

AGREEMENT

between

SEQUOIA DISTRICT TEACHERS ASSOCIATION

and the

SEQUOIA UNION HIGH SCHOOL DISTRICT



July 1, 2016- June 30, 2018

Redwood City, California

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PREAMBLE

This Agreement is made and entered into Thursday, May 28, 2015 between the Board of Trustees of the Sequoia Union High School District (hereinafter referred to as “the District”) and the Sequoia District Teachers Association (hereinafter referred to as “the Association”), an affiliate of California Teachers Association/National Education Association.

This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549.3 of the Government Code.

ARTICLE I
RECOGNITION

The District recognizes the Association as the exclusive representative of the following certificated employees:

- Certificated Non-Management Staff on Special Assignment (e.g. Resource Teachers or Coaches)
- Classroom Teachers
- Guidance Counselors
- Librarians
- Nurses
- Psychologists
- Resource Teachers/Specialists
- Retirees Returning to Certificated Non-Management Service
- Special Education Program Specialists
- Vocational Specialists
- Transition Specialists
- Speech and Language Specialists
- Student Activities Advisors
- Welfare and Attendance Advisor
- Work Experience Advisor

Excluded from the unit are:

- Adult Education Employees
- Confidential Employees
- Employees Exclusively on Fee Schedule (Coaches)
- Management
- Non-certificated Employees
- Substitute Employees
- Summer School Employees
- Supervisory Employees

ARTICLE II

MANAGEMENT RIGHTS

- 1.1 It is understood and agreed that the District maintains all of its powers and authority to direct, supervise, manage, and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive right to determine its organization; direct the work of its employees; determine the time and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals, and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of district operations; determine the curriculum; build, move, or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency. In addition, the Board retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees.
- 1.2 The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.
- 1.3 In accordance with Government Code Section 3543.2, all matters not enumerated within the scope of representation are reserved to the District.
- 1.4 The District retains its right to amend, modify, or rescind policies and practices referred to in the Agreement in cases of emergency. "Emergency" for the purposes of this Article means a clear threat to the physical well-being of the students or staff, or to the property of the District and/or an unusual major fiscal crisis. The determination of whether or not an emergency exists is subject to the provisions of Article X, Grievance Procedure.
- 1.5 The rights of management contained in this clause shall not be subject to the grievance procedures contained in Article X of this Agreement, with the exception stated in Section 1.4 of this Article.

ARTICLE III

ORGANIZATIONAL RIGHTS

Section 1 – Association Rights

- 1.1 The Association shall be the exclusive negotiating representative of the bargaining unit.
- 1.2 The Association shall be the only employee organization that represents the unit members in their employment relations with the District.
- 1.3 Normally, all Association business, discussions, and activities will be conducted by unit members or Association officials outside established work hours as defined in Article IV herein.
- 1.4 The District authorizes the Association to use school and other district facilities at times that do not interfere with the school or district programs upon proper application and provided requested facility is available.
- 1.5 The District authorizes the Association use of the District electronic and paper mail service (consistent with the Sequoia Union High School District Employee Computer Telephone and Network Use Agreement), school mailboxes, and bulletin board spaces designated by the building supervisor subject to the following conditions:
 - 1.5.1 A courtesy copy of any communication to be distributed or posted shall be delivered to the Superintendent or designee and, if distributed or posted at a school, to the Principal.
 - 1.5.2 Any communication posted or distributed on school or District property shall include the name of the Association, the name of the Association officer authorizing the distribution or posting, and the date.
 - 1.5.3 The Association will not post or distribute information which is derogatory or defamatory of the District or its personnel. Nothing in this section prohibits the Association from posting or distributing an opposing position on policy or procedure.
 - 1.5.4 Normally, use of mail service shall be limited to envelopes addressed to the Association or building representatives and shall not be used for individually addressed material.
- 1.6 Association officials may contact employees during the normal work day, provided that they do not interrupt the instructional program or other work of the employee. Officials of the Association who are not District employees shall report to the school or Human Resources Office and obtain approval before visiting an employee on the premises of a school or the district office.

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- 1.7 The principal, or at the district office the superintendent, may grant the Association use of district equipment as long as the use of such equipment does not interfere with the normal student instruction or work production at the District. The Association shall pay for the cost of all materials and supplies incident to each use.
- 1.8 The District agrees to provide one (1) copy of any public document to the Association upon request from the Association and upon reimbursement to the District of all clerical and material costs involved in the duplication of the public document, unless the Superintendent or designee determines that said document has already been duplicated in such quantity as to make additional charges unnecessary.
- 1.9 The District agrees to provide the Association up to eight (8) copies of the budget for the ensuing year at the time the budget is under consideration by the Board of Trustees.
- 1.10 The District agrees to provide one copy of the Board agenda, the agenda background with supportive materials, and the unapproved minutes to the Association as soon as they are available.
- 1.11 The District agrees to supply the Association with a roster indicating each unit member's present classification, percent of full time, step and column placement, MA/Ph.D. stipend(s), district-paid benefits and level of coverage, and primary job site by December 1 annually. Neither the District nor the Association will disclose information of a confidential nature.
- 1.12 Unit members who are official delegates to Association conferences and conventions shall be allowed up to five (5) days leave per year for the entire unit for purposes of attending such conferences and conventions, provided the Association reimburses the District for the cost of the substitute.
- 1.13 The second Tuesday after school shall be reserved for Association meetings. Both parties agree that, district or school meetings requiring unit member attendance will not be scheduled during this time.
- 1.14 The District will grant up to three fifths ($3/5$) leave of absence to the Association president, provided the Association reimburses the District for the calculated average per period teacher cost for each period of leave taken. For the individual on leave, the calculation of the district average teacher cost will include salary, retirement fund contributions, all other benefit premiums, and all fixed charges (salary driven costs). Granting of this leave to the Association president shall not interfere with that unit member's normal advancement on the salary schedule. Should the Association president return to the classroom, he or she shall have the right to return to his or her former school. The district will make best efforts to return the member to the same or equivalent teaching assignment as he or she had prior to serving as Association president.
- 1.15 The District agrees to provide the Association with the addresses for unit members as soon as it is administratively practicable after the address roster is completed in the fall.

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- 1.16 The superintendent and/or designee(s) will consult at mutually convenient times with representatives of the Association about topics of mutual interest to both parties.
- 1.17 No school site may waive any of the terms of this Agreement without the express approval of the Association.

Section 2 – Organizational Security

2.1 Maintenance of Membership

- 2.1.1 Unit members shall have the right to form, join, or participate in the organization(s) of their choice, except as provided otherwise.
- 2.1.2 Each unit member who is a member of the Association on the effective date of this Agreement and each unit member covered by this Agreement who becomes a member after that date shall maintain his/her membership in the Association at least until the expiration of this Agreement, except that members of the Association may withdraw their membership in the Association during the month of June of the final year of this Agreement.

2.2 Dues Deduction for Maintenance of Membership

- 2.2.1 The District agrees to deduct from the pay of each eligible Association member covered by this Agreement, the regular Association membership dues provided that at the time of such deduction there is in the possession of the District a voluntarily written assignment form executed by the employee authorizing such deduction by the District. Revocation of dues deduction may be made on the payroll deduction assignment form only as provided in Section 2.1 above.
- 2.2.2 The District shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period commencing thirty (30) days or more after such submission.

2.3 Agency Fee

- 2.3.1 Unit members who are members of the Association and who do not wish their membership dues paid by payroll deduction may file with the superintendent or designee a written declaration requesting no payroll deduction. This declaration must be on file within 30 days of the first date classes are in session in each fiscal year, or within 30 days of employment, if employed after the beginning of the school year. The District will grant the request, but will notify the unit members that they are still obligated to pay the dues directly to the Association, that the Association will be notified of the grant of the request, and that the Association may bring legal action to enforce the membership dues payment. The District will notify the Association of all requests to stop payroll deductions for membership dues and the District will have no further obligation to collect such membership dues.

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- 2.3.2 For a unit member who is not a member of the Association or who does not wish to become a member, agency fee payments will be made by payroll deduction in accordance with the rules of the Public Employment Relations Board to effectuate the policies announced by the Supreme Court in Chicago Teacher's Union, Local No. 1 vs. Hudson, as amended from time to time. However, unit members not wishing such fee to be paid by payroll deduction may sign and deliver to the District a written declaration requesting that such deduction not be made. This declaration must be on file within 30 days of the first date classes are in session in the new fiscal year, or within 30 days of employment, if employed after the beginning of the school year. The District shall grant the request, but shall notify the employee that he/she is still obligated to pay the fees directly to the Association, that the Association will be notified of the grant of the request, and that the Association may bring legal action to enforce the agency fee contract provisions. The District shall have no further obligation to collect such fees.
- 2.3.3 Unless there is a declaration as provided in Section 2.3.1 on file, the District shall deduct one-tenth of such agency fee from the regular salary check of the employee each month for ten months. Deductions for unit members employed after the commencement of the school year shall be appropriately prorated. Such deduction shall continue in effect until revoked in writing by the employee as provided in Section 2.3.1 above. The District will forward a copy of such revocation to the Association.
- 2.3.4 The District shall remit the agency fees together with an accounting to the Association monthly and in a timely fashion.
- 2.3.5 The Association assumes responsibility for collection of dues and fees from those unit members who have filed a written request not to have such dues or fees deducted, provided the District has given notice to the Association pursuant to Section 2.3.1 and 2.3.2 above. The District has no obligation for collection of any dues or fees which unit members have requested to be exempt from payroll deduction.
- 2.3.6 Payment of dues or agency fees shall not be a condition of employment.
- 2.3.7 Any unit member who belongs to a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations, or who has formed such a religious conviction based upon his/her own study or religious practice, may execute a declaration attesting to the fact thereof and upon filing it with the superintendent or designee, together with a copy to the president of the Association, shall be exempt from payment of agency fees, provided that
- 2.3.7.1 the member provides proof of payment of an amount equal to the agency fee to one or more of the following nonreligious,

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charitable organizations exempt from taxation under Section 501 (c) (3) of Title 26 of the Internal Revenue Code: Girl Scouts of America, United Way, American Heart Association, American Cancer Society, or similar charity subject to mutual agreement between the Association and the District. Contribution may also be made to any Sequoia Union High School District tax deductible school site student scholarship fund; and

2.3.7.2 the declaration is sufficient as to form and content. The Association and the District shall agree upon a form to be used for this purpose as soon as practicable. Such form will be attached to this Agreement as Exhibit 1. Sufficiency of the declaration shall be determined as established by the Ninth Circuit Court of Appeal in IAM v Boeing. If either the District or the Association challenges its sufficiency, the question shall be resolved by a panel of three persons. This panel will be composed of one member to be selected by the District, one member selected by the Association, and one member selected by the other two members. The panelists shall not inquire into the faith or belief or practice of such member. Its sole purpose shall be to determine the sufficiency of the statement thereof. Its decision shall be final. However, it may, in its discretion, permit one amended declaration to allow the claimant to cure any defects it finds.

2.3.7.3 Upon filing such a declaration, the unit member's payments, if they are being withheld, shall be placed in a trust account and there held until the panel's decision. Following the decision, they will be disbursed either to the Association or to the designated charity.

2.3.8 At any time agency fee provisions are in effect, maintenance of membership obligation in Section 2.2 above shall be inoperative. At all other times during the term of this Agreement the District shall provide maintenance of membership as defined in Government Code Section 3540.1(i)(1).

2.3.9 The District shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period commencing thirty (30) days or more after such submission.

2.4 Indemnity

The Association shall indemnify and hold the District harmless for any claims and against any lawsuit or other action arising from the administration and implementation of this Article. Such indemnification shall include any attorney's fees reasonably expended by the District in defending against such claim or suit. The Association shall have the right to decide and determine which matters shall or shall not be compromised, resisted,

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defended, tried or appealed. This indemnity provision does not include claims sustained against the District for improper administration of the terms of this Article.

Section 3 – Record Keeping

- 3.1 Personnel records shall be kept in compliance with Board Policy 4112.6.
 - 3.1.1 Information of a derogatory nature shall not be entered or filed unless and until the employee is given notice and an opportunity to review and respond. An employee shall have the right to have his own comments attached to any derogatory statement to be included in the file.
 - 3.1.2 Every employee shall have the right to inspect his/her personnel file upon request, provided that reasonable notice is given and that the request is made for a time when the person is not actually required to render services to the employing district.
- 3.2 Unit members meeting with administrators shall be notified before the meeting of the meeting's purpose. Administrators will provide unit members with notice of the right to Association representation if the meeting is investigatory in nature or may lead to an adverse personnel action. In addition, during any meeting without an Association representative, if it becomes apparent that the meeting could result in an adverse personnel action, the administrator shall offer to end the meeting and reschedule it when Association representation is available.
- 3.3 Administrators receiving formal or written complaints about bargaining unit members shall notify unit members of such complaints as soon as possible. Complaints not given to unit members in this timely manner will not be used for disciplinary purposes later. Such notification shall occur, whenever possible, before further administrative action. Bargaining unit members maintain the right to respond to any complaint.

ARTICLE IV

HOURS

Section 1 – General

- 1.1 The District and the Association recognize that the varying nature of a unit member’s day to day professional responsibility does not lend itself solely to an instructional day of rigidly established length. It is agreed that the professional day consists of adequate time to meet all professional and contractual responsibilities which are necessary for the efficient operation of the District.
- 1.2 In assigning duties and professional responsibilities, site administrators shall make a reasonable effort to see that the hours and duties involved are equitably distributed among the staff, with volunteers sought prior to mandating an assignment that is beyond the instructional day, and that whenever practicable, reasonable advance notice of scheduling is provided.
- 1.3 Teachers will remain on campus available to staff and students during their preparation periods, except as provided in Section 5.7 of this Article. For schools with a seven period schedule, preparation periods will be assigned at a rate of two preparation periods per week for each period of full time equivalent teaching assignment. For schools on block schedule, classes meeting 90 minutes or more shall be equivalent to two class periods of full time equivalent teaching assignment. Subject to Section 2.4, weekly preparation periods will be as follows:

<u>Periods Taught</u>	<u>Prep Periods to be Worked</u>
5	10
4	8
3	6
2	4
1	2

Section 2 – Classroom Teachers

- 2.1 Reporting Time and Procedures
 - 2.1.1 In addition to the provisions of Section 1 above, the work day for classroom teacher members of the unit shall begin fifteen (15) minutes prior to the beginning of the first regular period of the school day. “Shall begin” means the unit member is to be on campus working on professional duties and available to students and/or administrators. A unit member with no first period class will be in an agreed upon location.
 - 2.1.2 Unit members shall be on campus and working, except for the unit member’s lunch period, until the end of the last regularly scheduled period of the school day, except as provided in Section 5.7 of this article.
 - 2.1.3 Those classroom teacher members of the unit who have special assignments

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shall have reporting times designated by the principal, program administrator, or management designee.

