirees who have served a minimum of two (2) years may be granted additional yearly contracts.

### 10.2.5 Working Hours for 45-Day Retirees

Hours for 45-day retirees who are working at a school site shall be the same as teachers' at that school site. If a 45-day retiree travels from one site to another site, the travel time shall be counted as part of his/her work day. Forty-five day retirees who work in the District offices, Instructional Media Center, Special Education Office, or other support services buildings will have the same work hours as the staffs in those particular buildings. Forty-five day retirees' work days shall not exceed eight (8) hours in length.

10.2.6 Forty-five day retirees who wish to modify the daily work schedule must submit a request in writing and obtain approval from the Assistant Superintendent of Human Resources or designee.

### 10.3 Accumulated Sick Leave

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

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

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

### 10.4 Retirement Notice Incentive

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

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

#### 10.5.1 Teachers Hired Prior to July 1, 2003

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

### 10.5.2 Teachers Hired After July 1, 2003

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

**11. ORGANIZATIONAL SECURITY**  
**Professional Dues/Fees & Payroll Deductions**

11.1 Dues Deductions

- 11.1.1 Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees and general assessments in the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the teacher each month for ten (10) months. Deductions for teachers who sign such authorization after the commencement of the school year shall be appropriately pro-rated to complete payments by the end of the school year.
- 11.1.2 Changes in the amount of dues to be deducted shall be certified by the Association thirty (30) days before the effective date of the change. Authorization cards for payroll deductions on file with the District need not be re-solicited. If the payroll deduction of any teacher is interrupted due to an unpaid leave or for any other valid reason, that payroll deduction shall automatically be resumed when the teacher returns to service with the District. The payroll deduction of any teacher shall continue during a paid leave.
- 11.1.3 The District shall be obligated to put into effect any new or changed deductions as follows:
  - If received by the 10th of the month, it shall be deducted beginning with the next pay period, or
  - If received after the 10th of the month, it shall be deducted beginning with the next pay period.
- 11.1.4 With respect to all sums deducted by the District pursuant to authorization of the employee, whether for membership dues or equivalent fee, the District agrees to promptly remit such monies to the Association accompanied by an alphabetical list of teachers for whom such deductions have been made, categorizing them as to membership or non-membership in the Association and indicating any changes in personnel from the list previously furnished.
- 11.1.5 The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.
- 11.1.6 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 and/or any other plans or programs jointly approved by the Association and the District.

## 11.2 Employee Rights

- 11.2.1 The District and the Association recognize the right of employees to form, join and participate in lawful activities of employee organizations and the equal, alternative right of employees to refuse to form, join and participate in employee organizations as specified by the Educational Employment Relations Act. Neither party shall exert pressure upon nor discriminate against an employee in the exercise of these alternative rights.
- 11.2.2 Accordingly, membership in the Association shall not be compulsory. A teacher has the right to choose: to become a member of the Association; or, to pay the Association a fee for representation services; or, to refrain from either of the above courses of action upon the grounds set forth in Section 11.6 below.

## 11.3 Unit Members' Obligations to Exclusive Representation

- 11.3.1 A teacher who does not fall within one of the exempted categories as set forth in Section 11.6 below, and who has not voluntarily made application for membership in the Association within the thirtieth (30th) day following the date upon which said employee has commenced duties in the District as a bargaining unit member, must, as a condition of employment in the District, pay annually to the Association a representation fee as defined in Section 11.4 below.
- 11.3.2 In the event that a teacher has not paid such fee directly to the Association in one (1) lump sum cash payment within the thirtieth (30th) day following the date upon which said employee has commenced duties in the District as a teacher, the District shall begin automatic payroll deduction as provided in Education Code Section 45061 and in the same manner as set forth in Section 11.1 of this Article. There shall be no charge to the Association for such mandatory agency fee deductions.
- 11.3.3 Prior to beginning such payroll deductions, the Association will certify to the District in writing that the teacher whose pay is to be affected by the deduction has: 1) refused to join the Association; and 2) has refused to tender the amount of the agency fee as defined herein; and 3) does not qualify for an exemption under 11.6 herein.

## 11.4 Definition of Representation Fee

- 11.4.1 The representation fee to be collected from non-Association teachers shall be the amount authorized by Section 3540.1(i) (2) of the California Government Code.
- 11.4.2 Any dispute as to the amount of the representation fee shall be resolved pursuant to the provisions of Section 11.7 herein.

### 11.4.3 Exceptions

- 11.4.3.1 Full-time, non-exempt teachers hired during the school year shall pay a pro-rated representation fee. Such pro-rata share shall be based upon the number of days of actual employment for a school year as compared with the number of days available for full-time employment in the school year.
- 11.4.3.2 Part-time, non-exempt teachers and teachers on leave without pay shall pay a partial representation fee based on the categories for part-time and on-leave membership dues established by the Association. The representation fee obligation of teachers on leave without pay shall be enforced by the Association through civil suit, and no payroll deductions shall be made to cover those fees.

### 11.5 Annual Verification of Representation Fee by Association

- 11.5.1 At least twenty (20) working days prior to any requested enforcement of a representation fee from any teacher pursuant to Section 11.3 herein, the Association shall submit a written certification to the District verifying that the total amount of its representation fee conforms to this Article.
- 11.5.2 The Parties agree that such certification is a condition precedent to enforcement of the fee by the District as a condition of employment.

### 11.6 Teachers Exempted from Obligation to Pay

- 11.6.1 Any teacher may be exempted from payment of any fees to the Association if that teacher is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting an "employee organization" as defined in Section 3540.1(d) of the Government Code.
- 11.6.2 Such exempt teacher shall, as an alternative to payment of a representation fee to the Association, pay an amount equivalent to such representation fee, in one (1) lump sum cash payment, within the thirtieth (30th) day following the date upon which said teacher has commenced duties in the District as a teacher, to:
  - a. The United Way, or
  - b. The American Cancer Society, or
  - c. Any other non-religious, non-labor charitable fund mutually agreed upon by the District and the Association.
- 11.6.3 The District, upon written request from the Association, may require such exempt teacher to submit a written affidavit to the Association verifying the existence and nature of the allowable objection to payment of a representation fee and, in addition, shall require such exempt teacher to submit proof of payment of an amount equivalent to such representation fee to one of the

alternative funds or organizations listed above. Such proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment and to whom the payment has been made. Such proof shall be presented within the time limits described in 11.6.2 above.

#### 11.7 Procedure for Teachers Who Contest the Amount of Fee

11.7.1 The Parties agree that, in order to provide a uniform definition of the amount of the representation fee, any such disputes involving the amount of such fee shall first be deferred to the Public Employment Relations Board (PERB) for determination, provided that the Parties have first complied with the other provisions of this Section.

11.7.2 After the District receives the written notification referred to in 11.3.3, the District will notify the affected teacher in writing that such deductions will commence. A copy of the Association's written verification will be attached to the District's notice. Thereafter, the District will begin the deductions.

11.7.3 If, at any time, the Public Employment Relations Board determines that some or all of the fees deducted shall be held in escrow pending a determination of the correct amount of the fee, the District will deposit such amount in an escrow account. The monies held in escrow shall be released to the appropriate party upon the rendering of a final decision by the PERB.

#### 11.8 Hold Harmless and Indemnity Provision

11.8.1 The Association, as defined by this Agreement, shall hold the District harmless and shall fully and promptly reimburse the District for any fees, costs, charges or penalties incurred in responding to or defending against any claims, disputes, or challenges, which are actually brought against the District or any of its agents by a third party in connection with the administration or enforcement of any Section of this Agreement pertaining to representation fee. Such reimbursement shall include, but not be limited to, court costs, litigation expenses and attorney's fees incurred by the District.

11.8.2 Upon notice that the District is going to seek indemnification or to be held harmless under this provision, the Association shall have the right to meet with the District regarding the reasonableness and merit of any claim, demand, suit or action for which the District seeks indemnification, and shall attempt to agree whether any such action listed above in Section 11.8.1 shall be compromised, resisted, defended, tried or appealed.

11.8.3 In determining whether or not such action shall be compromised, resisted, defended, tried or appealed, the District will defer to the Association's interest if the District does not have a distinct and separate legal interest in the matter in dispute.

11.8.4 The District shall not be entitled to be reimbursed for any fees, costs, charges or penalties for which the Association was not properly notified and provided the opportunity to discuss as set forth herein; nor will the District be entitled to any such reimbursement when the District's efforts in defending against such action would be duplicative, or when the District is defending a separate and distinct legal interest, or when the District is defending an activity which is arguably subject to criminal liability on the part of any District administrator.

11.9 If the above “fair share” provision is invalidated by a court of competent jurisdiction, the following provision for maintenance of membership shall control:

Any teacher who is a member of the Association in good standing and who has voluntarily executed an appropriate dues-withholding form by the date of the ratification vote of this Agreement, and other teachers who become members and voluntarily execute an appropriate dues-withholding form, shall remain subject to the dues-withholding provisions herein for the duration of the Agreement.



## 12. PRESCHOOL PROGRAMS

12.1 All teachers shall be covered by the Agreement with the specific exceptions that follow:

12.2 Salary (see Appendix L)

12.2.1 PACE Program:

Preschool teachers in the PACE Program will be paid at an hourly rate based upon the permit teachers' salary schedule. The hourly rate is based upon a seven (7) hour day.

12.2.2 Standard Preschool Teachers:

Preschool teachers (other than PACE & Special Education) will be paid at an hourly rate based upon the permit teachers' salary schedule. The hourly rate is based upon a five (5) hour day.

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

12.4 Fringe Benefits

Every teacher who teaches 50% or more shall receive full insurance and fringe benefits granted to other teachers in the unit.

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

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

12.7 Transfers to the K-6 Program

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

12.8 Relief Periods

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

#### 12.9 Adult-Student Ratio

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

#### 12.10 Hours

The regular work day for Standard Preschool teachers is five (5) hours.

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

#### 12.11 PACE

The regular work day for PACE Preschool teachers is (7) seven hours.

#### 12.12 Pupil Attendance

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

### 13. SUMMER SCHOOL

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

### 13.8 Class Size

- 13.8.1 The class size guidelines for summer school shall be 35 to 1 at the elementary and secondary levels, with an enrollment cap of 40 pupils. Up to seven (7) days will be allowed to make class size adjustments to meet the individual class size cap of forty. Classes may be dropped when the enrollment for classes goes below 20 to 1 in an individual class.
- 13.8.2 In the event the class size cap of 40 is exceeded, a committee composed of the summer school principal (or designee), the teacher, and the president of STA (or designee) will meet to determine whether a waiver is warranted. A counselor may attend as an ex-officio member.
- 13.8.3 Overages will be paid for student enrollments over 35 and will begin on the eighth (8<sup>th</sup>) day of the overage.

### 13.9 Salary

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

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

### 13.10 Evaluation

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

### 13.11 Summer School Point System

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

Summer School Point System shall be as follows:

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

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

5 - Outstanding	Excels in all areas and greatly exceeds the requirements of the position.
4 - Above Average	Exceeds the requirements of the position and is an above average teacher.
3 - Average	Meets the requirements of the position and is an average teacher.
2 - Below Average	Meets the requirements of the position but is less than an average teacher.
1 - Marginal	Performs below the requirements of the position most times.
0 - Unsatisfactory	Performs substantially below the requirements of the position and has received an evaluation reporting this unsatisfactory performance.

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

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

## 14. TEACHER/ASSOCIATION RIGHTS

### 14.1 Facilities

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

### 14.2 Bulletin Boards

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

### 14.3 Association Business

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

### 14.4 Information Rights

14.4.1 Names and work locations of all teachers shall be reported effective October 1, and one copy will be made available to the Association on or after October 15. Upon the Association's request, the District shall provide names and work locations of all teachers.

14.4.2 Addresses and telephone numbers of teachers releasing such information shall accompany the above report as long as there is no additional cost to the District.

14.4.3 A quarterly update of personnel changes related to teachers shall be supplied to the Association during January, April, July and October, each report based upon the previous three month period.

14.4.4 No later than November 15, the District shall furnish the Association with the placement of teachers on the salary schedule as of November 1.

14.4.5 The names and assignment of temporary teachers shall be provided to the Association on a quarterly basis.

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

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

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

14.4.8 Each teacher will be notified annually of sick leave balance.

14.4.9 Contract Benefits

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

14.5 Adverse Action

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

14.6 Non-Discrimination

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

14.7 Constitutional Rights

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

14.8 Personnel Files of Teachers

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

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

#### 14.9 Complaints Regarding Teachers

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

#### 14.10 Individual Contracts

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

#### 14.11 Instructional Materials

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

#### 14.12 Access to Duplicating Facilities

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

#### 14.13 Committees and Task Forces

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

#### 14.14 Bilingual Education

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



## 15. TEACHER SAFETY

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

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

- a. SUSD Police Department
  - b. Campus Security Monitors
  - c. Security Communication Systems
  - d. Utilization of student discipline, including suspensions and expulsions, where appropriate sites shall annually review, update, and distribute to site staff procedures for dealing with life threatening situations.
- 15.2 Any teacher may submit to the District a written recommendation for suspension/expulsion from school of any student who, in the judgment of the teacher, acts in such a manner as to constitute any clear and ongoing danger to such teacher. The District shall provide such teacher a written response indicating the disposition of the recommendation.
- 15.3 To the extent permitted by law, teachers may use reasonable force to protect themselves from attack, to protect another person or property, or to quell a disturbance threatening physical injury to others.
- 15.4 Should any parent, guardian, or other person physically or verbally assault or attack any teacher in the presence of other school personnel or pupils and at a place which is on school premises or public areas adjacent to school premises or at some other place if the teacher is required to be at such other place in connection with assigned school activities, the teacher shall report the physical or verbal assault or attack to his/her immediate supervisor within twenty-four (24) hours, if possible. The administrator or his/her designee will acknowledge the receipt of the report within five (5) school days. The administrator or his/her designee will notify the unit member of the results of the investigation within a reasonable time.

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

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

- 15.15 The Association and District will work together to increase school safety. The site Liaison Committee, through the School Site Council, will help to bring safety concerns forward to the Association/District Safety Committee. For purposes of safety, the Association/District Employer/Employee Relations Committee will act as the Association/District Safety Committee.
- 15.16 All classrooms shall have an operable system of communication. Peepholes will be installed in classroom doors that do not have adequate visibility.

## 16. TEACHER TRAVEL

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

16.10 Out-of-District travel shall be governed in accordance with Board Policy, providing the Policy is consistent with the terms of this Article.

## 17. TRANSFER AND ASSIGNMENT

### 17.1 General

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

### 17.2 Definitions

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

17.2.2 A voluntary transfer is teacher-initiated.

17.2.3 An involuntary transfer is District-initiated.

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

17.2.5 A life level is one of the following:

- a. Kindergarten;
- b. Primary;
- c. Intermediate;
- d. Secondary within the same department.