- 2.1.4 Regularly scheduled faculty meetings shall be held during the regular work hours. Principals will make a reasonable effort to see that scheduling of required faculty meetings during preparation periods is infrequent.

2.2 Reporting Time and Procedures – Part-time Employees

- 2.2.1 The work day, unless otherwise noted in the Agreement, for the classroom teacher members of the unit employed less than full time shall begin fifteen (15) minutes prior to the beginning of the first assigned period and end fifteen (15) minutes following the last assigned period, including preparation time. “Shall begin” has the same meaning as in Section 2.1.1 above. Part-time classroom teachers shall be responsible for being on campus during the preparation periods provided in Section 2.4 below.

- 2.2.2 The provisions of Section 1 of the Article shall apply to part-time classroom teachers.

- 2.3 Full-time classroom teachers shall have not more than twenty-five (25) regularly assigned teaching periods or equivalent teaching load per week; or thirty (30) regularly assigned teaching periods or equivalent teaching load per week at the continuation high school. For schools on a block schedule, the number of regularly assigned periods shall not exceed an average of twenty-five (25) over a two-week period. Classes meeting 90 minutes or more shall be equivalent to two class periods of full-time teaching assignment.

- 2.4 Full-time classroom teachers shall have a minimum of one (1) preparation period per day. Continuation high school teachers shall have two (2) preparation periods per day. Part-time classroom teachers shall have preparation time in the same proportion that their assignment is to full time.

- 2.5 Nothing in this section precludes a classroom teacher from volunteering to teach additional classes.

- 2.6 Nothing in this section precludes the administration from assigning a unit member to “cover” for another teacher in the event of an unexpected absence, provided that these additional assignments are infrequent. Unit members assigned to “cover” for another teacher shall be compensated at an hourly rate of \$40 per period and \$80 per block period.

Section 3 – Other Members of the Bargaining Unit

3.1 Reporting Time and Procedures

Reporting time and procedures for counselors shall be the same as those provided in Section 2.1 above.

Unit members with duties other than a classroom assignment will work the same length of professional day as classroom teachers, although the time for reporting, leaving, and the lunch period will be determined by the nature of the service to be rendered as decided by

ARTICLE IV: HOURS

the supervisor after consultation with the unit member involved.

3.2 Reporting Time and Procedures – Part-time Employees

The work day, unless otherwise noted in the Agreement, for unit members assigned other than a classroom assignment who are employed less than full time shall be prorated on the basis of the percentage of full time for which the unit member is employed, with beginning and ending times established by the principal or program administrator.

3.3 The provisions of Section 1 of this Article shall apply to unit members assigned other than a classroom assignment, including those with a part-time assignment.

Section 4 – Length of Work Year

4.1 The work year for the bargaining unit, unless otherwise noted in the Agreement, shall consist of one hundred eighty-seven (187) work days. Newly employed unit members are required by the Superintendent or designee to attend the new certificated employee orientation day. The new certificated employee orientation day shall be paid at the curricular rate described in Appendix B.

4.2 Unit members other than those specified in Section 4.1 above who are required by the Superintendent or designee to work more than one hundred eighty-seven (187) workdays in any school year shall be compensated at their regular per diem rate of pay. This section does not include compensation for unit members engaged in voluntary work beyond the 187-day work year.

4.3 The work year for comprehensive high school counselors shall consist of 195 days and 210 days for the department head (Head Counselor). The work year for counselors new to the District shall be 196 days. The beginning and ending dates for the work year will be designated by the school principal after consultation with the counselors at the site. These additional days will be compensated at the unit member's per diem daily rate of pay.

4.3.1 Any special events, with prior approval from site management, beyond the contractual work day which counselors are expected to attend, above and beyond those worked by all certificated staff, shall be compensated at the curriculum rate of pay.

4.4 Resource teachers assigned to the district office shall work an extended work year of 205 days. The Welfare and Attendance Advisor shall work an extended work year of 225 days. These additional days will be compensated at the unit member's per diem daily rate of pay.

4.5 School Psychologists and Special Education Program Specialists shall work an extended work year of 197 days. Scheduling of these days will be made in agreement between the unit member and the direct supervisor.

Section 5 – Miscellaneous

5.1 Unit members and the principal or program administrator may mutually agree on different hours and reporting times for those specified in this Article.

5.2 On the day of or on the day after the Back to School and Open House events, the principal

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or designee shall determine the end of the work day for unit members earlier than that provided in Section 2.12 of this Article.

- 5.3 Unit members shall have a duty-free lunch period of no less than thirty (30) minutes.
- 5.4 Classroom teacher members of the unit assigned to more than one (1) school site during the day shall have a preparation period scheduled immediately before or after lunch for travel time and shall be released from after school co-curricular assignments. The provisions of this section do not apply to unit members assigned to the district office.
 - 5.4.1 Classroom teachers assigned to more than one school site during the day for a second year or more may ask to meet with their principals, the Assistant Superintendent, Human Resources, and an Association representative before the assignment is finalized for the following year. The purpose of the meeting will be to explore ways to avoid the multi-school assignment for that particular individual.
 - 5.4.2 The administration at each site will consult with the classroom teacher with a multi-school assignment in an effort to keep the teacher's course preparations at the second school within a reasonable number.
 - 5.4.3 The Association will be notified, along with a rationale, of any multi-school assignment.
- 5.5 Nothing in this Article precludes additional paid hours for curriculum development or in-service training when such work is required outside the regular work day and approved in advance by the Superintendent or designee.
- 5.6 In making assignments for student supervision during preparation periods, the principal will make a reasonable effort to limit the number of such assignments to individual unit members. When making assignments involving the entire faculty, the principal will consult with the faculty prior to making such assignments, except during times of impending emergency.
- 5.7 It is entirely within the discretion of the principal to grant individual unit member's requests to conduct essential business off campus during preparation periods provided these requests are in advance.
- 5.8 Effective July 1, 2017, teachers assigned to co-teaching partnerships shall be provided four days of substitute release time per school year during instructional days for the purpose of planning and developing their partnership. The cost of the four substitute release days may be converted to curriculum rates for use by the co-teachers during non-instructional time. The total cost for release time will not exceed the substitute cost of four release days.
- 5.9 District and school site administrators will respect the duty-free lunch period and at least one hour of preparation time during all full-day professional development activities. This provision does not apply to professional development activities conducted off-site by non-District/non-school entities.

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- 5.10 No meetings of any kind shall be scheduled on designated “Teacher Work Days” except those meetings that are necessary to comply with a legal timeline and/or other legal requirements over which the district has no discretion.

Section 6 – Six Fifths’ Teaching Assignments

- 6.1 Unit members will not be asked to accept a six-fifths assignment until reasonable recruitment produces no viable candidates for the position. Six-fifths assignments are made only to accommodate difficulties in scheduling or assignment, and/or to cover short term unit member leaves.
- 6.2 Six-fifths positions should be limited and not part of the normal scheduling at a site. At any given time, the number of six-fifths assignments at a site will not exceed six. At any given time, the number of six-fifths assignments in the district shall not exceed 20.
- 6.3 The six-fifths assignment is to be considered temporary. Contract assignments will be made on a semester-by-semester basis.
- 6.4 Compensation will be provided at one-fifth the unit member’s per diem rate of pay for the contracted workday during the term of the assignment. This is an “extra duty” assignment and California State Teachers’ Retirement System credit may not apply.
- 6.5 The site administrator shall notify the Association President prior to notifying unit members of a 6/5 assignment opening.
- 6.6 All six-fifths assignments will be voluntary. The site administrator shall notify all site teachers by email when establishing a six-fifths assignment position. Interested teachers shall have 48 hours to notify the site administrator that they wish to be considered.
- 6.7 Unit members will not be asked to accept a six-fifths assignment until this process is complete. The Association President shall also be notified when the Section 6 process is complete.
- 6.8 Eligibility for a six-fifths assignment is limited to permanent unit members, ideally, with more than one year of teaching experience at the school site.
- 6.9 A six-fifth assignment does not relieve the unit member of the normal co-curricular supervision or professional responsibilities at the school site.
- 6.10 The association may be grievant for the purposes Article IV, Section 6.

ARTICLE V
TRANSFERS

Section 1 – Definitions

- 1.1 Transfer – A movement, either voluntary or involuntary, of personnel from one school or District Office site to another school or District Office site.
- 1.2 Voluntary Transfer – A transfer of an employee initiated at the request of the employee.
- 1.3 Involuntary Transfer – A transfer of an employee initiated by a decision of management.

Section 2 – General Provisions

- 2.1 Transfers are to be made in the best interests of the District and in accordance with the provisions of this Article.
- 2.2 Any unit member who is transferred shall be notified in writing of the transfer by the Assistant Superintendent, Human Resources, not later than ten (10) days following his/her approval of the transfer. The notification shall be mailed to the last known home address of the employee transferred.
- 2.3 Announcement of unstaffed positions shall be posted on district office and school bulletin boards as positions become open and distributed to all unit members via email. Under normal circumstances unstaffed positions for the fall semester will be announced by early May of the preceding semester. Additional announcements will be made as openings occur.
- 2.4 A unit member who has been involuntarily transferred shall not be involuntarily transferred again to another school for two school years, except on mutual agreement of the unit member and the District.

Section 3 – Voluntary Transfers

- 3.1 A unit member may request voluntary transfer to fill a posted unstaffed position to take effect during the school year or at the beginning of the next school year. In either event, the request shall be made on a district “Request for Transfer” form and sent to the District Human Resources Office prior to the close of the posting period.
- 3.2 Unit members may file application for any or all posted positions for which they qualify and may request interviews with appropriate principals or program supervisors.
- 3.3 It will be normal practice to interview all applicants, but the District may use a preliminary screening and interview only those most qualified. Applicants for transfer who will not be interviewed will be so notified in writing.
- 3.4 Consideration will be given to all candidates who meet the established qualifications for the position. However, the final selection is at the discretion of the management of the District.

ARTICLE V: TRANSFERS

- 3.5 Ordinarily, probationary employees of the District are not eligible to be considered for voluntary transfer.
- 3.6 Unit members who are interviewed will be notified by telephone or in writing of the results of the interviews.
- 3.7 The procedures of this section shall be subject to the grievance procedures under Article X, Grievance Procedure, of this Agreement, but denial of a voluntary transfer is not subject to said grievance procedures.

Section 4 – Involuntary Transfers

- 4.1 Certificated personnel covered by this Agreement are district wide employees and they may be transferred in accordance with the needs of efficient functioning of the District as defined by the Superintendent or designee. These needs and/or efficiencies shall include, but not be limited to, the following:
 - 4.1.1 The need to balance various certificated skills among the schools
 - 4.1.2 The need to provide particular course offerings for students
 - 4.1.3 Implementation of Affirmative Action programs
 - 4.1.4 Adjustment for imbalances due to changing enrollment within the District
 - 4.1.5 Changes in educational program
- 4.2 All other factors being equal, seniority will be a prime consideration to protect a unit member from involuntary transfer.
- 4.3 Neither transfers nor assignments to a substitute pool will be made for a capricious or vindictive reason.
- 4.4 Unit members shall have the opportunity for a meeting with the appropriate school principals before an involuntary transfer or assignment to a substitute pool is made.
- 4.5 Upon request, a unit member shall be provided with a written statement of the reasons for the transfer or assignment to the substitute pool and/or an opportunity to meet with the Assistant Superintendent, Human Resources.
- 4.6 A unit member involuntarily transferred shall have preference for the following year over other applicants should there be a vacancy for which s/he is qualified at the school from which s/he transferred, provided that the return is not objectionable on the basis of the needs and/or efficiencies described in Section 4.1 above.

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- 4.7 Under normal circumstances, probationary unit members shall not be subject to

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involuntary transfer.

- 4.8 The procedures of this section shall be subject to the grievance procedures under Article X, Grievance Procedure, of this Agreement, but the final transfer decision is not subject to said grievance procedures.

Section 5 – School Closure Transfers

- 5.1 Within twenty (20) working days after the Board of Trustees takes formal action to close a specific school, the Assistant Superintendent, Human Resources, or designee, shall announce the opportunity for bargaining unit members to state their preference of school and department for the ensuing school year (or semester if a school is to close at the end of first semester) and shall, at that time, make district-approved school and department preference forms available to bargaining unit members at all schools.
- 5.2 Bargaining unit members shall return completed preference forms to the Human Resources Office within the time limits established by the Assistant Superintendent, Human Resources, or designee, but shall not be required to return such forms in less than five working days.
- 5.3 The Assistant Superintendent, Human Resources, or designee, shall establish a list of unit members to be assigned to each remaining school based on the preferences stated pursuant to Section 5.2 of this Article and will make such lists available to bargaining unit members as soon as administratively practicable.
- 5.4 If preference forms are not received in the Human Resources Office within the time provided in Section 5.2 above, it shall be within the discretion of the Assistant Superintendent, Human Resources, or designee, to assign those unit members not returning said forms to one of the remaining schools pursuant to Section 5.3 above.
- 5.5 Based on the school assignment established pursuant to Sections 5.3 and 5.4 of this Article, unit members shall immediately begin attending department and faculty meetings scheduled by the Principal or designee and shall participate in department and faculty planning activities.
- 5.6 After school staffs have been established pursuant to Sections 5.3 and 5.4 of this Article, the Superintendent, or designee, may at his/her discretion, transfer staff in accordance with the needs of efficient functioning of the District as provided in Section 4 of this Article, including balancing of under and over staffing at each remaining school.
- 5.6.1 When transferring staff, after the needs of efficient functioning of the District as provided in Section 4 of this Article have been fully satisfied in the judgment of the Superintendent or designee, low seniority will be an important factor in the decision to transfer a unit member.
- 5.6.2 “Low seniority” as used in this section means the fifty percent (50%) of fulltime equivalent staff within each department affected who have the lowest seniority in the district.

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- 5.6.3 To best meet the needs of the District, some bargaining unit members may be transferred pursuant to Sections 5.4 and 5.6 above who are not in the low seniority category. This shall only be done when in the judgment of the Assistant Superintendent, Human Resources, or designee, it is essential to meet the program needs of a school and department or other need that cannot be satisfied by the transfer of bargaining unit members in the low seniority category.
- 5.6.4 The Assistant Superintendent, Human Resources, or designee, shall establish timelines to implement this Section after the Association has been given an opportunity for consultation.
- 5.7 Unit members who have a complaint about their transfers may request a review of the transfer by a committee composed of one unit member elected from each school and five representatives appointed by the Superintendent, or designee. The Assistant Superintendent, Educational Services, or designee, shall also serve on this committee and shall chair the committee. The review committee will review the complaints and make recommendations to the Assistant Superintendent, Human Resources.
- 5.8 Requests for the review procedure provided in Section 5.7 of this Article must be received by the Assistant Superintendent, Human Resources, within seven (7) working days of sending notification of transfer. The Assistant Superintendent, Human Resources, or designee may extend the time provided in this section when in his/her opinion individual circumstances require an extension of time.
- 5.9 When administratively practicable, and when not in conflict with the provisions of Section 5, the procedures of Sections 1 through 4 of this Article shall be applicable to school closure transfers.
- 5.10 The procedures of this section shall be subject to the grievance procedures under Article X, Grievance Procedure, of this Agreement, but the final transfer decision is not subject to said grievance procedures.

ARTICLE VI

HEALTH AND WELFARE

Section 1 – Coverage

- 1.1 The District agrees to provide eligible unit members with full premium cost for district-provided Health Maintenance Organization (HMO) group health benefits, prorated for part-time unit members, for single, two-party, or family coverage as applicable.
- 1.2 The District agrees to provide eligible unit members with full premium cost for district-provided group dental benefits, prorated for part-time unit members, for single, two-party or family coverage as applicable. The plan will provide no less than \$2,000 yearly maximum reimbursement for covered dental expense. The Association agrees that the District may change carriers during the term of the contract with the concurrence of the Association.
- 1.3 The District agrees to provide eligible unit members with full premium cost for district-provided group vision benefits, prorated for part-time units members, for single, two-party, or family coverage as applicable. The Association agrees that the District may change carriers during the term of the contract with the concurrence of the Association.
- 1.4 The District will provide health care coverage through CalPERS. The Association agrees that the District may change carriers during the term of the contract with the concurrence of the Association.
- 1.5 Unit members and their domestic partner meeting the criteria in Section 2.6 shall be eligible for coverage provided in this section.
- 1.6 CalPERS benefits will be provided through a cafeteria fund. The fund shall provide eligible employees with sufficient amounts of single, two-party, or family premiums to enable the employee to select any one of the CalPERS HMO health plans. The fund amounts will be set at the highest CalPERS HMO premium, plus the vision premium, plus the dental premium, for single, two-party, or family coverage as applicable and prorated for part-time unit members.
 - 1.6.1 The cafeteria fund will be sufficient to provide each active employee with health, dental, and vision coverage with premiums paid through the District-provided cafeteria fund. The employee may select a health plan from any of the HMO or PPO plans included in the San Mateo County list of CalPERS providers.

If the premiums for the health, dental and vision plans chosen by the employee exceed the cafeteria fund amount allocated for qualifying coverage, the employee authorizes the District to deduct the additional premium amount from the employee's monthly pay warrant.
- 1.7 If the employee can provide proof of health coverage through a spouse or eligible

ARTICLE VI: HEALTH AND WELFARE

domestic partner, the employee may decline the district provided health coverage and then will participate in the Cash Back Option Program.

- 1.7.1 For employees participating in the Cash Back Option Program, the employee will receive cash back equal to fifty percent of the highest single active health benefit premium amount. This payment shall be allocated to the employee on a monthly basis, prorated for part-time unit members. For employees participating in the Cash Back Option Program, the cafeteria fund defined in Section 1.6 of this Article shall be reduced by the amount of the highest two-party or family HMO premium, as applicable.
 - 1.7.2 Cash Back Option dollars may be utilized by the employee as pre-tax dollars to participate in the Section 125 Pre-Tax Benefit Plan, or
 - 1.7.3 The Cash Back Option may be paid to the employee directly. In this circumstance, the Cash Back payment received shall be considered as taxable income. Both the District and the employee would be liable for applicable taxes as with any other salary disbursement.
- 1.8 If the employee can provide proof of dental coverage through a spouse or eligible domestic partner, the employee may decline dental coverage and then will receive cash back equal to fifty percent of the current dental premium provided for active employees, prorated for part-time unit members. The cash back payment may be utilized by the employee as pre-tax dollars to participate in the Section 125 Pre-Tax Benefit Plan or may be paid to the employee directly as taxable income. For employees choosing this option, the cafeteria fund amount defined in Section 1.6 of this Article shall be reduced by the amount of the full dental premium.
- 1.9 If an employee has declined health coverage and desires to maintain district-paid dental coverage and/or vision coverage, the District will continue to pay the cost of either or both premium(s) while still providing the employee with fifty percent of the highest single active health premium as a cash back payment, prorated for part-time unit members.
- 1.9.1 If employee's spouse or eligible domestic partner is also an employee of the District, one of the two employees must select the applicable two-party or family coverage for health, dental, and vision benefits.
 - 1.9.2 If a unit member and his/her spouse or eligible domestic partner are both employees of the District and one unit member is employed full-time and the other unit member is employed part-time, then the part-time unit member may participate in the Cash Back Option Program defined in Section 1.7 of this Article.
- 1.10 The District shall establish and maintain a standing insurance committee. The committee will recommend ongoing improvements in health care benefit packages.

ARTICLE VI: HEALTH AND WELFARE

Section 2 – Eligibility

- 2.1 Full-time unit members shall be considered as eligible to receive the full district health, dental and vision benefit program. Unit members employed for less than full time shall be eligible to receive said benefits with the district contribution prorated in proportion to the percentage of full-time assignment worked by the unit members. The District is authorized to deduct the amount in excess of the part-time unit member's prorated district paid share of premiums from the unit member's paycheck in order that said unit member's full premium may be met.
- 2.2 A unit member may continue health and dental benefits while on district approved, full-time, unpaid leave by paying the full premiums, including the District's contribution, for the duration of the leave.
- 2.3 Unit members on extended disability leave provided by Section 3, Article VII, of this Agreement shall be eligible to receive the same district paid health, dental, and vision group insurance they were receiving immediately prior to taking such leave.
- 2.4 Unit members shall become eligible for health, dental and vision benefits the first day of the first month following a full month of employment. Coverage shall terminate on the last day of the month in which the unit member is terminated, except as provided below:
 - 2.4.1 For unit members who terminate employment in June after having completed a full school year of service, the District shall continue to pay full premiums during July, August, and September for district-provided health, dental, and vision coverage as defined in Sections 1.1, 1.2, and 1.3. The intent of this section is to provide twelve (12) full months of benefits. Provided that the District continues to participate in CalPERS group medical insurance and that CalPERS does not permit the payment of premiums for terminated employees, the District shall pay unit members the costs of COBRA premiums for those months not covered by CalPERS. In order to ensure twelve (12) months of uninterrupted coverage, the unit member will need to enroll in COBRA coverage with the benefits specialist in the Human Resources department.
 - 2.4.2 Health insurance for the family of deceased unit members shall continue for three (3) full months beyond the month in which the unit member's death occurred.
- 2.5 Unit members with a temporary, one semester contract shall be eligible for district paid health insurance within the eligibility provisions of Section 2.1 above.
- 2.6 Domestic Partners Eligibility
 - 2.6.1 Unit member and partner are not able to be legally married.
 - 2.6.2 Unit member and partner are not related by blood or marriage.

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- 2.6.3 Neither unit member nor partner are married to another person.
- 2.6.4 Both partners are at least 18 years of age.
- 2.6.5 Both partners have signed under penalty of perjury a declaration of domestic partnership.
- 2.6.6 Both partners have signed an affidavit declaring they share a common residence.
- 2.6.7 Both partners have signed an affidavit declaring they share responsibility for basic living expenses incurred during the domestic partnership.
- 2.6.8 Unit members must report to the benefits office a dissolution of domestic partnership. This report is to be made in a timely manner and no later than the end of the month following the dissolution of the partnership. A dissolution will be treated as equivalent to divorce for benefits purposes.
- 2.6.9 All necessary forms and affidavits will be available in the District Human Resources office.

Section 3 – Health Insurance for Retirees

- 3.1 Through CalPERS the District agrees to provide qualifying unit members upon retirement at age sixty-five (65) with eligibility to participate in the CalPERS benefits program at CalPERS Retiree Supplement Rates. Said retirees will receive the district-paid minimum benefit provided for health insurance for all employees, active and retired. The minimum amount shall be established by CalPERS.

In addition, a retiree whose eligibility status qualifies him or her for district-paid, lifetime retiree benefits shall receive a taxable service credit equal to the highest single active premium for HMO coverage minus the minimum benefit amount established by CalPERS.

The total dollar obligation of the District, each year, to provide the benefits specified in the paragraph immediately above shall not exceed 0.88% (0.0088) of the prior year's total revenue limit sources income. In any year in which the cost of the health benefits for retirees age sixty-five (65) and older as specified in the paragraph immediately above exceeds 0.88% (0.0088) of the prior year's total revenue limit sources income, retirees sixty-five and older as specified in the paragraph immediately above shall contribute a pro-rata amount based upon the level of premiums paid on their behalf by the District, in order to make up the difference between cost and income. The 0.88% (0.0088) revenue limit cap on post-65 lifetime retiree benefits shall only be applied to those individuals receiving a Sequoia District retirement service credit.

Eligible retirees who retire between the ages of fifty-five (55) and sixty-five (65) will be eligible to remain on the district-paid group health insurance plans and participate in CalPERS at the active employee rates until they reach age sixty-five (65).

At age sixty-five (65), if the retired eligible unit member is not eligible for Medicare A, at

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no cost to the retiree, the District agrees to reimburse the retiree an amount up to the cost of the premiums for Medicare B and the Medicare supplement offered by the District's health carriers for verifiable expenditures for the retiree's health insurance premiums.

- 3.1.1 Eligibility for retiree benefits in CalPERS is determined by CalPERS to be five years of fully paid contributions as a member of STRS or PERS. All retirees past or present who meet this minimum eligibility qualification and have retired or subsequently will retire from Sequoia District shall be eligible to receive retiree benefits as described in paragraphs one and two of Section 3.1 above.
- 3.1.2 If a retiree over age sixty-five (65) moves outside of the CalPERS provider service area and does not wish to rely only on Medicare Part A and Medicare Part B, the District will continue to reimburse Medicare Part B. In addition, the District will reimburse the retiree for the cost of an available managed care program. This reimbursement shall not exceed the average cost of a single active HMO premium. In the event that no managed care program is available, the District will reimburse the retiree's costs. The reimbursement will be limited to the average premium of the District's current year managed care program. For retirees under age sixty-five (65), the District will reimburse the retiree up to the average cost of a single active HMO premium. This reimbursement benefit is eligible only if the employee relocates to an area where there is no CalPERS health provider within a 30 mile radius.
- 3.2 Unit members employed before February 26, 1985, and who meet the following conditions shall be eligible for district-paid health insurance pursuant to Section 3.1 and shall be entitled to receive the service credit denoting district fully-paid lifetime retiree benefits:
 - 3.2.1 Employed by the District continuously for a period of ten (10) years immediately prior to retirement if retiring at age sixty-five (65) or older.
 - 3.2.2 If retiring at less than age sixty-five (65), employed continuously by the District for a period of ten (10) years immediately prior to retirement, and
 - A. Have accumulated a total of thirty (30) years in public education, including the ten years with the District, or
 - B. Have accumulated one additional year in the district for each year under age sixty-five (65) at the time of retirement up to a total of ten (10) additional years (minimum age for eligibility is age 55).
 - 3.2.3 Actually drawing retirement benefits from either State Teachers' Retirement System or the Public Employees Retirement System, or be a participant in the Early Retirement Incentive Program.
 - 3.2.4 Have been eligible for district paid health insurance while an active employee.
- 3.3 Unit members employed after February 26, 1985, shall have been employed by this district continuously for a period of fifteen (15) years immediately prior to retirement

ARTICLE VI: HEALTH AND WELFARE

instead of the ten (10) years required in Section 3.2 above.

- 3.4 Unit members who retire and are receiving the district-paid health insurance coverage available to actively employed unit members may retain health insurance coverage for the retiree's spouse/domestic partner, provided the retiree remits to CalPERS the full cost of the spouse/domestic partner's participation in the health insurance program.
- 3.5 For those unit members who have been laid off and subsequently rehired on a permanent basis, the break in service caused by that layoff will be treated as a leave of absence without pay for purposes of calculating eligibility for retiree health benefits.

Section 4 – Reduced Assignment with Full Retirement Credit

It is within the discretion of the District to grant half-time teaching with full retirement credit to eligible unit members pursuant to Education Code Section 44922. No more than five (5) unit members may participate at any one time. Applications from eligible unit members must be on file in the Human Resources Office no later than April 15 of the year prior to the first year of participation. Should all five slots be taken, a waiting list will be established and ranked on a first-come basis.

Section 5—Flexible Spending Account Plan

The District will offer a flexible spending, dependent care/excess medical cost reimbursement account plan under Section 125 of the Internal Revenue Code (IRC). (A Flexible Spending Account (FSA) allows unit members to designate a certain amount of taxable income on a pre-tax basis to pay for out-of-pocket medical and dependent care expenses.)

ARTICLE VII

LEAVES

Section 1 – Sick Leave

- 1.1 Full-time bargaining unit members employed five (5) days a week for a full work year of service shall be entitled to ten (10) days of sick leave. Bargaining unit members employed less than full time and/or for less than a full work year of service shall be entitled to that proportion of ten (10) days' sick leave as the amount of employment bears to full time.
- 1.2 Unit members may use the sick leave provided in Section 1.1 above for the purposes of illness or injury, or for the purposes described in the Healthy Workplaces, Healthy Families Act of 2014.
- 1.3 The sick leave entitlement for the year shall be credited to the unit member at the beginning of the year. Unused sick leave shall be accumulated from year to year.
- 1.4 Members of the unit who are absent must follow procedures established by the District to notify their school or department of their impending absence, and the anticipated duration of the absence. Teaching members of the unit must notify the District of absence as soon as the necessity to be absent becomes known to the unit member, but must call in no later than ninety minutes prior to the unit member's first teaching period of the day of the absence. For unit members assigned other than a classroom assignment, said notification must be made not later than the start of the work day.
- 1.5 Whenever possible, teaching members of the unit shall notify their school secretary or automated substitute system by 2:00 p.m. of the day of absence if they are unable to return from the absence.
- 1.6 Repeated failure to follow the procedures provided in Sections 1.4 and 1.5 above will be cause for ineligibility for the paid leave in question.
- 1.7 The Superintendent or designee may require, whenever in his/her opinion the efficiency of and general welfare of district operations require it, a unit member to provide a written statement from a medical doctor verifying the nature and degree of the illness. A unit member will be notified in writing when such verification is to be required. The verification shall be on forms supplied by the District, with any medical cost of completing the form to be borne by the unit member. Unit members absent due to surgery, serious injury or illness, or absent for five (5) consecutive, assigned work days, shall be required to submit a medical release to their principal or immediate supervisor prior to being permitted to return to work.
- 1.8 Members of the unit unable to schedule medical or dental appointments at times other than during working hours shall be permitted to be absent from work up to one (1) hour without charging the absence to sick leave. Teaching members of the unit shall use preparation or conference periods for this purpose. In the event absences for medical and dental appointments are frequent in number, the absence, regardless of time, shall be charged to sick leave.