17.2.6 A temporary teacher is a teacher hired and designated by the District as "temporary" pursuant to the Education Code.

### 17.3 Transfer Criteria For Pass-Over Process

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

- a. Special programs

#### 17.3.1 Special Programs

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

## 17.4 Voluntary Transfers

### 17.4.1 Eligible Teachers

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

### 17.4.2 Ineligible Teachers

Any teacher receiving two unsatisfactory performance evaluations shall be denied the voluntary transfer provision as outlined in this Agreement in the subsequent year. Temporary and substitute teachers are not eligible to participate in the voluntary transfer provision as outlined in this Agreement.

### 17.4.3 Notices

Notices of vacancies shall be published and distributed twice each school year. A request for transfer does not require the endorsement of the principal with whom the teacher is working. If a teacher is not selected for a vacancy, (s)he, upon written request, may receive a written explanation.

Notices of vacancies shall be posted on bulletin board(s) in each building in areas frequented by teachers, for the required posting period. Such notices shall be posted as soon as the District determines that a vacancy exists and shall include the position description and location, grade level or subject matter assignment and credential requirement. Copies of all certificated notices of vacancies shall be mailed to the Association at the time they are posted.

### 17.4.4 First Notice

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

### 17.4.5 Second Notice

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

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

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

#### 17.4.6 Selection

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

#### 17.4.7 Selection During First Notice

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

The site committee has the right to reject all applicants. A written justification shall be provided to the Human Resources Office if any applicant is rejected.

Participation in an interview and select process shall constitute acceptance of the position, if offered. Refusal to participate in any interview and select process will be considered as a withdrawal from all interview and select positions.

#### 17.4.8 Selection During Second Notice

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

#### 17.4.9 Voluntary Transfer Pass-Over Provision

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

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



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

17.5 Involuntary Transfers (Excessing)

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

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

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

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

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

17.5.4.1 Membership in a secondary department shall be determined by the majority of assignments within the past two (2) years and/or if this is not conclusive, within the past three (3) years. District seniority among those teachers in the department at the location being reduced shall prevail unless the school department conditions listed in Section 17.3 are adversely affected by such transfer.

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

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

#### 17.5.5 Involuntary Transfer Pass-Over Provision

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

#### 17.5.6 Exclusions

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

### 17.6 Specially Funded Positions

Specially funded positions are positions required for the staffing of particular programs or projects, and are not funded from the general fund. Specially funded positions terminate upon the expiration of the funding and or the program/project. Any teacher may volunteer to serve in a specially funded program or project for which the teacher is qualified. Selection of a teacher for a specially funded position is at the sole discretion of the District.

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

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

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

## 17.7 Assignments

17.7.1 Each teacher shall receive his/her assignment in writing from the site administrator no later than the last school day of each year. A change in assignment after the last school day shall only be made for good and sufficient reason. The teacher shall have the right to request and shall receive written reasons when a change of assignment is made.

17.7.2 In the event a change in assignment is contemplated after the last school day of the year, the teacher shall be notified and a meeting with the Assistant Superintendent of Human Resources or designee held, if requested by the teacher, before the change in assignment becomes final. The District is required to make a good-faith effort to find other solutions if the teacher objects to the contemplated change.

17.7.3 The assignment for each secondary teacher should consist of no more than three (3) different subjects. Each secondary teacher should be required to make no more than three (3) room changes per day.

## 17.8 Vacancies Occurring During the Summer or School Year

Any teaching vacancy which occurs during the summer or school year as the result of a termination, promotion, or reassignment will be filled on a temporary basis until the end of the school year. Such position is considered an unadvertised vacancy.

## 17.9 Temporary Teachers/New Teachers

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

17.9.2 The number of temporary teachers shall not exceed the number of unit members on leave of absence, except as permitted by the Education Code. The District shall identify and provide the Association with the rationale for hiring and designating a teacher as "temporary" for more than one (1) year in succession.

17.9.3 Each newly hired elementary teacher shall be assigned to the same site at the same grade level for the first three (3) years of employment with Stockton Unified School District, absent special circumstances as determined by the Assistant Superintendent of Human Resources after consultation with Stockton Teachers Association and the teacher.

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

## 17.10 New Schools

- 17.10.1 All teaching positions at a new school site will be filled initially by utilizing the interview and select procedures of the voluntary transfer process in Paragraph 17.4.
- 17.10.2 Applicants shall be screened by the Assistant Superintendent of Human Resources and the respective Director from Educational Services. Interviews shall be conducted by a committee consisting of three (3) teachers, three (3) parents, and three (3) administrators. The teachers must be selected from surrounding schools at the same grade level as the new school. Two (2) teachers shall be selected by STA. The other teacher and parents will be selected by the site administrator. For new high schools, the District has the discretion to include student representatives.

## 17.11 Movement Between Adult and K-12 Programs

- 17.11.1 A full-time or half-time adult education teacher (i.e., one working 20 or more hours per five-day week) may move to the regular program if a vacancy exists and if the teacher is credentialed in the subject area of the vacancy. A K-12 teacher may move to the adult education program if a vacancy exists and if the teacher is credentialed in the subject area of the vacancy.
- 17.11.2 A teacher moving between programs under paragraph 17.11.1 shall be credited with experience gained in either the K-12 or the adult education program in making the appropriate placement on the salary schedule of the program to which he/she is moving.
- 17.11.3 The date of first paid service for teachers moving between K-12 and Adult Education Program shall be defined as provided by Education Code Section 44890.

## 17.12 Transfer Request for Probationary Teacher

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

## 18. WAGES

### 18.1 Salary Schedules

- 18.1.1 Teachers shall be paid on the salary schedules set forth as reflected in the tentative agreement and the appendices and in any relevant side letters.
- 18.1.2 Addition of longevity increase for 27 years, column E and F effective July 1, 2000. This longevity increase will apply to adult education and vocational education teachers.
- 18.1.2 Add a new column to the salary schedule: Class A1 for teachers with emergency credentials, waivers only, intern credential. This column does not apply to teachers with Vocational Education credentials (please refer to side letter dated 12/11/00).
- 18.1.3 Effective July 1, 2003, newly hired teachers who participate in the new teacher in-service shall be paid the daily substitute rate for the up to five (5) additional orientation days at the beginning of the year (refer to section 6.18.3).

### 18.2 Salary Increases

- 18.2.1 For the 2002/2003, school year a one-percent off-the-salary-schedule one time bonus based on annual base salary.
- 18.2.2 For the 2003/2004, school year a one-percent increase on all salary schedules and stipends. This is to include 45-day consultants, the teacher hourly salary schedule (except summer school); extra pay for department chairpersons, long-term substitutes and those percentage stipends paid off the stipend based salary. There will be no increase to the Masters stipend and Ph.D. stipend.
- 18.2.3 For the 2004/05 school year, zero percent on the salary schedule.

### 18.3 Extra Days Worked

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

### 18.4 Original Placement on Schedule

- 18.4.1 Placement in the appropriate class shall be determined by the number of units earned beyond the bachelor's degree.
- 18.4.2 All degrees and units, including those earned in the armed forces, shall be of a quality acceptable to any standard college-accrediting agency, or to any nationally recognized technical or vocational school for cases where the training under consideration is in the special fields covered by such schools.