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1.9 Personal Necessity - *Effective July 1, 2017*

- 1.9.1 Unit members may use up to a maximum of ten (10) sick leave days from their current year sick leave allocation each work year for purposes of personal necessity.
- 1.9.2 Unit members who have an accumulated and unused sick leave balance that exceeds their annual sick leave allocation may use up to an additional ten (10) days of their accumulated and unused sick leave for personal necessity purposes.
- 1.9.3 Unit members can use all of their accumulated and unused sick leave balance for purposes of personal necessity if the unit member has (1) provided the Assistant Superintendent, Human Resources with a valid written medical certification verifying that the unit member requires leave time for the purpose of caring for a family member as defined in Section 10.2 of this Article, and (2) the Personal Necessity leave will be used by the unit member to care for the designated family member.
- 1.9.4 Personal necessity days used by a unit member each year shall be deducted from the unit member's sick leave balance when used.

Section 2 – Industrial Accident or Illness Leave

- 2.1 Members of the unit who sustain an injury or illness arising directly out of and in the course and scope of their employment shall be eligible for a maximum of sixty (60) working days' paid leave in any one fiscal year. This leave shall not be accumulated from year to year.
- 2.2 Industrial accident or illness leave will commence on the first day of absence provided the unit member submits a doctor's first report of work injury to the Human Resources Office.
- 2.3 Payment for wages lost on any day shall not, when added to an award granted under Worker's Compensation laws of this state, exceed the normal wage for the day.
- 2.4 Industrial accident or illness leave will be reduced by one (1) day for each day of authorized absence, regardless of a compensation award made under Worker's Compensation.
- 2.5 When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the unit member shall be entitled to only that amount remaining at the end of the fiscal year in which the industrial injury or illness occurred, for the same illness or injury.
- 2.6 Unit members shall become eligible for industrial injury or illness leave upon completion of six (6) months' employment with the District. Waiver of this eligibility period is at the discretion of the Superintendent.

ARTICLE VII: LEAVES

- 2.7 Industrial Accident or Illness Leave is to be used prior to using normal sick leave benefits. When entitlement to Industrial Accident or Illness Leave under this section has been exhausted, entitlement to other sick leave will be used. If, however, a unit member is still receiving temporary disability payments under the Worker's Compensation laws of this state at the time of the exhaustion of benefits under this section, s/he shall be entitled to use only so much of his/her accumulated and available normal sick leave which, when added to the Worker's Compensation award, provides for a day's pay at the regular rate of pay.
- 2.8 Prior to being permitted to return to work from industrial accident or illness leave, unit members must submit a medical release to their principal or immediate supervisor.

Section 3 – Extended Disability Leave

- 3.1 When a member of the unit is absent from duty on account of illness or accident, whether or not the absence arises out of or in the course of employment of the unit member, and accrued sick leave has been exhausted, the employee is eligible for extended disability for a period of five months. Use of sick leave, including accumulated sick leave, and the five-month period shall run consecutively. The amount deducted from the salary due the unit member shall be the day-to-day or long-term substitute teacher rate of pay, as applicable, and shall not exceed 50% of the unit member's current salary which shall be prorated based upon the unit member's current assignment and shall not exceed a 1.0 full time equivalent position salary.
- 3.2 Extended disability is defined as disability of long, continuous, and indefinite duration which prevents an employee from performing his/her usual duties. Extended disability leave is not intended to be used for illness of short duration.

Section 4 – Family School Partnership Act

- 4.1 The Family School Partnership Act applies to parents, guardians, stepparents, legal foster parents, grandparents having custody of one or more children, or a person who stands in loco parentis to one or more children, in kindergarten through 12th grade.
- 4.2 If Section 4.1 applies to a unit member, the unit member may take up to forty hours each school year, but not more than eight hours in any calendar month of the school year to:
- 4.2.1 Find, enroll, or reenroll his or her child in a school or with a licensed childcare provider, or to participate in activities of the school or licensed childcare provider of his/her child, if the employee gives prior and reasonable notice to the appropriate supervisor of the planned absence; or
- 4.2.2 Address a childcare or school emergency, if the employee gives notice to the appropriate supervisor.
- 4.3 Leave taken pursuant to this section will be counted as a leave of absence pursuant to Section 1.1.

Section 5 – Maternity and Parental Leave

5.1 Pregnancy Disability Leave: Disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom shall be treated as temporary disabilities, and the employee so disabled shall be eligible to use her accumulated sick leave during the period of disability, and shall be eligible for the benefits provided by Section 1 of this Article for absences necessitated by disability related to pregnancy, miscarriage, childbirth, and recovery therefrom. The length of the disability leave shall be determined and certified in writing by the employee and the employee's physician. After a pregnant unit member has exhausted her sick leave, she will be entitled to use five (5) months of differential leave pursuant to Education Code § 44977, because of pregnancy, miscarriage, childbirth and recovery therefrom. This differential leave for pregnancy, miscarriage, childbirth and recovery therefrom does not create a new five month differential leave allowance. More specifically, if the unit member has already used all or some of the five months of differential leave set forth above, and then is absent because of pregnancy, miscarriage, childbirth and recovery therefrom, the unit member is not entitled to more than a total of five months of differential leave in that school year.

5.2 Child Bonding Leave

5.2.1 Child-Bonding Leave: Eligible Unit members may choose to take up to 12 workweeks of child-bonding leave pursuant to Education Code section 44977.5. This child-bonding leave shall be taken consistent with CFRA. Unit members may choose to utilize any available unused sick leave during the child-bonding leave granted under this section. After sick leave has been exhausted, the unit member may use differential leave for the balance of the bonding period for up to 12 workweeks. A work week is any week in which the school is open for three (3) or more days. This leave may be scheduled, at the unit member's discretion, during the twelve months following a child's birth, adoption, or the initiation of legal foster care in increments of two-weeks or more. The 12 work weeks of child-bonding leave shall be prorated for less than full-time unit members consistent with law.

While on child-bonding leave, unit members shall continue to receive District paid health and welfare benefits, as provided for elsewhere in this Agreement.

5.2.2 Child-Bonding Leave: Unit members in their first year of employment with the District who not eligible for the Education Code section 44977.5 leave and are not eligible for CFRA leave, may take up to ten (10) consecutive days of sick leave for purposes relating to the birth, adoption, or initiation of legal guardianship of a new child to a family. If sick leave is exhausted, this will revert to differential pay as defined in section 3.1 of this Article. While on leave, unit members shall continue to receive District paid health and welfare benefits, as provided for elsewhere in this Agreement. Such leave must commence as soon as the unit member is medically eligible to return to work or as soon as the adopted child is physically placed in the unit member's custody or a child's legal guardianship is changed in accordance with the law. This leave shall not supplant other appropriate leave

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granted in this article.

- 5.3 The District will also grant unpaid child care leave. The maximum length of such leave shall be twelve (12) months. However, if the employee's return date falls mid-semester, leave shall be extended such that the employee returns to work at the beginning of the next full semester. Unit members may request an extension up to twelve (12) additional months.
- 5.4 Unit members will be granted, upon request, two (2) days of absence with full pay at the time of the birth, adoption, or the initiation of legal foster care of a child with the unit member. For multiple births, multiple adoptions, or multiple foster child placements, unit members will be granted, upon request, the above referenced two (2) days of absence with full pay for each child. These two days will occur concurrently within the twelve (12) weeks of Pregnancy Disability or Child-bonding Leave provided by law and/or set forth in sections 5.1 and 5.2.

Section 6 – Military Leave

- 6.1 Military leave of absence shall be granted as provided for in the Military and Veteran's Code of the State of California. Military orders must be verified in advance by filing with the Human Resources Office a copy of the military orders requiring military duty.
- 6.2 If active reserve duty is required, whenever possible leave pursuant to this section will be scheduled during non-teaching times of the year.

Section 7 – Bereavement Leave

- 7.1 Unit members shall be permitted up to a maximum of five (5) days of leave with full pay for necessary absence, not necessarily consecutive, in the event of the death of any member of the employee's immediate family. "Immediate family" as used in this section includes husband; wife; domestic partner; mother; father; sister; brother; sister-in-law; brother-in-law; son, daughter; mother-in-law; father-in-law; grandfather; grandmother; son-in-law; daughter-in-law; grandchild; aunt; uncle; step children and step parents or any relative of either spouse/domestic partner living in the immediate household of the unit member.
- 7.2 The Assistant Superintendent of Human Resources, the Superintendent, or designee, may, upon request, grant bereavement leave in special circumstances for the death of an individual not identified under Section 8.1 above.
- 7.3 Members shall follow district procedures for reporting absences whenever possible.

Section 8 – Jury Duty and Other Legal Responsibilities

- 8.1 The District agrees to grant to members of the bargaining unit regularly called for jury duty in the manner provided by law, or as a witness pursuant to subpoena when the unit member is not a party of interest, leave of absence without loss of pay for time the employee is required to perform jury duty or to be a witness during the employee's

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regularly assigned working hours. Employees so called for jury or witness duty must notify the District of service date(s) upon receiving said notice from officers of the Court. The District shall pay the employee the difference, if any, between the employee's regular rate of pay and the amount received for jury or witness duty, less meals, travel, and parking allowances. Employees are required to return to work during any day or portion thereof in which jury duty or witness services are not required. The District may require verification of jury or witness duty prior to or subsequent to providing jury duty or witness compensation.

- 8.2 The unit member shall transmit to the District Business Office any juror's or witness' fees exclusive of meals, mileage, and/or parking fees paid to the member for jury service performed during the regular work year. The work year is described in Article IV of the collective bargaining agreement.

Section 9 – Leave Without Pay

9.1 Full-time Leave Without Pay

9.1.1 Upon recommendation of the Superintendent or designee, full-time leaves of absence without pay may be granted in the full discretion of the Board of Trustees to unit members for a semester or a year as designated by the Board under the following conditions:

- A. That the purpose of the full-time leave of absence is for one of the following reasons:
 - (1) Illness or other equally grave emergency
 - (2) Advanced professional or academic training
 - (3) Travel that would enhance the performance of the unit member in the job assignment
 - (4) Family responsibilities
 - (5) Other reasons deemed satisfactory to the Superintendent and Board of Trustees.
- B. That the leave not have the full or partial purpose of accepting alternate employment in another school district, but that the unit member may accept such employment during the leave if the purpose of the leave is fulfilled.
- C. That the unit member shall have served at least one (1) year on tenure at the start of the leave, except for those leaves under Section A-(1) above made necessary by illness or other equally grave emergency.
- D. That fall semester leaves of absence will normally be granted only under the following conditions:
 - (1) Illness or other equally grave emergency in the immediate family of the unit member
 - (2) Any other purposes indicated above that can only be accomplished during the fall semester.

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- 9.1.2 Unit members returning from leaves of absence will be given credit on the salary schedule for completed course work in line with the provisions of this Agreement upon filing official transcripts with the Division of Human Resources.
- 9.1.3 The Superintendent may recommend that the Board of Trustees deny any leave without pay request when that particular leave is deemed not in the best interests of the school or the District.
- 9.1.4 Unit members requesting a leave of absence without pay for the full year or Fall semester must do so prior to March 1 of the year preceding the year the leave is requested. Leaves of absence for the Spring Semester must be requested prior to November 1. All requests for leaves of absence without pay shall be on district approved forms submitted to the Assistant Superintendent of Human Resources. The recommendation of the Assistant Superintendent of Human Resources shall be communicated to the unit member in writing.

In the case that a member applies for a leave to undertake a specific course of study and is subsequently not admitted to the program to which they have applied, the member retains the right to rescind their leave request no later than May 1. The unit member will indicate that he/she is applying to undertake a specific course of study by attaching documentation as to his/her application to such a specific course of study prior to March 1.

- 9.1.5 Unit members on leave of absence pursuant to this section for the full year or spring semester must notify the Assistant Superintendent of Human Resources in writing on or before March 1 that it is their intention to return to service for the next school year. Unit members on leave for the fall semester must notify the Assistant Superintendent of Human Resources in writing by November 1 that it is their intention to return to service for the spring semester. Failure to properly notify the District of intention to return to service shall subject the employee to termination pursuant to Education Code Section 44842.

9.2 Part-time - Leave Without Pay

- 9.2.1 Upon the recommendation of the Superintendent or designee, part-time leaves of absence without pay may be granted in the full discretion of the Board of Trustees to unit members for the spring semester or full year as designated by the Board under the following conditions:
- 9.2.2 The timelines related to submission of requests for part-time leaves will be the same as those timelines for full-time leaves.
- A. That the purpose of the part-time leave of absence is for one of the following reasons:
- (1) Illness or other equally grave emergency
 - (2) Advanced professional or academic training

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- (3) Illness or other equally grave emergency in the immediate family of the unit member
- (4) Family responsibilities related to care of children, an ill or disabled spouse/domestic partner or a parent (by blood or marriage)
- (5) Desire to reduce assignment due to age, pending retirement, or other good cause
- (6) Other reasons deemed satisfactory to the Superintendent and the Board of Trustees.

B. That the leave not have the full or partial purpose of accepting alternate employment in another school district, but that the unit member may accept such employment during the leave if the purpose of the leave is fulfilled.

9.3 The Superintendent, or designee, may waive the timelines in Sections 10.1 and 10.2 above when in his/her opinion it is in the best interest of the District to do so.

Section 10 – Illness in the Immediate Family

- 10.1 A unit member may be granted up to four days' absence per fiscal year with full pay because of serious illness in the immediate family of the unit member requiring the actual presence of that unit member.
- 10.2 "Immediate family member" as used in this section means any of the following: spouse/domestic partner, child, father, mother, father-in-law; mother-in-law; grandparent; grandchild; sibling; or any relative living in the immediate household of the employee.
- 10.3 Leave under this section is granted by the Assistant Superintendent, Human Resources.
- 10.4 Leave pursuant to this section is available when pregnancy and delivery require a unit member's presence.

Section 11 – Sabbatical Leave

- 11.1 Purpose – Sabbatical leaves, which may include a component of travel, may be granted for the following purposes:
- 11.1.1 To work on a project that directly relates to the performance of the applicant's present assignment, to the operation of the department of which s/he is a member, to the school of which s/he is a member, or to the District.
 - 11.1.2 To attend a college or university for course work – eight (8) semester units per semester of leave to be completed prior to return from leave.
 - 11.1.3 To undertake a personal plan of study.
 - 11.1.4 For a combination of any of the four previously mentioned categories.
- 11.2 Length of Sabbatical Leaves – Sabbatical leaves may be granted for the following periods of time:

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- 11.2.1 One (1) year, compensated at sixty percent (60%) of the salary of the unit member, or
- 11.2.2 One (1) semester, compensated at eighty percent (80%) of the salary of the unit member for the semester on sabbatical leave.
- 11.3 Application Procedure – Application for leave pursuant to this Article shall be submitted in writing on district approved forms by February.
- 11.4 Application Review and Approval
 - 11.4.1 Each year the Superintendent or designee will establish a Sabbatical Leave Committee comprised of three (3) certificated staff members selected by SDTA and three (3) certificated staff members appointed by the Superintendent or designee. The Assistant Superintendent, Human Resources, or designee shall chair the Committee. The Committee will review, evaluate, and rank order applications and forward its recommendations to the Superintendent.
 - 11.4.2 The Superintendent will review the service records of the applicants and the recommendations of the Sabbatical Leave Committee make his/her own analysis of the quality of the applications, and present his/her sabbatical leave recommendations to the Board of Trustees by the last working day in March. Upon the Superintendent's determination, and prior to the Board meeting at which the Superintendent's recommendations shall be considered, the Assistant Superintendent of Human Resources or designee will notify the applicant of such recommendations.
 - 11.4.3 The Board will act to grant or deny sabbaticals no later than the regular Board meeting following presentation of the Superintendent's recommendations to the Board.
- 11.5 Eligibility
 - 11.5.1 A unit member who has completed seven (7) or more years of continuous service in the District, and who is tenured at the time of application, may apply for a sabbatical leave of absence. To be eligible for sabbatical leave the unit member must have a minimum of seven (7) consecutive years of paid service between sabbaticals.
 - 11.5.2 Leaves of absence granted by the District shall not be considered a break in service for the purposes of this Article, but shall not be credited as service in computing the seven (7) years in Section 11.5.1 above.
 - 11.5.3 The number of unit members granted sabbatical leave in any year shall be up to one percent (1%) of the bargaining unit, based on full-time equivalents. Provided all eligibility, application, and review standards are met as determined by the Superintendent, each year for the duration of this Agreement the District will grant sabbatical leaves up to the percentage

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provided in this section.

- 11.5.4 To be eligible for sabbatical leave, a unit member must have met two or more of the three designated standards on his/her most recent Formal Conference evaluation or have a satisfactory performance evaluation on the most recent Formal Conference evaluation.
- 11.5.5 The Superintendent will establish a rank order from those qualified for sabbatical leave as soon after January 15 as administratively practicable. Priority for this rank order shall be established by the number of years the applicant has been employed in this district since his/her most recent hire date. If the applicant has had a previous sabbatical leave, the number of years of service for this purpose shall be those since the previous sabbatical leave. Unit members with two (2) previous sabbaticals shall be placed at the bottom of the eligibility list.

11.6 Miscellaneous

- 11.6.1 Upon being granted sabbatical leave, the unit member will sign an agreement to return to the District for twice the length of the sabbatical leave. A bond securing this agreement will be required of the unit member, the cost to be equally shared by the District and the recipient.
- 11.6.2 Full step advancement credit will be granted on the salary schedule for sabbatical leave.
- 11.6.3 Within sixty (60) calendar days after returning to duty following a sabbatical leave, each sabbatical recipient shall submit in writing to the Human Resources Office on district approved forms, and with appropriate support materials, evidence of completion of the program for which the leave was granted. A report to the board will be scheduled for a board meeting within the first semester of the unit member's return from Sabbatical.
- 11.6.4 The program for which the sabbatical leave is granted will be carried out without substantial deviation unless there is prior approval in writing from the Assistant Superintendent, Human Resources. Failure to carry out all or part of the approved program for which the leave is granted may be cause for the District to recover all or part of the amount of compensation paid to the employee during the sabbatical leave of absence.
- 11.6.5 Unit members who wish to decline sabbatical leaves granted by the Board of Trustees must have prior approval from the Assistant Superintendent, Human Resources. Requests for cancellations of sabbatical leaves shall be made in writing to the Assistant Superintendent, Human Resources. Requests may be denied based on staffing needs.
- 11.6.6 The District will make available to unit members granted sabbatical leave information regarding the options that are available for State Teachers' Retirement System contributions.

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Section 12 – Professional Service Leave

- 12.1 Upon approval of the Superintendent or designee, officers and official representatives of civic, fraternal, or service organizations may be permitted to attend the conferences and conventions of these groups when the meetings or conferences, including travel time, do not exceed five (5) school days within any one (1) fiscal year. For each day of absence the District will deduct from the salary of the unit members using leave pursuant to this section an amount equal to the daily rate of pay for a substitute teacher. Any expenses incurred by the unit member shall be paid by the unit member.
- 12.2 Upon approval of and subject to rules and regulations determined by the Superintendent or designee, a unit member may be granted leave at the end of the school year to attend a convention or summer institute which requires attendance before the last day of required service in the school year. The cost of the substitute's pay will be deducted from the unit member's salary for those days on which a substitute is required.
- 12.3 The Superintendent or designee may grant leave to unit members to provide professional service on school days to an educational agency or organization other than the District, with due consideration for the needs of the District and the benefit of such service to the District, to education at large, and to the professional growth of the employee. If the unit member receives for such service a fee which is greater than necessary expenses, the District will deduct this amount from the member's salary on a prorated, day-for-day basis, up to but not exceeding the daily rate of pay for a substitute teacher.
- 12.4 Approval for leave pursuant to this section must be obtained prior to its use.

Section 13 – Catastrophic Leave

- 13.1 Eligibility – Bargaining unit members may apply for and be eligible to receive catastrophic leave pursuant to the following:
- 13.1.1 The unit member is suffering from an incapacitating illness or injury which is expected to continue for an extended period of time, as verified by the attending physician, and which prevents the unit member from performing his/her regularly assigned work. Verification shall set forth the diagnosis, prognosis and expected length of absence.
- 13.1.2 The time off work must create a financial hardship for the unit member because he or she has exhausted all accrued sick leave and any other paid time.
- 13.1.3 Eligibility for catastrophic leave credits shall run concurrently with extended disability leave pursuant to Section 3 of this article and may be used only during the current school year. The unit member may reapply and may be granted days of catastrophic leave in subsequent school years related to the same illness/accident absence.
- 13.1.4 Unit members will not be eligible to use catastrophic leave credits unless they have previously donated sick leave credits to the reserve. Previously donated as used in this paragraph means having donated sick leave credits during the annual period as defined in

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subsection 13.2.3 below.

13.1.5 Catastrophic leave credits may be used only in full day increments.

13.2 Procedures for Contributing Sick Leave Credit

13.2.1 Unit members may contribute only one sick leave day in any one fiscal year.

13.2.2 Only unit members who have contributed sick leave days to the catastrophic leave bank will be eligible to apply for catastrophic leave. In any school year during which the catastrophic leave bank is projected to have a balance of fifty (50) or fewer days, unit members shall be notified and asked to contribute a sick leave day by a date determined by the Catastrophic Leave Committee.

To remain eligible, members must contribute one sick leave day when there is a solicitation. Members who have exhausted their sick leave at the time of a solicitation may pledge one sick leave day from their next year's leave to remain eligible. Catastrophic leave shall not be available if the sick leave day credits in the catastrophic leave bank reach zero."

13.2.3 Sick leave credits may be contributed only from July 1 through October 1 of each school year. Unit members employed by the District after October 1 may donate to the sick leave bank within the first thirty calendar days of employment.

13.2.4 Contributions of sick leave credits are irrevocable and shall be for a full day only.

13.2.5 Only unit members who have contributed days to the catastrophic leave bank are eligible to use it.

13.2.6 Unit members who have used days of catastrophic leave must contribute one day prior to October 1 of the subsequent school year in order to regain eligibility for catastrophic leave.

13.3 Joint Association-District Catastrophic Leave Committee

13.3.1 A joint Association-District Committee comprised of two representatives and an alternate of each party shall administer the provisions of this article.

13.3.2 The duties of the joint committee established by this section shall include the following:

13.3.2.1 Determine and certify that the unit member is eligible for catastrophic leave based on the severity of the illness/accident and physician's verification of illness/disability.

13.3.2.2 Determine the number of days to be granted, if any, considering such factors as the anticipated duration of the illness, previous use of sick leave and leave pursuant to this section, and length of

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service.

- 13.3.2.3 Establish procedures for requesting and for donating catastrophic leave credits. Any procedures established shall have the express approval of both parties. The committee shall act prudently to ensure that a sufficient number of days are in the catastrophic leave bank to meet anticipated needs.
- 13.3.2.4 Approve and designate appropriate forms for donating and requesting catastrophic leave credits.
- 13.3.2.5 Determine method of proration for sick leave days returned to donor upon discontinuance of the program.
- 13.3.3 The joint committee may request that an applicant for catastrophic leave apply for STRS disability allowance in lieu of using the leave provided in this section.
- 13.4 Miscellaneous
 - 13.4.1 Unit members do not accrue sick leave while using catastrophic leave credits.
 - 13.4.2 Unit members receiving workers' compensation benefits for industrial illness/injury shall not be entitled to use catastrophic leave credits provided in this section.
 - 13.4.3 Approval or denial of catastrophic leave requests by the joint committee shall not be subject to appeal or subject to the provisions of Article X-Grievance Procedure of this Agreement.
 - 13.4.4 District-paid health and welfare benefits shall end when extended disability leave (differential pay) provided in Section 3 of this article would have ended had catastrophic leave not been granted. Unit members using catastrophic leave credits beyond the five months of disability leave may continue health and welfare benefit coverage by paying the appropriate premiums.
 - 13.4.5 Catastrophic leave, if granted, shall not commence until all sick leave is exhausted, or ten days after illness commences, whichever is later.

Section 14 - Other Leave

Additional leave may be granted with or without pay at the complete discretion of the Superintendent or designee.

Section 15 - Unpaid Family Medical Leave

Family Medical Leave pursuant to the federal Family Medical Leave Act and the California Family Rights Act shall be granted in accordance with the state and federal statutes and regulations.

ARTICLE VIII

PROCEDURES FOR EVALUATION

Section 1 General Provisions

- 1.1 The District shall provide for the evaluation of all unit members using one of the following formats: (1) Formal Conference evaluation or (2) Self-Assessment evaluation. Probationary unit members shall be evaluated every year using the Formal Conference format. Unit members with permanent status shall be evaluated every other year using the Formal Conference format or the Self-Assessment format if Article VIII, Section 6 is applicable. At the discretion of the principal, permanent status members may skip one evaluation cycle. Those members who have selected to skip a cycle will be notified by the principal within 30 calendar day following the first work day of the school year for unit members.
 - 1.1.1 Formal Conference evaluations require identification of three (3) standards, and for a classroom teacher, a minimum of three formal classroom observations conducted by the designated evaluator.
 - 1.1.2 Self-Assessment evaluation requires agreement between evaluator and unit member regarding three (3) standards to be assessed and assessment methods as described in section 6.2 of this article.
 - 1.1.3 A permanent unit member will be on Formal Conference evaluation at least once in every six (6) years.
 - 1.1.4 Consulting teachers will be eligible for Self-Assessment, notwithstanding other provisions in this article.
- 1.2 The evaluator shall be any certificated administrator at the same school site as the unit member so designated by district management. Unit members shall not evaluate other bargaining unit members.
- 1.3 Unit members who are to be evaluated will be so notified by the principal or program administrator within thirty (30) calendar days following the first work day of the school year for unit members or within thirty (30) calendar days of initial employment, whichever is later. Such notice will contain a brief explanation of evaluation procedures and will include a copy of the Standards, the Key Elements, the Performance Evaluation Rubric (herein referred to as the Rubric) for determining whether or not the Key Elements have been met, and a sample copy of documents and forms to be used. Other bargaining unit members will receive similarly purposed and relevant documents at this same time.
- 1.4 With the exception of classroom teachers assigned to participate in the Partnership Program, unit members scheduled for evaluation will have the right to one (1) change in designated evaluator, provided the request is made after the notification provided in Section 1.3 above and before the preliminary review conference provided in Section 1.5 below. The request shall be in writing.

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- 1.4.1 A Referred Teacher will be evaluated by the site principal while participating in the Partnership Program.
- 1.4.2 In the case of Redwood Continuation School, the member may request a change of evaluator to an administrator selected by the Assistant Superintendent of Human Resources.
- 1.5 At least one (1) preliminary conference will be held within fifty (50) calendar days following the first work day of the school year for unit members or sixty (60) calendar days for those on Self-Assessment at which time the evaluator and evaluatee will determine the nature of the assessment that will be done, prepare the Pre Evaluation Conference form and review the manner in which the evaluation will be carried out.
 - 1.5.1 Any Standard on which a teacher referred to the Partnership Program receives a designation of "Not Met" shall be included in the Formal Conference evaluation during the Partnership Program year.
- 1.6 The Association and the District shall mutually agree to forms used to initiate evaluation goals and objectives and to summarize an annual evaluation. Current forms are included in Exhibit 2 of this Agreement and shall remain in use until modified by mutual agreement.

Section 2 - Assessment Methods

- 2.1 The California Standards for the Teaching Profession, most recently adopted by the State, shall provide the basis for the evaluation of classroom teachers and shall provide the foundation for assistance provided.
 - 2.1.1 These Standards are adopted for the sole purpose of providing assistance to classroom teachers and recognizing and supporting quality instruction.
- 2.2 The evaluation of classroom teachers shall be based on three (3) of the six (6) standards agreed to by the evaluator and the teacher in the pre evaluation conference as the designated standards. If there is a difference of opinion in identifying these standards: one (1) Standard shall be identified by the classroom teacher and two (2) Standards by the evaluator.
- 2.3 With the approval of the principal and in consultation with the evaluatee, the evaluator may substitute an alternative Standard as the designated Standard if a need is so determined. The evaluatee continues to retain the right to select one (1) of the three (3) designated standards pursuant to Section 2.2 of this Article. This action shall be taken by the end of the first quarter.
- 2.4 In-service training related to evaluation based on the California Standards for the Teaching Profession shall be conducted for administrators and offered to classroom teachers.

Section 3 - Assessment Procedures

- 3.1 Evaluation will be based upon the Key Elements of the Standards. The assessment methods may include: formal classroom observations, drop-in visits, examples of student work, review of teacher developed lessons and work products, and information relating to

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teacher implementation of board adopted content standards and standards of student progress adopted by the board.