- 18.4.3 Degrees shall be acceptable if they are recognized by the California State Department of Education.
- 18.4.4 Effective January 1, 2001 teachers employed with outside experience will be given year for year credit up to sixteen (16) years.
- 18.4.5 A maximum of four (4) year's salary experience credit shall be granted for full-time teaching in the military service, service with the Peace Corps or VISTA.
- 18.4.6 Experience for salary placement purposes shall include all experience in positions which meet California certification requirements.

18.5 Step Requirements-Salary Schedule Advancement

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

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

- 18.6 Upper division and graduate courses may be taken for salary advancement without prior approval. A teacher may receive credit for more than fifteen (15) such units taken in one (1) year only with the prior approval of the District.
- 18.7 Vertical advancement on the salary schedule for a part-time teacher occurs only after accumulation of experience equal to a full year of teaching. For purposes of this section, the percentage of part-time service to be credited will be based upon a five-period teaching day at the secondary school level, or the normal daily assignment by grade at the elementary level. Part-time teachers will get credit for advancement on the salary schedule equal to that percentage of the teaching load they carry. They shall, nonetheless, receive their percentage credit if they work at least 75 percent of the schedule.

18.8 Unit Conversion

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

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

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

- a. Courses proposed to be taken shall be timely and applicable to the subjects which the teacher is currently teaching, and
- b. Are limited to four (4) units for each fifteen (15) applied for advancement purposes plus nine (9) lower division ethnic study units. No teacher may use more than nine lower division ethnic study units for advancement on the salary schedule.

18.11 Notification to Change Class on Salary Schedule

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

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

18.12 Practice Teaching Supervisors

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

18.13 Compensation Plan

18.13.1 Teachers shall be paid monthly. They may elect to be paid in ten (10) or twelve (12) equal portions.

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

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

#### 18.14 Salary Schedule Adjustments

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

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

#### 18.15 Regular Teachers' Salary Schedules

See Appendix J for regular teachers' salary schedules.

#### 18.16 Additional Salary Schedules

This section contains salary schedules for summer school teachers, home instruction teachers, extra pay for middle and senior high school department chairpersons, coaches, Special Education teachers, competitive speech, debate, drama, band, newspaper, annual, choir, curriculum development, head teacher, extended campus teachers and driver training behind-the-wheel teachers.

18.16.1 Hourly Salary Schedules for Regular Teachers, Summer School, Home Instruction Curriculum Development, Adult Education\_ (see Appendix G)  
(Credit for teaching experience is allowed for service only in SUSD.)

(\*Selection for "curriculum development" teachers shall be at District discretion provided such selection is not arbitrary and capricious.)

#### 18.16.2 Extra Duty Pay for Athletic Coaches

Athletic coaches shall receive extra duty pay according to the following schedule:



<u>Assignment</u>	<u>1st Yr.</u>	<u>2nd Yr.</u>	<u>3rd Yr.</u>	<u>4th Yr.</u>
High School Athletic Dir. Varsity Football	10.5%	11.5%	12.5%	13.5%
Boys/Girls Varsity Basketball Baseball Volleyball Boys/Girls Track Wrestling Softball Boys/Girls Soccer	7.5%	8.5%	9.5%	10.5%
Boys/Girls Varsity Swimming/Diving Assistant Varsity Football Soph Football Boys/Girls Soph Basketball Baseball Soph Volleyball Boys/Girls Soccer	6.5%	7.5%	8.5%	9.5%

<u>Assignment</u>	<u>1st Yr.</u>	<u>2nd Yr.</u>	<u>3rd Yr.</u>	<u>4th Yr.</u>
Cross-Country Assistant Track Sr. High Intramural Assistant Wrestling Boys/Girls Varsity Water Polo	5.5%	6.5%	7.5%	8.5%
Boys/Girls Varsity Golf Boys/Girls Tennis Asst. Soph Football Boys/Girls Badminton Soph Softball	4.5%	5.5%	6.5%	7.5%
Frosh Football Boys/Girls Frosh Soccer Girls Frosh Volleyball Boys/Girls Frosh Basketball Girls Frosh Softball Boys Frosh Baseball Girls Frosh/Soph Track Middle School Sports Frosh Softball	3.5%	4.5%	5.5%	6.5%
Asst. Frosh Football Boys/Girls Frosh/Soph Badminton	4%	5%	6%	7%

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

<i>Girls Varsity Water Polo</i>	5.5%	6.5%	7.5%	8.5%
<i>Girls Varsity Golf</i>	4.5%	5.5%	6.5%	7.5%
<i>Frosh Football</i>	3.5%	4.5%	5.5%	6.5%
<i>Boys Frosh Soccer</i>	3.5%	4.5%	5.5%	6.5%
<i>Girls Frosh Soccer</i>	3.5%	4.5%	5.5%	6.5%
<i>Girls Frosh Volleyball</i>	3.5%	4.5%	5.5%	6.5%
<i>Boys Frosh Basketball</i>	3.5%	4.5%	5.5%	6.5%
<i>Girls Frosh Basketball</i>	3.5%	4.5%	5.5%	6.5%
<i>Girls Frosh Softball</i>	3.5%	4.5%	5.5%	6.5%
<i>Boys Frosh Baseball</i>	3.5%	4.5%	5.5%	6.5%
<i>Girls Frosh/Soph Track</i>	3.5%	4.5%	5.5%	6.5%
<i>Cheerleading</i>	4.5%	5.5%	6.5%	7.5%
<i>Cheerleading Sophomore</i>	4.9%	5.0%	6.0%	7.0%
<i>Cheerleading Frosh</i>	3.5%	4.5%	5.5%	6.5%

#### 18.16.3 Other

<u>Assignment</u>	<u>1st Yr.</u>	<u>2nd Yr.</u>	<u>3rd Yr.</u>	<u>4th Yr.</u>
1. Competitive Speech & Debate, Drama, Band,	4.5%	5.5%	6.5%	7.5%
2. Newspaper	3.5%	4.0%	4.5%	5.0%
3. Annual and Choir	3.0%	3.5%	4.0%	4.5%
4. High School Activities Director	10.5%	11.5%	12.5%	13.5%

#### 18.16.4 Amount Paid in Addition to the Salary Schedule

18.16.4.1 Master's Degree in Class C, D, E and F only = 2000-2001: \$1456.

18.16.4.2 Earned Ed.D. and Ph.D. Degree = 2000-2001: \$2912.

18.16.4.3 The Chairperson of each senior high school department and the Extended Campus Teachers shall receive annually:  
2002/03 \$1, 209 plus an additional \$10.30 for each teaching period in that department above 25 teaching periods.

18.16.4.4 Starting with the 1989-1990 school year, middle school department chairpersons will receive 75% of the senior high school department chairperson stipend listed in Section 18.16 including 75% of the amount for teaching periods in the departments above 25. \$907.00 plus \$7.73 for each teaching period above 25 teaching periods. A department shall consist of three (3) or more teachers assigned to the same or related subjects for 60% or more of the instructional day.

Departments shall be confirmed by the building administrator and the Associate Superintendent of Educational Services.

18.16.4.5 Special Education Teachers: shall receive a 3.5% Stipend effective 7/1/02

18.16.4.6 Teachers assigned to bilingual classes and who possess a current California Bilingual Cross Cultural Credential, a Bilingual Certificate of Competence or a Language Development Specialist Certificate: 2\_% of the Stipend Base Salary.

18.16.5 Driver Training Behind-the-Wheel Teachers shall be paid at the rate of \$16.00 per hour in accordance with current procedures.