- 3.2 The nature of the permanent classroom teacher's assignment, the subject matter, grade level taught and the area in which the teacher has been credentialed will assist in determining the emphasis which will be placed on the Key Elements.
- 3.3 Classroom observations will be a key source of evidence for the teacher evaluation. Ordinarily, teachers on Formal Conference evaluation will be observed on three (3) occasions, or for two full block periods. If after two observations of a permanent classroom teacher, the evaluator determines that all three of the designated standards have been met, then a third required observation may be waived by mutual agreement of the unit member and the evaluator.
 - 3.3.1 Non-tenured unit members will have at least the 1st formal observation and post-observation conference prior to the Winter Break.
- 3.4 The duration of at least one classroom observation shall be a full class period. Ordinarily, all other classroom observations pursuant to Section 3.3 shall be for a minimum of forty-five (45) minutes, however, in no circumstances will an observation be less than thirty (30) minutes.
- 3.5 In the event the evaluator observes conditions in the first or second observation that may lead to an "Unsatisfactory" evaluation, the duration of subsequent observation(s) shall be for an entire class period. In the event the evaluator cannot observe for at least 90% of the period, the observation shall be considered a "drop in visit" and an additional observation will be scheduled.
- 3.6 Classroom observations will be scheduled with the unit member at least three days in advance. Observations may be scheduled with less than three (3) days notice by mutual consent. The classroom teacher may request a Pre Observation Conference at the time of notification. The evaluatee will provide the evaluator a completed Observation Planning Form at least one (1) day prior to each formal observation. Observation Planning Forms may be provided with less than one day of notice by mutual consent. The evaluator reserves the right to conduct unscheduled "drop in" visits for those observations that exceed the minimum amount listed in section 3.3 of this article. In the event that the evaluator cancels a scheduled classroom observation, the unit member may waive the requirement to submit a completed Observation Planning Form for the subsequently rescheduled observation. If under these circumstances the Pre-Observation Planning Form is waived, the teacher shall participate in a pre-observation conference.
- 3.7 Classroom observations shall be followed by a conference with written feedback within 10 days of the observation.
 - 3.7.1 The post-observation conference shall include feedback on every standard selected for the evaluation including an indication that each Key Elements of the standards was "Met", "Needs Improvement", or "Not Observed".

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- 3.8 A unit member shall not be assessed based upon the results of standardized norm referenced test.
- 3.9 A unit member's evaluation shall not be based upon his/her personal life or lifestyle.
- 3.10 A joint task force shall be established with three representatives from SDTA and three District representatives that will adapt the current evaluation system for non-instructional unit members' evaluation. During the 2016-17 school year, the committee will first focus on Counselors, using the California Standards for the School Counseling Profession or other professional standards. SDTA shares the District's interest in updating the procedures for all non-classroom unit members. These committees will forward recommendations to the full bargaining teams.

Section 4 - Selection of Assessment Methods

- 4.1 The evaluator and evaluatee shall attempt to mutually agree on assessment methods. However, the evaluator shall make the final determination of the actual assessment methods for each evaluatee. If a unit member cannot concur in this determination, s/he shall so advise the evaluator and the immediate supervisor of the evaluator, who shall then confer with both the evaluatee and the evaluator and make a final determination.

The unit member may attach to the final determination his or her disagreement with the evaluator's identified assessment methods.

Section 5 - Final Evaluation

- 5.1 A final overall evaluation rating for a permanent classroom teacher shall only be made when the unit member is found to be "Unsatisfactory." If no unsatisfactory rating is made, the teacher is determined to have satisfactorily completed the evaluation process.

A final overall evaluation for unit members other than classroom teachers shall be determined as "satisfactory" or "unsatisfactory."

- 5.2 A classroom teacher in probationary status will not be given an overall rating on his/her Final Evaluation. Key Elements on the Probationary Teacher Performance Evaluation Form will only be marked "Met" or "Needs Improvement." A classroom teacher in temporary status who is placed on formal conference evaluation may receive an overall rating of "Unsatisfactory."

- 5.3 A standard is determined to have been met if a majority of the Key Elements which support a specific standard have been marked "Met" on a classroom teacher's Formal Performance Evaluation Form.

5.3.1 The Rubric will be used to determine whether or not a Key Element has been met. The Rubric is included as an exhibit in this Agreement.

5.3.1.1 Since the Key Element Rubric performance indicators may be listed more than once in support of a Key Element, consideration will be taken when using such indicators to support evidence of failure to meet a Key

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Element or a standard.

- 5.4 In preparing the Final Evaluation the evaluator shall rely upon data collected through observations, collection of relevant data as described in Section 3.1, and evaluation conferences with the evaluatee.
- 5.5 An overall Unsatisfactory rating will be determined when the permanent classroom teacher fails to meet at least two of the three designated standards. (Or a standard subsequently substituted by the end of the first quarter).
- 5.5.1 An "Unsatisfactory" rating on the final formal evaluation form of a permanent classroom teacher will be accompanied by related and specifically documented evidence on each Standard, which is determined to be "Not Met."
- 5.6 In circumstances where, in the principal's professional judgment, student learning is in serious jeopardy or where the work of others is negatively impacted to a serious degree, a determination of "Unsatisfactory" for a permanent classroom teacher may be made if only one standard is designated as "Not Met."
- 5.7 A rating of Unsatisfactory on the Final Performance Evaluation Form for a permanent classroom teacher shall result in a referral to the Partnership Program.
- 5.8 A copy of the final evaluation shall be given to the unit member no later than 30 calendar days prior to the end of the school year. The unit member will be given the opportunity to discuss the evaluation with the evaluator. The unit member shall sign the evaluation form signifying only that s/he has read the document and has been provided the opportunity of attaching a written response within ten (10) school days. The evaluation and the response shall be placed in the unit member's personnel file.
- 5.9 The evaluator may recommend that a permanent classroom teacher who does not meet one of the three designated Standards be returned to Formal Conference Evaluation and/or participate in the Partnership Program as a Volunteer Teacher in the succeeding year under either of the following conditions:
1. The teacher has five (5) Key Elements within the three designated Standards determined as "Not Met."
 2. The teacher has a combination of seven (7) or more Key Elements within the three designated Standards determined as "Not Met" or "Needs Improvement."
- In each instance the teacher will return to Formal Conference to work to improve on the designated Standards and Key Elements that were marked "Not Met" or "Needs Improvement." If the teacher volunteers to participate in the Partnership Program, the teacher will meet with the principal between April 1 and May 1 to provide a self-report of his or her participation in the program. No written record will be kept from this meeting.
- 5.10 A unit member assigned to participate in the Partnership Program who is determined to have met at least two (2) standards on his/her concurrent final evaluation during the year of participation will return to the normal two year evaluation cycle unless otherwise determined on the Principal's Recommendation Form.

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- 5.11 Procedures for dismissing probationary unit members during the school year are found in Board Policy 4117. Procedures for terminating probationary unit members at the end of the school year are found in Education Code Section 44885(b) and 44929.21.

Section 6 - Self-Assessment

- 6.1 A permanent unit member scheduled for an evaluation who has been determined to have met standards on his/her two most recent evaluations as a permanent employee may request to use the Self-Assessment format. The principal has the right to deny this request. The denial must be in writing and state the rationale for the denial.
- 6.1.1 If a request for Self-Assessment is denied, the unit member has the right of appeal to the Assistant Superintendent, Human Resources. A meeting will be held at which the evaluatee has the right to representation. The decision of the Assistant Superintendent shall be delivered in writing and is final, and not subject to grievance. Any documentation prepared or created during the denial or appeal process shall not become part of the unit member's permanent personnel file.
- 6.1.2 If self-assessment is denied, the unit member shall be placed on Formal Assessment Format. A unit member denied self-assessment shall have the right to one change in evaluator as describe in Section 1.4. In the case of Redwood Continuation School, the member may request a change of evaluator to a district administrator selected by the Assistant Superintendent of Human Resources.
- 6.2 Within fifty (50) calendar days following the first work day of the school year for unit members, the unit member and the designated evaluator shall meet and mutually agree upon the standards to be assessed and the assessment methods by completing a Performance Evaluation Form (Form A) Teacher Self-Assessment.
- 6.3 The teacher will conduct the assessment and forward to the assigned evaluator the completed Self-Assessment Final Report Form. The form will be submitted forty-five (45) calendar days before the end of the school year.
- 6.4 The evaluator will review the self-assessment and make a final evaluation determination of "Satisfactorily Completed" or "Unsatisfactorily Completed."
- 6.4.1 The evaluator will return the Self-Assessment Final Report to the unit member within fourteen (14) calendar days after receiving the self-assessment. The unit member will keep one copy and one copy will be placed in the unit member's personnel file along with a copy of Form A. The unit member will have seven (7) Calendar days to respond to any comments made by the evaluator. The unit member's comments will be attached to the final evaluation form before it is placed in his/her personnel file.
- 6.5 Unit members on Self-Assessment who do not satisfactorily complete the assessment will be placed on Formal Conference evaluation the succeeding school year.

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Section 7 – Non Teaching Certificated Employees

- 7.1 Unit members whose duties are other than a classroom teacher (psychologist, school counselors, librarians, school nurses, special education program specialist, and speech therapists) shall be evaluated on the same cycle as classroom teachers. (See Section I General Provisions).
- 7.2 Unit members who are to be evaluated will be so notified by the principal or program administrator within thirty (30) calendar days following the first work day of the school year for unit members or within thirty (30) calendar days of initial employment, whichever is later.
- 7.3 Non-teaching members of the bargaining unit will focus on those elements of their job performance and goals which are mutually agreed to by the unit member and his/her evaluator.
- 7.4 At least one (1) preliminary conference will be held within fifty (50) calendar days following the first work day of the school year for unit members at which time the evaluator and evaluatee will determine three (3) mutually acceptable goals. These goals should be specific and when possible measurable.
- 7.5 The evaluator and the evaluatee shall have at least one (1) feedback conference by February 1st of the school year. The evaluatee shall provide evidence of progress on the goals and the evaluator shall provide written feedback on job performance and progress towards goals.
- 7.6 The Final Evaluation Form shall report that the unit member has “Met” or Not Met” the established goals.
 - 7.6.1 When the goal is marked as “Not Met”, the unit member shall be placed on Formal Evaluation for the following school year and an Improvement Plan shall be developed.

Section 8 – Teachers on Special Assignment

- 8.1 The Formal Evaluation for a teacher on a part-time special assignment shall be based only on classroom teaching.
- 8.2 The Formal Evaluation for a teacher on a full-time special assignment shall be conducted pursuant to Section 7 above.
- 8.3 A teacher on special assignment may be reassigned as a classroom teacher at the discretion of his/her supervisor at the completion of the school year for the following school year. Whenever possible, the teacher will have the right to return to his/her former school site and similar teaching assignment.

Section 9 - Employee Evaluation Complaints

- 9.1 Unit members who have a complaint about their evaluation shall seek satisfaction at the

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first step possible through normal channels in the following sequence:

- Evaluator
- Principal or Program Administrator, as appropriate
- Assistant Superintendent, Human Resources and Student Services

The evaluation procedure, but not the content of the evaluation, shall be subject to the grievance procedure of Article X of the Agreement.

Section 10 - Obligations of the District and the Association

The District is obligated to supervise and evaluate unit members. The Superintendent or designee will train administrators in the fine art of supervision and evaluation specifically as it relates to the improvement of teaching and learning and the use of the California Standards for the Teaching Profession.

The Association agrees to work in a cooperative manner with the school or District administration in giving whatever assistance may be necessary in order to remediate unsatisfactory performance of a unit member. Nothing in this section obligates the Association to assume any financial responsibility for remediation of performance.

Section 11 - Partnership Peer Assistance Program

The components of the Partnership Peer Assistance Program related to teacher evaluation shall conform to the agreements and procedures contained in this article. SDTA and the District will mutually develop and agree upon all necessary forms and rubrics prior to implementation of Sections 7 and 8. Similarly, SDTA and the District will mutually develop and agree upon rubrics for the most recently adopted CSTPs prior to their implementation in the evaluation of classroom teachers.

ARTICLE IX

SAFETY

Section 1 - General

- 1.1 The District shall make a reasonable effort to provide employment and a place of employment which is as safe as the nature of the employment and assigned duties reasonably permit. A unit member shall not be required to perform duties under conditions which pose an immediate and serious threat of serious bodily harm to the unit member, provided that he or she has taken reasonable means within his or her discretion to remedy the condition.
- 1.2 The Association and the District will work together in eliminating safety and health hazards. The District, the Association, and the unit members recognize their obligations and/or rights under existing Federal and State laws with respect to safety and health matters.
- 1.3 Each unit member has a personal responsibility for the cleanliness and safety of the unit member's classroom, office, or area of supervision, and will perform all work in a safe manner. It is understood that this section refers to safety matters and general orderliness and not to custodial duties for teachers.
- 1.4 Should a unit member identify a condition which appears to be unsafe, the unit member will attempt to restore safety, if it is within the unit member's capabilities. Then the unit member will immediately notify his/her Principal or other site administrator. The condition will be investigated by qualified personnel and the condition corrected if the District deems it to be unsafe.

Section 2 - Attacks or Assaults Upon Unit Members

- 2.1 Unit members shall immediately report threats or cases of assault and/or battery suffered by them in connection with their employment to their Principal or supervisor, who shall immediately report the incident to the appropriate law enforcement agency and forward such notification to the Superintendent. The Association president shall be notified the day of the incident or as soon as possible thereafter. At the unit member's request, her/his name shall be withheld.
- 2.2 It is mutually agreed by the parties to this Agreement that a unit member may, when necessary, use reasonable force in the performance of his/her duties in the interests of self-protection. It is further agreed that under such circumstances the unit member must exercise mature judgment, acting and reacting in a "reasonable and prudent" manner.
- 2.3 If site administrators receive threats to the physical well-being of a unit member, the unit member will be notified immediately or as soon as possible of the threat.

ARTICLE IX – SAFETY – Section 2.4

- 2.4 Unit members shall have full support and assistance from the District in dealing with persons who pose a threat to their safety. This support and assistance shall include full use of all legal steps available.

ARTICLE IX: SAFETY

- 2.5 It shall be within the discretion of the Superintendent to grant additional Industrial Accident or Illness Leave beyond that provided in Article VII of this Agreement to a unit member who is injured or harmed.

Section 3 - Examinations or Tests

Any examination or test required as a condition of initial employment shall be at the unit member's expense. Other physical or mental examinations required by the Superintendent as a condition of continued employment shall be at the expense of the District.

ARTICLE X

GRIEVANCE PROCEDURE

Section 1 - Purpose

- 1.1 The purpose of this grievance procedure is to facilitate the processing of a claim of grievance and to secure, at the administrative level closest to the alleged aggrieved employee; resolution to any alleged violation of a specific provision of this Agreement which adversely affects an employee covered by this Agreement in his/her employment relationship.
- 1.2 Action to challenge or change the general policies of the District as set forth in Board or Administrative policies or rules must be undertaken under separate legal processes. Other matters for which a specific method of review is provided by law, by rules and regulations of the Board of Trustees or by the administrative regulations and procedures of this school district are not within the scope of the grievance procedure.

Section 2 - Definitions

- 2.1 A "grievance" is alleged violation(s), misinterpretation(s), or misapplication(s) of a specific provision(s) of this Agreement, which directly and adversely affects the grievant. Action to challenge or change the terms of this Agreement shall not be considered a grievance.
- 2.2 A "grievant" is an employee or a group of employees of the District covered by the terms of this Agreement. The Association may be a grievant for the purposes of this Article.
- 2.3 "Day(s)" shall mean a day, except those days during summer, winter, or spring vacation, when the Central Administration offices of the District are open for regular business. Exceptions may be made by mutual agreement.
- 2.4 The "immediate supervisor" is the lowest level administrator or supervisor having line supervisory authority over the grievant who has been designated to adjust grievances.

Section 3 - Procedure

3.1 Informal Level

Before filing a formal written grievance, the grievant shall attempt to resolve it by an informal conference with the grievant's immediate supervisor.

3.2 Formal Level

3.2.1 Level 1

If the grievance is not resolved at the informal level and within ten (10) days after the grievant reasonably could have become aware of the act or omission giving rise to the grievance, or within ten (10) days of the informal conference at which resolution of the grievance was not reached, the grievant must present such grievance in writing on the appropriate form to the immediate supervisor or designee. Whenever possible, the written grievance must be presented within the

ARTICLE X: GRIEVANCE PROCEDURE

school year in which the grievance is alleged to have occurred, but not to exceed one year prior to the school year in which the grievance is filed.

The immediate supervisor or designee shall communicate a decision to the employee in writing within seven (7) days after receiving the grievance. Within the above time limits either party may request a conference with the other party.

In the event a conference is requested, said seven (7) -day limit shall be extended up to three (3) additional days.

3.2.2 Level 2

In the event the grievant is not satisfied with the decision at Level 1, and within seven (7) days after receipt of written notification of the decision, the grievant may appeal the decision on the appropriate form to the Superintendent, or designee. This statement shall include a copy of the original grievance, the decision rendered at Level 1, and a clear, concise statement of the reasons for the appeal.

The Superintendent, or designee, shall communicate a decision to the grievant in writing within seven (7) days after receiving the appeal. Either the grievant or the Superintendent may request a conference within the above time limits.

In the event a conference is requested, said seven (7) -day limit shall be extended up to three (3) additional days.

3.2.3 Level 3 - Advisory Arbitration

If the grievant is not satisfied with the decision at Level 2, he/she may within seven days after receipt of the written decision at Level 2 submit a written request to the Association that the grievance be moved to advisory arbitration. A copy of the request shall be sent to the superintendent or designee. Within fifteen (15) days after receipt of the grievant's request, the Association shall notify the superintendent in writing of the Association's decision to submit the grievance to advisory arbitration.

Within ten (10) days of such notice, the Association and the District shall attempt to agree upon a mutually acceptable arbitrator. If the parties are unable to agree upon a mutually acceptable arbitrator, the parties shall use the rules, procedures and services of the American Arbitration Association (AAA) or the State Mediation and Conciliation Service (SMCS) to select an advisory arbitrator to hear the grievance.

The fees and expenses of the arbitrator, a court reporter if utilized, and the hearing shall be borne equally by the District and the Association. All other expenses, including the costs of representation and of additional transcripts shall be borne by the party incurring them. However, if the arbitrator's recommended decision is rejected in its entirety or substantially modified by the Board of Trustees upon its subsequent review of the decision, the District shall pay all costs for the services of the arbitrator.

ARTICLE X: GRIEVANCE PROCEDURE

The arbitrator shall as soon as possible conduct a hearing and render an advisory award within thirty (30) days after closing of the record unless the timeline is waived by the parties. If the parties cannot agree upon the issues, the arbitrator shall determine the issues.

The arbitrator shall have no power to add to, subtract from or modify the terms of this Agreement or to contradict applicable laws. The arbitrator may recommend in any award such financial reimbursement or other remedies as he/she judges to be proper. If any question arises as to the arbitrability of the grievance, such question will be ruled upon by the arbitrator before the merits of the case have been heard.

The advisory decision of the arbitrator will be submitted to the Association and to the Board of Trustees. The Board shall take action upon the recommendation at the next regular meeting following receipt of the decision provided the matter may be placed on the agenda in time. The Board shall provide written notice of its decision. If the Board rejects or modifies the advisory decision, or any part of it, the Board shall issue a written statement of its reasons to the grievant and the Association within ten (10) work days after the meeting. The decision of the Board of Trustees shall then be final.

Section 4 - Released Time for Processing of Grievances

- 4.1 The District authorizes released time for the purpose of processing grievances without loss of compensation as follows:
 - 4.1.1 To the grievant and one (1) Association representative during informal discussion of the grievance with the immediate supervisor.
 - 4.1.2 To the grievant, one (1) conferee of his/her choice, and up to two (2) witnesses each as required by either party at Level 1 and Level 2. Upon mutual agreement by both parties additional witnesses may be granted released time.
 - 4.1.3 To the grievant, grievant's representative, Association president or Grievance Chair, and necessary witnesses during the advisory arbitration hearings.
 - 4.1.4 To the grievant, grievant's representative, Association president or Grievance Chair, and necessary witnesses (should the Board of Trustees desire to investigate the grievance rather than review the record only) during a meeting of the Board of Trustees held during the work day.
- 4.2 **Processing of Grievances Defined**
 - 4.2.1 Processing of grievances shall be that time actually spent in discussions during meetings with immediate supervisor, the Superintendent, and/or the Board of Trustees as described in Section 3 of this Article.
 - 4.2.2 Time spent in actual transit from work location to the meetings authorized in Section 4.1 above shall be considered "processing of grievance" for purposes or

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receipt of this released time.

4.2.3 Time spent by the grievant, his/her conferee, or his/her witnesses for purposes of investigation or preparation for the various levels, meetings, and/or hearing as described in this Article shall not be considered "processing of grievance" for purposes or receipt of released time.

4.3 Grievance meetings, except for advisory arbitration hearings, shall normally be scheduled by the District so as not to conflict with classroom duties.

Section 5 - Miscellaneous Provisions

5.1 At any level of the grievance procedure, the employee may request the advice or presence of his or her unit representatives.

5.2 A grievance may be withdrawn by the grievant at any level without prejudice or record.

5.3 At any level, time limits in this Agreement may be mutually extended. However, the intent of this procedure is to expedite the processing of all grievances.

5.4 At any level, the grievant shall be allowed to present documentation from the Agreement that supports his/her position.

5.5 If the grievant fails to meet any of the time limits, the grievance shall be deemed denied.

5.6 If the respondent fails to meet any of the time limits, the grievance shall be deemed sustained.

5.7 Nothing in this section shall prevent a unit member from presenting a grievance to his/her immediate supervisor, and having such grievance adjusted, without the intervention of the Association as long as the adjustment is not inconsistent with the terms of this Agreement. The District shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response. This response must be filed within seven (7) days from date that the notice of resolution is sent to the Association.

5.8 Filing of a grievance shall not be considered detrimental to good employee employer relations.

5.9 A copy of the grievance form shall not be placed in the grievant's personnel file.

5.10 Nothing in this Article is intended to preclude unit members from pursuing their legal rights through the courts.

ARTICLE XI

WAGES

Section 1 - Salary Schedule

- 1.1 The salary schedule shall be set forth in Appendix A which is attached to and incorporated into this Agreement.

Section 2 - Initial Placement

- 2.1 Unit members shall be placed on the salary schedule based on their record of successful experience and the course credits on file with the Human Resources Office.
- 2.2 Unit members shall receive credit for prior successful, full-time teaching in a public school district, or in a WASC accredited private school, on a year for year basis for Columns III, IV, or V. A maximum of eight (8) years' experience credit shall be granted in Column I, and a maximum of ten (10) years' experience credit shall be granted in Column II. Each year of experience must be verified as follows:
 - 2.2.1 The unit member must have taught a minimum of seventy-five percent (75%) of the number of days in the prescribed school year for each year credited as experience.
 - 2.2.2 Each experience year must be designated as successful by the prior immediate supervisor or superintendent of the school district in which the experience was gained.
 - 2.2.3 The teaching experience must have been within the unit member's subject area.
 - 2.2.4 Experience shall be approved by the District prior to employment.
- 2.3 Unit members shall be assigned by the District to a classification column on the salary schedule based upon the following classification requirements:
 - 2.3.1 All units credited for placement in Columns II through V shall be earned following the BA/BS degree at accredited institutions of higher learning.
 - 2.3.2 Needed for placement in Column II, BA/BS plus thirty (30) semester units; for placement in Column III, BA/BS plus forty-five (45) semester units; for placement in Column IV, BA/BS plus sixty (60) semester units; and for placement in Column V, BA/BS plus seventy-five (75) semester units.
 - 2.3.3 All units shall be verified by official transcripts and approved by the District.
 - 2.3.4 Quarter units will be converted by the District with 1 quarter hour equaling 0.667 semester hours.
 - 2.3.5

Section 3 - Schedule Advancement

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- 3.1 Unit members shall advance on the salary schedule based on their record of experience and course credits on file in the Human Resources Office.
- 3.2 One (1) step advancement on the salary schedule shall be given on July 1 for each full year of regular, day school employment in the District.
- 3.3 Part-time unit members employed for a minimum of seventy-five percent (75%) of the days that school is in regular session shall advance on the salary schedule as follows:
 - 3.3.1 Unit members employed for three (3) class hours per day shall be credited with a full year's experience.
 - 3.3.2 Unit members employed for less than three (3) class hours per day shall advance on the salary schedule on a proportionate basis, with the time worked each year cumulative toward advancing a step on the salary schedule.
 - 3.3.3 Unit members described in Section 3.3.2 above shall advance one (1) step on the salary schedule when the time employed in the District becomes the equivalent of three fifths (3/5) of a regular, full-time assignment. Such unit members advance an additional step on the salary schedule when the additional accumulated time is the equivalent of a year of three fifths (3/5) employment.
 - 3.3.4 Part-time unit members meeting the requirements of Section 3.3.3 above shall advance on the salary schedule on September 1 following accumulation of required service.
 - 3.3.5 However, unit members employed for the equivalent of two class hours per day and who are also employed by another school district in San Mateo County in a like position for at least the equivalent of another two class hours per day shall be credited with a full year's experience.
- 3.4 Unit members shall move across the classification columns of the salary schedule on the basis of educational units taken beyond the Bachelor's degree as follows: Placement in Column II, BA/BS plus thirty (30) semester units; Column III, BA/BS plus forty-five (45) semester units; Column IV, BA/BS plus sixty (60) semester units; and Column V, BA/BS plus seventy-five (75) semester units.
- 3.5 Educational units which may be used for the purpose of column classification credit shall be those which meet the following:
 - 3.5.1 Have a direct relationship to the services that the unit member is providing to the District;
 - 3.5.2 Are approved by the Superintendent or designee;
 - 3.5.3 Are successfully completed prior to September 1 of the fiscal year in which reclassification occurs with a grade of "C" or above at an accredited institution of higher learning, or a "Pass" grade in the case of a "Pass-Fail" course;
 - 3.5.4 Are classified as upper division or graduate courses by the institution offering

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the course and award units that are applicable toward a degree-granting program offered at that institution; or, if classified as lower division, have the advanced approval of the Human Resources Office as having value for the District.

- 3.5.5 Are verified by valid, official transcript/grade card submitted to the Human Resources Office as provided by Sections 3.7.1 and 3.7.2 below. If work is stated by an accredited college or university to be of graduate caliber, but no official transcripts are furnished, the Superintendent or designee may approve such work for purposes of salary column classification.
 - 3.5.6 Continuing Education Units meeting applicable contractual requirements shall be accepted for salary reclassification up to a District lifetime maximum of 15 such units for any individual unit member. This 15-unit maximum includes all courses offered through extension programs, professional development centers, enhancement programs and continuing education programs. Education courses or workshops offered through the district or the San Mateo County Office of Education shall not be subject to nor included in this 15-unit limit. Additionally, courses completed by unit members in the area of school nursing, counseling, industrial arts, and performing arts/dance shall not be subject to nor included in this 15-unit limit; however, any CEU credits beyond the 15-unit maximum for the unit members listed above must be approved by the Assistant Superintendent of Human Resources prior to enrollment or registration.
- 3.6 Educational courses or workshops sponsored by the District or County Superintendent of Schools and approved by the Superintendent or designee for salary credit may be substituted for college or university credit for placement in classification columns on the salary schedule provided these courses or workshops:
- 3.6.1 Are not taken during regularly assigned work hours;
 - 3.6.2 Have been designated in advance by the Superintendent or designee as qualifying for a specified amount of credit for salary advancement; (generally 15 hours of attendance equals one semester unit for salary advancement); and
 - 3.6.3 Are related to the unit member's work assignment or teaching field.
- 3.7 Column reclassification may be achieved by a unit member as follows:
- 3.7.1 Reclassified pay shall commence the first of the month following filing of proper transcripts/grade cards for work completed prior to September 1, or the first work day thereafter, and for work completed prior to January 16, provided transcripts/grade cards are filed prior to February 1, or the first work day thereafter, except as provided in Section 3.7.2 below. No reclassified pay shall commence after March 1 of any fiscal year.
 - 3.7.2 Unit members requesting a column reclassification to commence on July 1 must have a "statement of intent" to take additional units on file in the Human Resources Office by the close of business on the last business day of April, and

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must submit all relevant degrees and transcripts no later than October 15, or by the close of business on the last business day preceding October 15 if this is not a business day.

- 3.7.3 Reclassified pay shall commence on the first work day of the school year upon proper notification of the intent by the unit member as provided in Section 3.7.2 above.
 - 3.7.4 Reclassified pay shall commence on July 1 of each year upon proper notification of intent by the unit member as provided in Section 3.7.2 above.
 - 3.7.5 If transcripts/grade cards are not submitted as provided in Section 3.7.2 above, or if the transcripts/grade cards indicate that unit member has failed to achieve the units or degrees indicated on the statement of intent, the unit member shall immediately revert to the column classification held the previous school year and shall restore to the District any overpayment made to the unit member.
- 3.8 The District will provide reimbursement for CLAD certification in accordance with the Board-adopted plan to address training for instructors of English learners which provides a one-time reimbursement to the employee for the examination fee and, once the exam is passed, reimbursement for the application fee to obtain the certification.
- 3.9 The District and SDTA shall agree to meet and negotiate the effects of any new supplemental certification required as a condition of employment or continued employment, or for testing required to obtain such supplemental certification.

Section 4 - Advanced Degrees and Certifications

- 4.1 Unit members shall be allowed one (1) one thousand two hundred dollar (\$1,252) stipend annually for a Master's degree earned from an accredited college or university; one (1) one thousand two hundred dollar (\$1,252) stipend annually for a Doctorate earned from an accredited college or university; and one (1) one thousand two hundred dollar (\$1,252) stipend annually for achieving National Board Certification through the National Board for Professional Teaching Standards or for achieving National School Psychologist Certification through the National Association of School Psychologists or other professional certification, such as the Board Certification in Special Education. Commencing July 1, 2016, these stipend amounts shall be increased annually by the same percentage and in the same manner as the increase to Step Twelve (12), Column Five (5) on the salary schedule.
- 4.2 The degree stipend shall commence the first of the month following filing of proper transcripts and evidence of degree, provided these are filed prior to January 16 and show that the work was completed prior to September 1.
- 4.3 Unit members requesting the degree stipend to commence on July 1 for those on Pay Plan 112 or September 1 for those on Pay Plan 111 must have a "statement of intent" to complete an advanced degree on file in the Human Resources Office by the close of business on the last business day of April, and must submit all relevant degrees and transcripts no later than October 15, or by the close of business on the last business day preceding October 15 if this is not a business day. Transcripts so submitted must show that the work for the degree was

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completed prior to September 1.