18.16.6 The provisions of 18.16.4.3 above shall apply to Head Teachers.

18.16.7 District and Association agree to increase the current stipend for Community Day School Teachers from 1.05% to 1.10%.

18.17 Work Year for Support Personnel

Position	Days in Addition to Teacher Year	1 <sup>st</sup> Year in Position	Base Salary Index 2 <sup>nd</sup> Year in Position
Librarian	+10	1.055	1.055
In-Service Dev. Specialist	+ 2	1.04	1.06
Instructional Specialist	+ 2	1.04	1.06
Inter-Group Rel. Specialist	+ 2	1.04	1.06
Multilingual Specialist	+ 2	1.04	1.06
Multilingual Curriculum Development Specialist	+ 2	1.04	1.06
Multicultural Specialist	+ 2	1.04	1.04
Program Specialist	+ 2	1.04	1.06
Other Specialist	+ 2	1.04	1.06
Team Leader	0	1.04	1.04
Walton Team Leader	0	1.04	1.06

## 19. WALTON SPECIAL CENTER

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

### 19.2 Salary

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

### 19.3 Work Year

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

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

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

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

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

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

19.4.2 Any teacher employed in a program that is less than ~~seven (7)~~ **six (6)** hours shall be paid in proportion to the ~~seven (7)~~ **six (6)** hour day.

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

19.4.4 Teaching staff shall be engaged in work-related duties, either on site or on home visits, for ~~seven (7)~~ **six (6)** hours per day **including** ~~in addition to~~ a duty-free lunch period of at least 30 minutes, which may be scheduled at the beginning or the end of the work period **at the discretion of the site administrator.**

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

**19.4.6 The Reporting Time in Section 6.5 applies to Walton teachers.**

19.5 Adult-Student Ratio

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

19.6 Transfer to the K-6 Program

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

## 20. ADULT EDUCATION TEACHERS

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

### 20.1 Agreement/Recognition

Add adult hourly teachers and include certification from PERB (Public Employment Relations Board) as Appendix A3.

### 20.2 Class Size

#### 20.2.1 Attendance Accounting

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

#### 20.2.2 Maximum Class Size

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

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

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

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

#### 20.2.3 Minimum Class Size

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

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

20.2.3.3 Exceptions to the minimum of eighteen (18) students in attendance may be made by the District in classes offered irregularly, in classes which can be offered only in limited classroom or laboratory facilities, in classes which are part of an experimental or pilot program, in classes subject to statutory or state regulation controlling class size, and in classes whose cancellation would constitute a hardship to the District or an educational disadvantage to students.

### 20.3 Evaluation

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

### 20.4 Fringe Benefits

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

### 20.5 Hours and Calendar

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

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

20.5.3 Section 6.16 shall not apply to Adult Education Teachers.

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

20.5.5 The calendar shall consist of 182 working days (180 teaching days plus two (2) student contact days) in each year of this Agreement.

#### 20.5.6 Adult Education Teacher Reporting Time

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

### 20.6 Leaves

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

20.7 Summer Session

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

20.8 Transfer and Assignment

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

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

20.9 Wages

20.9.1 Effective July 1, 1996, the adult education teachers' annual salary schedule shall be increased by 3.0% for the 1996/1997 school year.

20.9.2 Effective July 1, 1997, the adult education teachers' annual salary schedule shall be increased by 5.0% for the 1997/1998 school year as set forth in Appendix H.

20.9.3 Longevity

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

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

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

20.9.6 Section 18.13.1 shall not apply to Adult Education Teachers.

20.9.7 Full-time or half-time Adult Education Teachers shall be paid in ten (10) equal monthly checks.

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



20.10 Substitutes

20.10.1 Adult school shall arrange for its own substitute teachers.

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

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

## 21. DEFINITIONS

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

## 22. SUBSTITUTE TEACHERS

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

### 22.1 Class Size

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

### 22.2 Evaluation

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

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

22.2.3 Due process shall be accorded pursuant to Education Code Section 44031: "Personnel File Contents and Inspection: Materials in Personnel files of employees which may serve as a basis for affecting the status of their employment are to be made available for the inspection of the person involved. Such material is not to include ratings, reports, or records which: 1) were obtained prior to the employment of the person involved, 2) were prepared by identifiable examination committee members, or 3) were obtained in connection with a promotional examination."

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

"Information of a derogatory nature, except material mentioned in the second paragraph of this section, shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment thereon. An employee shall have the right to enter, and have attached to any such derogatory statement his own comments thereon. Such review shall take place during normal business hours, and the employee shall be released from duty for this purpose without salary reduction."

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

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

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

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

### 22.3 Grievance

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

### 22.4 Teaching Hours

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

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

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

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

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

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

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

## 22.5 Leaves

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

## 22.6 Liaison Committee

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

## 22.7 Summer School

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

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

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

## 22.8 Transfer and Assignment

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

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

## 22.9 Wages

The wage rates for substitute teachers shall be as follows:

### 22.9.1 Day-to-Day Substitutes

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

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

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

22.9.3 Extended-Term Substitutes: (19+ days)

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

### **23. DISTRICT RIGHTS**

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

## 24. NO REPRISALS/CONCERTED ACTIVITIES

24.1 As a consequence of participation in activities related to bringing about this Agreement, the Parties agree that:

24.1.1 Neither now nor at any time in the future that neither party will file against the other, its affiliates, its officers, employees, agents or any individual teacher or administrator, a grievance, unfair practice charge or lawsuit seeking damages or other relief.

24.1.2 There shall be no reprisal, harassment, or punitive action of any kind against any teacher.

24.2 During the term of this Agreement, the Association agrees not to engage in any strike, work stoppage, work slowdown, or any picketing in furtherance of such activity; nor will the Association in any manner encourage any employees of the District to engage in such activities, including the honoring of any union-sanctioned picket lines at District facilities.

Nothing in this provision shall prohibit informational picketing which is not in furtherance of any existing strike, work stoppage, or work slowdown.

24.3 It is expressly understood that, except as expressly noted in Article 7, leave provisions of this Agreement shall not be used for any sick out, slowdown or similar concerted activity.



## **25. RELATIONSHIP OF AGREEMENT TO BARGAINING OBLIGATIONS**

### **25.1 Savings Provision**

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

### **25.2 Effect of Agreement**

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

### **25.3 Completion of Meet and Negotiations**

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

### **25.4 Supersession**

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

## **26. PEER ASSISTANCE AND REVIEW PROGRAM**

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

### **DEFINITIONS**

**Classroom Teacher or Teacher** - Any unit member who is covered by the collective bargaining agreement.

**Consulting Teacher** - An exemplary teacher selected by the Advisory Panel and meeting the requirements of section 26.2.1.

**Professional Development Teacher** - An exemplary teacher selected by the Advisory Panel and meeting the requirements of section 26.3.1.

**Referred Teacher Participant** - A unit member with permanent status whose most recent final evaluation contained an unsatisfactory in two (2) or more of the following areas: subject matter knowledge, teaching strategies, classroom management, the teacher's adherence to curricular objectives, the contribution of the teacher to the progress of the pupils toward standards established by the District of expected pupil achievement at each grade level in each area of study, the instructional techniques and strategies used by the teacher, the establishment and maintenance of a suitable learning environment within the scope of the teacher's assignment or teaching methods and instruction, as specifically designated by Section 44550 of the Education Code.

**Beginning or New Teacher** - A unit member who is (1) probationary (2) employed pursuant to a full-year temporary contract, (3) any District teacher intern or pre-intern, or (4) any new teacher to the District.

**Voluntary Participating Teacher** - A unit member with permanent status who wishes to engage in professional growth utilizing the assistance of the PAR Program.

## 26.1 Advisory Panel

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

- 26.1.1.1 The program's governance structure shall include a Joint Teacher-Administrator Peer Review Advisory Panel ("Panel"). All governance duties not specifically assigned to the Panel shall remain with District management.
- 26.1.1.2 The Panel shall consist of four (4) teachers (one pre-K-3, one 4-6, one 7-8, and one 9-12/adult) and three (3) administrators (one elementary (K-6), one secondary 7-12/adult, and the Director of Curriculum and Staff Development or designee).
- 26.1.1.3 Teacher candidates for the Panel shall be chosen by the Stockton Teachers Association. All teacher candidates shall meet the minimum qualifications as detailed in Article 26.1.2.
- 26.1.1.4 The District shall choose District administrator candidates.

### 26.1.2 Teacher Advisory Panel Member Qualifications

- 26.1.2.1 Teacher member must be fully credentialed classroom teacher with permanent status.
- 26.1.2.2 Teacher member must have three (3) years' classroom experience out of the last five (5) years.
- 26.1.2.3 Teacher member must demonstrate exemplary teaching (as measured by two [2] consecutive commendable evaluations).
- 26.1.2.4 Teacher member must demonstrate an ability to work with adults.
- 26.1.2.5 Teacher member must demonstrate strong interpersonal skills.
- 26.1.2.6 Teacher member must demonstrate excellent written and oral communication skills.

### 26.1.3 Administrator Advisory Panel Member Qualifications

- 26.1.3.1 Administrator member must be a fully credentialed administrator with permanent status.
- 26.1.3.2 Administrator member must demonstrate exemplary abilities (as measured by consecutive commendable evaluations with no unsatisfactory or needs improvement ratings).

- 26.1.3.3 Administrator member must demonstrate an ability to work with adults.
- 26.1.3.4 Administrator member must demonstrate strong interpersonal skills.
- 26.1.3.5 Administrator member must demonstrate strong written and oral communication skills.

#### 26.1.4 Selection of Teacher Advisory Panel Members

Advisory Panel vacancies will be posted to the STA membership during the spring posting process. Teacher members shall be instructed to apply directly to STA, who will screen the candidates to ensure they meet the qualifications as stated in 26.1.3. STA will have sole discretion as to which candidates will be selected based on qualifications. Panel members shall serve as members of the Panel for three (3) years. The initial Panel shall have staggered terms. The teacher Panel members shall have a 187-day contract during the term on the Panel. Joint Panel members shall receive a \$2,000.00 annual stipend for all services rendered related to PAR, effective July 1, 2003 in lieu of extra days per diem.

#### 26.1.5 Advisory Panel Duties and Responsibilities

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

1. Select Consulting Teachers.
2. Provide annual training for Advisory Panel Members.
3. Establish its own rules and procedures, including the method for selection of a chairperson.
4. Select trainers and/or training providers.
5. Establish an application process for selection of Consulting Teachers and Professional Development Teachers.
6. Determine the number of Consulting Teachers for each school year.
7. Assign Consulting Teachers.
8. Provide written notice of participation to referred teachers, to the Consulting Teacher, and the site administrator.

9. Establish an evaluation of the program, including the role and performance of Consulting Teachers.
10. Listen to oral reports presented by Consulting Teachers.
11. Review written reports by Consulting Teachers.
12. Prepare and present of reports to the District Superintendent.
13. Present recommendations concerning PAR participants to the Superintendent with the following statements: “After sustained assistance, was able to demonstrate satisfactory improvement” or “After sustained assistance, was not able to demonstrate satisfactory improvement.” The overall vote of the Panel shall be included.
14. Prepare and present an annual review of the impact of the PAR program to the Governing Board with copies provided to the Superintendent and the STA Board, including recommendations for improvements.
15. Submit a proposed budget to the Director of Curriculum and Staff Development annually.
16. All proceedings and materials related to evaluations, reports, and other personnel matters shall be strictly confidential. Therefore, joint committee members and Consulting Teachers may disclose such information only as necessary to administer this article.
17. District agrees to indemnify and hold harmless and provide a defense to the Association and any Association-selected member of the Advisory Panel against any claims, cause of action, damages, grievances, administrative proceeding or other litigation arising from the Association's participation in Peer Assistance and Review. The Association retains the right to select its own attorney to represent it in such actions and will maintain complete control of the litigation. The District will pay the legal costs and fees in such actions.

## 26.2 Consulting Teacher

The PAR Advisory Panel shall select Consulting Teachers. Consulting Teachers shall serve as Consulting Teachers for a three (3)-year term. In the first year of the program, Consulting Teachers shall be assigned staggered terms. In addition to regular salary, a Consulting Teacher shall receive \$4,000.00 annually for all work done related to the PAR Program, effective July 1, 2003 in lieu of extra days per diem. The Advisory Panel must approve any work performed beyond the work year. The number of days beyond the work year, each year, shall not exceed ten (10) days. Consulting Teachers shall be released from their classroom assignment on a full-time basis for the duration of time they serve as a Consulting Teacher.

## 26.2.1 Consulting Teacher Qualifications

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

## 26.2.2 Consulting Teacher Duties & Responsibilities

- 26.2.2.1 Consulting Teacher will meet regularly with teacher participants for observations and discussions, and shall provide no less than 40 hours of assistance to each referred teacher participant per semester.
- 26.2.2.2 Consulting Teachers shall assist teachers by demonstrating, observing, coaching, conferring, and referring or by other activities, which in their professional judgement will assist those teachers assigned to them.
- 26.2.2.3 A Consulting Teacher shall serve on a full-time released basis and shall not be assigned more than ten (10) Referred Teacher Participants. If the Consulting Teacher has less than ten (10) Referred Teacher Participants assigned, they may also be assigned Beginning, New, and Voluntary Participating Teachers, up to a maximum of two (2) for each Referred

Teacher participant less than ten (10). Consulting Teacher shall consult with and provide guidance to pre-interns, emergency permit teachers, newly hired teachers that do not receive services from other programs, experienced teachers volunteering for the program, and those teachers required to participate in the PAR program.

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

### 26.2.3 Consulting Teacher Rules and Procedures

- 26.2.3.1 Consulting Teacher shall monitor each Referred Teacher Participant or Beginning or New Teacher's progress and submit periodic results to the Advisory Panel.
- 26.2.3.2 Consulting Teacher shall provide continual assistance to the Referred Teacher Participant until it is concluded that the Referred Teacher Participant performance is satisfactory, and/or until it is determined that further assistance will not be productive, and/or the Consulting Teacher's term expires.

26.2.3.3 A copy of the Consulting Teacher’s final report shall be submitted and discussed with each teacher. The Referred Teacher Participant must sign the final report before it is submitted to the Advisory Panel. Should the teacher refuse to sign the final report, such note shall be made on the final report and the final report shall be forwarded to the Advisory Panel.

26.2.3.4 The Consulting Teacher shall meet and consult with the site administrator regularly.

#### 26.2.4 Consulting Teacher Performance

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

26.2.4.2 Failure by the Consulting Teacher to maintain confidentiality shall be grounds for immediate termination as a Consulting Teacher.

26.2.4.3 If it is determined that the Consulting Teacher shall not be retained for the following year, he/she shall be returned to his/her previous assignment.

#### 26.3 Professional Development Teacher(s)

The Advisory Panel shall select the Professional Development Teachers. Professional Development Teachers shall serve a three (3) year term. For the initial year of the program, Professional Development Teachers shall be assigned staggered terms. Professional Development Teachers shall be released from their classroom assignment on an as needed basis, in order to perform their assigned duties as Professional Development Teacher; Disruption to the classroom shall be held to a minimum. Professional Development Teachers shall serve 185-day work year, and receive an annual stipend of \$2,500.

##### 26.3.1 Professional Development Teacher Qualifications

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

##### 26.3.2 Professional Development Teacher Duties & Responsibilities

26.3.2.1 Professional Development Teachers shall provide one (1) staff development activity per month (September through June).



26.3.2.2 Professional Development Teachers shall provide support services to one (1) new teacher in the BTSA program or other teacher as assigned.

26.3.2.3 Professional Development Teachers shall meet, on a regular basis (monthly), with Consulting Teachers, BTSA support providers, and the Curriculum Department, to discuss and coordinate needed staff development activities.

### 26.3.3 Professional Development Teacher – Rules and Procedures

26.3.3.1 Professional Development Teachers shall be selected using the BTSA support provider application process.

26.3.3.2 Professional Development Teachers shall be released from their classroom assignment on an as-needed basis to provide support and staff development. Disruption to the classroom shall be held to a minimum.

26.3.3.3 Professional Development Teachers shall comply with and follow all aspects of the BTSA Program.

## 26.4 Referred Teacher Participant(s)

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

26.4.2 A Referred Teacher Participant may participate in the designation of his/her Consulting Teacher; however, the Advisory Panel shall make the final assignment.

26.4.3 Consulting Teacher and site administrator are expected to establish a cooperative relationship and shall coordinate and align the assistance provided to the Referred Teacher Participant. The Site Administrator and Consulting Teacher shall meet and discuss the recommended areas of improvement and the types of assistance that might be provided by the Consulting Teacher. The Consulting Teacher's assistance and review shall focus on the specific areas recommended for improvement by the Referred Teacher Participant's Site Administrator in the improvement plan. These recommendations shall be written, aligned with student learning, clearly stated, and consistent with Education Code Section 44662. These recommendations shall be considered the performance goals required in Education Code Sections 44644(a) and 44550(b)(2).

26.4.4 The Referred Teacher Participant shall meet with the Consulting Teacher to discuss the plan for assistance.

- 26.4.5 Before April 1<sup>st</sup> of each year, the Consulting Teacher shall complete a written report evaluating the Referred Teacher Participant's participation in the PAR program. The report shall consist solely of: (1) description of assistance provided, and (2) description of results in targeted areas. A copy of the report will be presented and discussed with the Referred Teacher Participant. The report shall also be submitted to the Advisory Panel. The Consulting Teacher's report shall be made available to the District for placement in the Referred Teacher Participant's personnel file.

#### 26.5 Voluntary Participating Teacher (s)

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

#### 26.6 Beginning or New Teachers (s)

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

#### 26.7 Additional Teacher Rights

- 26.7.1 The District agrees to indemnify and provide a defense for Consulting Teachers against any claims, causes of action, damages, grievances, administrative proceedings or any other litigation arising from the Consulting Teacher. The

Consulting Teacher retains his/her right to select his/her own attorney to represent him or her in such actions. The District will pay legal costs and fees in such action.

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

## 27. YEAR-ROUND ELEMENTARY SCHOOLS

27. Teachers at Year-Round Elementary Schools (YRS) shall be covered by all provisions of this Agreement with the specific modifications that follow:

27.1.1 The instructional school year for multi-track and single-track year-round schools will begin on a common start date in late August/early September beginning in the 1997-98 school year. The calendar for the 2003/04 school year for year-round schools is attached in Appendix C-2.

27.1.2 The following days will be holidays:

Fourth of July; Labor Day; Veteran's Day; Thanksgiving (Thursday and Friday); Christmas; New Year's Day; Martin Luther King, Jr.'s Birthday; Washington's Birthday; Lincoln's Birthday; Friday of Spring Break; and Memorial Day. A common two (2) week winter break will be scheduled so as to include December 25 and January 1. A common one (1) week break will be scheduled in between school years.

### 27.2 Teaching Hours

27.2.1 The teacher contract year for YRS teachers will consist of no more than 180 instructional days or the equivalent in instructional minutes and two (2) non-student contact days.

27.2.2 All YRS teachers who are on track will be required to attend the District orientation session at the start of the traditional school year (on a day in late August or early September). For those YRS teachers who are off-track at the time the required District orientation session is held, an alternative required District orientation day will be scheduled during their on-track time. The balance of this non-student contact day will be at the YRS site.

27.2.3 In addition to the District orientation day, each YRS teacher will select a second non-student contact day and will give the principal written notice of the day selected at the beginning of the first session of each individual teacher's work year.

27.2.4 Specialists and the site administrator servicing YRS will jointly develop the Specialist's track assignment based on school program needs. If the assignment is the regular September-June work year, the site administrator may develop a schedule of additional work days in June, July and August for Specialists based on program needs and available resources. A Specialist will be paid at per diem rate for these additional work days.

27.2.5 Special Education resource teachers serving YRS will be assigned to a special services track to be distributed throughout the school year so as to provide Special Education students on all four tracks equal Special Education services.

27.2.6 YRS teachers shall not normally be required to attend meetings on off-track time. If they are requested to and agree to do so, they will be paid at the hourly rate set forth in Section 18. 16.1 (see Appendix G - Hourly Salary Schedule - Regular Teachers, Summer School, Home Instruction Curriculum Development, Adult Education).

27.2.7 If a staff development day is held as part of the School-Based Coordinated Program, and occurs on an off-track day for some YRS teachers, the District strongly encourages YRS teachers in an off-track status to attend. YRS teachers in an off-track status attending a School-Based Coordinated Program will be paid at their per diem rate.

### 27.3 Leaves

27.3.1 Notwithstanding the language in Section 7.2.1, a YRS teacher shall receive no more than eleven (11) days of paid sick leave credit in any school year.

27.3.2 Upon request of a YRS teacher, the District may grant an unpaid leave of absence for purposes of completing credential requirements for the teacher's present assignment.

### 27.4 Transfer and Assignment

27.4.1 In the initial year as a YRS site, YRS teachers at the school affected will meet and attempt to reach agreement on track assignments. If no agreement is reached, YRS teachers will indicate their first, second and third choices. They will be assigned to these choices in accordance with Article 17.

27.4.2 When a vacancy occurs in grades K-6 at an elementary YRS site, a YRS teacher at the same site in the same grade level but a different track shall have the right to switch to that track at the beginning of the following year-round school year.

27.4.3 When a vacancy occurs in grades 1-6 at an elementary YRS site and it is not filled by the process described above, YRS teachers at the same site in a different grade level may request the assignment prior to advertisement. The intent is to provide YRS teachers at the site the opportunity to request a change in grade level before the vacancy is advertised District-wide.

27.4.4 During only the first year that any site is operated as a year-round school site, no teacher from a traditional school will be involuntarily transferred to that YRS site. In subsequent years of operation as a year-round school site, every reasonable effort will be made to avoid involuntarily transferring any teacher from a traditional school to a YRS site.

27.4.5 Upon the request of a YRS teacher who has children attending YRS schools in Stockton Unified School District, the District will assign the children to the same track.

27.4.6 The District shall not assign a YRS teacher to more than one (1) room assignment during any one (1) session (approximately 60 days) except for good and sufficient reason. The Special Education resource teacher's room assignment shall not be rotated during the school year except for good and sufficient reason. In the event of a program change, the teacher involved will receive five (5) days' notice and one (1) day of release time.

## 27.5 Evaluation

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

27.5.2 A pre-observation conference shall be held with the evaluator and the teacher within the first thirty (30) working days of the YRS teacher's track and at least two (2) working days before the observation.

27.5.3 Two (2) formal observations of at least thirty (30) minutes in length shall be conducted during two (2) different sessions for YRS teachers who teach a full work year. In the event of a late hiring, two (2) formal observations can be conducted in the same session.

27.5.4 A post-observation conference shall occur within three (3) working days after the observation.

27.5.5 The written evaluation shall be completed and filed with the Human Resources Office no later than thirty (30) calendar days prior to the end of the YRS teacher's third session of the YRS teacher's track. An evaluation conference shall be held between the evaluator and the YRS teacher no later than five (5) working days before the final evaluation report is due to be filed.

## 27.6 Teacher/Association Rights

27.6.1 Each YRS teacher at a YRS elementary site shall be provided a portable storage cabinet with a lock.

27.6.2 If the teacher requests it in writing and in advance, the contents of the mailbox of each year-round teacher who is not in session will be mailed through the regular U.S. mail to the teacher's home each Friday. The spring vacancy announcement(s) will be mailed through the regular U.S. mail directly to the home of each year-round teacher who is not in session.

## 27.7 Substitute Teachers

27.7.1 YRS teachers wishing to serve as substitute teachers during their off-track period must complete a substitute package and be entered on the substitute list in the

Human Resources Office. All other requirements for completing a substitute package (fingerprints, T.B., etc.) will be waived.

27.7.2 YRS teachers who are off track will be allowed to substitute during off-track period. Special Education resource teachers will be allowed to substitute for 50% of any one (1) off-track period. YRS teachers serving as substitutes during the off-track will be paid in accordance with Article 22.9.

27.8 Wages

YRS teachers shall be paid in twelve (12) equal payments.

27.9 Class-Size

The District will make every reasonable effort to balance the number of students on each track at a YRS elementary site.

27.10 Trading Days

Trading days will be allowed at year-round schools subject to the following provisions:

- a. Trading of days is not considered an extension of the contract year.
- b. Agreement between YRS teachers to trade days must have prior approval of the site administrator.
- c. Arrangements to trade days are restricted to teachers within the assigned school site.
- d. Trading days must be used for professional activities, such as conferences, workshops or in-services, and must be aligned with the school site plan. Trading days will not be allowed for vacation or recreation purposes, or for any other leaves referenced in Article 7 - Leaves.
- e. Any agreement to trade days by YRS teachers must be voluntary.
- f. Trading days is limited to five (5) days total per school year, per teacher.
- g. All agreements to trade days must be in writing on the appropriate form provided by the District. Conditions of the agreement must be concluded within the same school year. Conflicts between teachers resulting from failure to complete their responsibility under an agreement will be referred to the Educational Policies and Professional Practices Committee for resolution.

## 28. CONTRACT WAIVER

### 28.1 Purpose

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

### 28.2 Process

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

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

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

28.2.2 The contract waiver will be reviewed by the School Site Council. In addition to judging the educational value of the proposal, the School Site Council will assure that the plan is in conformance with the school plan. In reviewing the proposal, the School Site Council should work closely with the originators and others to consider or redefine the proposal and include timelines for implementation. Contract exceptions are granted for one (1) year at a time. In some cases, it may be necessary to implement the proposal for more than one (1) year. In no case shall a proposed contract exception exceed two (2) years without an additional vote. Also, the School Site Council is responsible, along with the originators, to identify any conflicts the proposal may have with collective bargaining



agreements, District regulations and State law. In making these identifications, the Council shall consult with STA and the District. The Council shall carefully consider ramifications and alternatives before determining a need for any contract exception, Board Policy waiver or State law waiver. (Conflicts with Federal law must be resolved prior to submission to the Assistant Superintendent of Human Resources.)

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

- 28.2.3 The proposal is sent to: 1) Director of Elementary or Secondary Education, 2) Stockton Teachers Association President and Executive Director, and 3) Assistant Superintendent of Human Resources. The Directors of Elementary and Secondary Education are responsible for legal and educational review. If any party requests a meeting to discuss the proposal, a meeting will be convened prior to the proposal being presented to the Board. The meeting will be for review purposes only.

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

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

- 28.2.4.1 Exceptions shall be limited to the following articles:

- Article 2. Class Size
- Article 6. Teaching Hours
- Article 8. Liaison Committee
- Article 9. Miscellaneous
- Article 12. Preschool Programs
- Article 19. Walton Special Center
- Article 20. Adult Education Teachers
- Article 27. Year Round Elementary Schools

- 28.2.4.2 A Contract Waiver Request Form, Demand to Bargain Contract Change, shall be prepared by the school site and sent to the Director of Labor Relations in the Human Resources Office and the STA Executive Director for review. All members of the School Site Council who are present for the vote must sign this form (see Appendix M).

- 28.2.4.3 The District and STA will meet within ten (10) working days to review the request and begin the necessary steps to draft appropriate contract waiver language. The language agreed to shall be returned to the principal and the site faculty representative (s) for a vote.
- 28.2.4.4 Ballots will be prepared by the principal and the faculty representative (s) and contain the wording sent by the District and STA.
- 28.2.4.5 The proposed contract waiver language will be distributed at least three (3) working days prior to the vote. The vote will be by secret ballot and conducted at a regular faculty meeting. A ballot will be mailed to off-session faculty at year-round schools.
- 28.2.4.6 The votes will be tallied by the principal and the faculty representative (s) and reported on the Final Exception Form (Appendix M).
- 28.2.4.7 At least two-thirds (2/3) of the teachers voting must vote in the affirmative to deviate from the contract (Appendix M).
- 28.2.4.8 The faculty will be notified of the results of the vote no later than twenty-four (24) hours after the vote.
- 28.2.4.9 The Final Exception Form will be completed and sent to the SUSD Human Resources Office and the STA Office.
- 28.2.4.10 To continue the exception, it must be voted on against the end of the timeline specified in the proposal.
- 28.2.4.11 It is permissible to vote on an exception at the end of one year to affect the next school year.
- 28.2.4.12 If the majority of the teachers determine that the agreed-upon exception is not solving the identified problem, the principal and faculty representative (s) should contact the SUSD Human Resources Office and the STA Office to request a modification or discontinuance of the exception.

## **29. DISTRICT-ASSOCIATION EDUCATIONAL REFORM PARTNERSHIP**

### Educational Policies and Professional Practices Committee

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

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

### **30. DURATION OF AGREEMENT**

- 30.1 This Agreement is effective from the date of ratification through midnight, August 31, 2005.
- 30.2 No later than March 15, 2005, the District and Association shall exchange bargaining proposals for the 2005/06 contract year. Bargaining shall commence on the proposals as soon as possible after the adoption of the District's proposals by the Board of Education. Members of the unit negotiating for the Association on release time shall not exceed the number of District negotiators, but shall not be less than four (4) on release time.

# APPENDICES

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# **APPENDIX N**

## **SIDE LETTERS**

# **APPENDIX O**

## **AGREEMENTS BETWEEN SUSD & STA**