Section 5 - Supplemental Pay

- 5.1 Supplemental pay shall be set forth in Appendix B and Appendix C, which are attached to and incorporated into this Agreement.
- 5.2 Unit members who work additional hours in the Home and Hospital Program shall be compensated for this work at their curriculum rate of pay.

Section 6 - Mileage

- 6.1 Unit members required by the Superintendent or designee to use their personal vehicles for their assigned work shall be reimbursed at the District rate of reimbursement for actual mileage incurred in the course of their required work.
 - 6.1.1 The District rate of reimbursement shall be adjusted annually to equal the amount allowed by the Internal Revenue Service
 - 6.1.2 An additional \$500 will be available for each comprehensive high school for co-curricular travel expense authorized by the Superintendent or designee. Reimbursement for co-curricular travel expense will be at the regular District rate of reimbursement.
- 6.2 Nothing in this section is intended to provide mileage reimbursement for co-curricular supervision except as provided in Section 6.1 above.
- 6.3 Unit members assigned to more than one school site who are required to travel during the school day between sites shall be reimbursed at the rate provided in Section 6.1 above for one-way mileage between schools for each day actually worked. Unit members required by the District to return to a school in the same day shall be reimbursed at the same rate for the return trip.

Section 7 - Incentive for Reduced Absences

- 7.1 Unit members meeting the specified requirements below shall receive one of the following lump sum payments, as applicable, for limited absences pursuant to Article VII, Sections 1, 4 and 10 as follows:
 - 7.1.1 No more than 4 days total absence - \$50
 - 7.1.2 No more than 3 days total absence - \$100
 - 7.1.3 No more than 2 days total absence - \$150
 - 7.1.4 No more than 1 day total absence - \$200
 - 7.1.5 Zero days absence - \$250
- 7.2 The lump sum payment in Section 7.1 above is not cumulative.

ARTICLE XI: WAGES

- 7.3 Lump sum payments pursuant to the eligibility requirements in Section 7.1 above will be made to eligible unit members at the end of June in each school year in which eligibility for such payment is established.
- 7.4 Unit members employed less than the full school year are not eligible for lump sum payments pursuant to this section.
- 7.5 Absences referred to in section 1 above do not include absences due to observation of a religious holiday.

Section 8 - Pay Periods and Pay Checks

- 8.1 Unit members will normally receive their pay checks in eleven payments, August through June. For those unit members requesting twelve (12) paycheck, the checks will be prorated over a twelve-month period from-August through July.
- 8.2 Probationary and permanent unit members desiring to have their annual salary prorated over a twelve-month period from August through July must notify the Business Office in writing as follows:
 - 8.2.1 The request must be on district provided forms.
 - 8.2.2 The request must be received by the first business day of September unless otherwise designated by the Business Office.
- 8.3 Unit members shall continue on their current pay plan unless they notify the Business Office of a change, using the procedure in Section 8.2.2 above.
- 8.4 Unit members with a temporary contract will receive pay checks as follows:
 - 8.4.1 For a full year contract the annual salary will be in eleven payments.
 - 8.4.2 For less than a full year contract the salary will be paid at the end of each month following the pay period in which work is actually performed.
- 8.5 Unit members shall be paid when possible no later than the last working day of each month. The District will timely notify unit members of any delay.
- 8.6 By December 1 of each school year, the District will provide each unit member a summary of his/her current step and column placement, total number of post-graduate units for the purpose of salary reclassification, total number of Continuing Education Units subject to the limit in Section 3.5.6, date of hire, current employment status, accumulated unused sick leave, and current eligibility for catastrophic leave.

Section 9 - Calculation of the Average Cost per FTE

The District and the Association shall develop contract language relating to the calculation of the average cost per full-time equivalent (FTE) referenced in other parts of this Agreement. The calculation will be based on data as of January 10 of the affected school year.

Section 10 - Department Chairs

- 10.1 The department chairs in English, math, social studies, and science at each of the school sites shall receive one (1) release period designated as a department chair period.
- 10.2 The site principal will select, appoint or re-appoint department chairs.
- 10.3 Additional department chairs other than those identified in Section 10.1 above or those provided an additional preparation period for this purpose through categorical or other funding sources, shall receive an annual stipend based on the total number of class sections offered within the department.

The principal shall designate the chair and will have discretion in designating chairs in departments with fewer than 11 sections. In general, department chairs so designated will be limited to those departments for which there exists a district-wide subject area council. Stipends for additional chairs will be as follows:

- \$4,883 stipend for 31 or more sections;
- \$3,798 stipend for 21 to 30 sections;
- \$2,712 stipend for 11 to 20 sections;
- \$1,628 stipend for 10 or fewer sections;
- \$3,255 stipend for Head Counselor at each comprehensive site.

Commencing July 1, 2016, these stipend amounts shall be increased annually by the same percentage and in the same manner as the increase to Step Twelve (12), Column Five (5) on the salary schedule.

ARTICLE XII

CLASS SIZE

- 1.1 Effective June 16, 2003, the number of fulltime equivalent teachers assigned to a school for classroom instruction shall be determined on the basis of a composite ratio of 27.5:1 students to one fulltime equivalent (FTE) teacher. Additional staffing may be added for special programs including, but not limited to, Special Education and Educational Consolidation and Improvement Act (ECIA) Chapters 1 and 2. If categorical or federal project money is received for specific teaching positions, these positions will not be taken from the composite ratio provided in this section.
- 1.2 The composite staffing caseload ratio for Education Specialists, Mild Moderate, who are co-teaching at a comprehensive high school, shall be 22:1. This staffing caseload ratio shall not apply to STARS classes.
- 1.3 The minimum number of counselors per comprehensive school shall be based upon a site ratio of no more than 430 students per full-time counselor. The counseling ratio at Redwood High School shall be 245:1. One of these counselors shall serve as Head Counselor at each comprehensive high school. For the purpose of determining the number of full-time equivalent counselors based upon the above student ratio, the student enrollment for each comprehensive school site shall be determined on the last day of the first enrollment report period (first semester) of the prior year.
- 1.4 The normal enrollment limits for full-time teachers will not exceed 172 students for regular classrooms and 231 students for physical education and instrumental/chorus classes. Normally the enrollment for teachers with less than a full-time assignment shall be a pro-rata of the above numbers.
- 1.5 If actual enrollments do not conform substantially to expected enrollments, it shall be within the discretion of the principal or designee to redistribute the number of FTE teaching positions as may be necessary. Prior to altering the number of FTE teaching positions assigned to a department, the principal or designee will consult with the department chair(s) affected.
- 1.6 In the interest of student safety, enrollment in Physical Education classes will not exceed 50 students in any one class.
- 1.7 Special Education case managers will be provided with a 0.2FTE release time for case management duties. Commencing in the 2014-15 school year, those case managers assigned entirely within the ILS and TRACE programs will be provided with a total of six (6) release days per school year. In addition, case managers assigned entirely within the ILS and TRACE programs will be compensated in the form of two, \$1,500 semester stipends totaling \$3,000 per year 1.0 FTE for case management work that is outside of the contractual work day. The aforementioned dollar amount and release days will be prorated for less than full-time employment.
- 1.8 Departments not fully enrolled during the Fall semester may have teaching positions (FTE) reassigned by the principal or designee during the Spring semester.

ARTICLE XII: CLASS SIZE

- 1.9 The caseloads of the following individuals shall not exceed:
Speech and Language – 55 students
- 1.10 Appointment of Department Heads shall be within the discretion of the principal or designee. However, each year prior to appointing department heads, the principal or designee shall consult at a scheduled meeting with the department affected.
- 1.11 Enrollments on the last day of the first enrollment report period (first semester) and of the sixth enrollment report period (second semester) shall be used as the basis for adjustments, if any are needed to comply with Sections 1.1 and 1.3 above, in number of teaching positions assigned to a department or to a school. At the discretion of the District, adjustments will be made earlier in each semester, if in the opinion of the Superintendent or designee, earlier adjustments are warranted.
- 1.12 Nothing in this Article prohibits the District from leaving some teaching positions allowed in Sections 1.1, 1.2, 1.3 and 1.4 above unstaffed pending determination that actual enrollments have substantially reached projected enrollments. If enrollments fall short of projections a proportionate number of projected teaching positions may go unstaffed.

ARTICLE XIII

PARTNERSHIP PEER ASSISTANCE PROGRAM

Section 1 - Introduction

- 1.1 A Partnership Peer Assistance Program (PPAP) shall be maintained. The Association and the District are continuously striving to provide the highest quality education possible. In order for students to succeed in learning, teachers must succeed in teaching. The purpose of the Partnership Peer Assistance Program is to improve the quality of instruction through peer assistance and professional development. Classroom teachers referred to or who volunteer to participate in the Partnership Program are viewed as valuable professionals who deserve to have the best resources available provided to them in the interest of improving performance. The intent of the program is to establish a critical feedback mechanism for exemplary teachers to assist veteran teachers in subject matter knowledge and teaching strategies.
- 1.2 Permanent teachers who receive an “Unsatisfactory” on a Formal Evaluation shall be referred to the PPAP for mandatory participation for the subsequent school year.

Section 2 - Program Panel

- 2.1 A joint teacher-administrator panel (“Panel”) will govern the Partnership Program and will perform the duties set forth in this Article.
 - 2.1.1 The Panel shall consist of five (5) members, three (3) of whom shall be certificated permanent classroom teachers selected by the Association, two (2) of whom shall be district administrators.
 - 2.1.2 Panel members shall serve for a term of two (2) years. Vacancies in teacher positions shall be filled by the Association and the vacancies in administrator positions shall be filled by the Superintendent or designee.
- 2.2 The Panel shall meet at least two (2) times per academic year.
- 2.3 Participation on the panel shall be voluntary and without compensation.
- 2.4 Panel meetings, actions and other activities shall be confidential.
- 2.5 It shall be the responsibility of the Panel to perform the following duties:
 - 2.5.1 Select Consulting Teachers and recommend to the Governing Board their appointment as Consulting Teachers. The number of Consulting Teachers shall be determined by the District based on the projected number of Referred Teachers and Volunteer Teachers.
 - 2.5.2 Review yearly the reports submitted by Consulting Teachers regarding the Referred and Volunteer Teachers’ participation in the Program.

ARTICLE XIII: PARTNERSHIP PEER ASSISTANCE PROGRAM

- 2.5.3 The Panel shall submit its recommendations for improvement of the Program to the Assistant Superintendent of Education Services and the Association.
- 2.6 The Panel shall conduct the Consulting Teacher selection process and select Consulting Teachers based on the criteria set forth in the following subsections.
 - 2.6.1 Applications for Consulting Teacher shall be available at school sites, the office of the Assistant Superintendent of Human Resources, and from the Association. At any time that the Panel identifies a need to select Consulting Teachers, it shall request that the District and Association notify all classroom teachers that the Panel is seeking applications for Consulting Teacher. Eligible classroom teachers may apply for selection as Consulting Teachers by completing the application form for the position and submitting all of the information requested on that application to the Assistant Superintendent of Human Resources.
 - 2.6.2 The Panel may select Consulting Teachers who demonstrate the following qualifications:
 - 2.6.2.1 The Consulting Teacher shall have attained permanent status in the District.
 - 2.6.2.2 The Panel shall select Consulting Teachers based on the following criterion: (a) Demonstrated exemplary teaching ability, as indicated by, among other things, effective communications skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts; (b) Evidence of mature, sensitive professional behavior; (c) Evidence of effective interpersonal relationships with colleagues.
 - 2.6.2.3 The process for selecting Consulting Teachers will include the following: (a) at least one observation of the applicant's classroom teaching attended by at least one teacher member of the Panel and one Administration member of the Panel; (b) formal interview of the applicant with the Panel; (c) review of written recommendations from one administrator and one classroom teacher selected by the applicant

Section 3 - Duties of Consulting Teachers

- 3.1 Develop and distribute to classroom teachers and administrators rules and time lines for operating the Program which are consistent with the provisions of this Article.
- 3.2 Consulting Teachers shall assist Referred and Volunteer Teachers by demonstrating, observing, coaching, conferencing, referring, or by other activities, which, in the Consulting Teacher's professional judgment, will assist the Referred or Volunteer Teacher. The District has the responsibility for overall supervision and evaluation of teachers.
 - 3.2.1 Assistance shall include multiple observations by of the Referred Teacher during the periods of classroom instruction.

ARTICLE XIII: PARTNERSHIP PEER ASSISTANCE PROGRAM

- 3.3 Annually, no later than April 1, the Consulting Teacher shall present a written report to the Panel regarding the Referred Teachers with whom he or she has worked. The report shall describe the activities undertaken throughout the school year.
- 3.4 The Consulting Teacher shall maintain strict confidentiality of all information regarding a Referred or Volunteer Teacher.
- 3.5 Ultimate responsibility for monitoring the work of consulting teachers, including work load, working conditions and employment responsibilities shall rest with the Assistant Superintendent of Educational Services and the President of the Association.

Section 4 - Rights of Consulting Teachers

- 4.1 Consulting Teachers shall remain members of the bargaining unit.
- 4.2 Consulting Teachers shall serve for a term of two (2) years. A Consulting Teacher may serve no more than two (2) consecutive terms. However, the Panel may extend the term of a Consulting Teacher for an additional year.
- 4.3 Part time Consulting Teachers shall be provided sufficient release time to complete their duties, including work with Referred or Volunteer Teachers, travel, training, report writing and meetings with the Panel.
- 4.4 At the conclusion of the Consulting Teacher's work as an assigned Consulting Teacher, he or she shall have the right to return to his or her former school site. The District will make best efforts to return the Consulting Teacher to the same or equivalent teaching assignment as he or she had prior to serving as a Consulting Teacher.

Section 5 – Referred Teachers

- 5.1 Referred Teachers are classroom teachers who have permanent status in the District and who have received an overall rating of "unsatisfactory" at their last Formal Conference evaluation conducted pursuant to Education Code Section 44664 and Article VIII of this Agreement, and who have been referred to the Program for peer assistance.
 - 5.1. At such time as the school principal informs a permanent classroom teacher that he or she has received an unsatisfactory performance evaluation, the principal shall inform the teacher that he or she will be referred to the Program for the upcoming school year.
- 5.2 The Assistant Superintendent of Educational Services and the Association President, after consultation with the Referred Teachers, shall assign the Consulting Teacher.
- 5.3 The consulting teacher shall make classroom observations throughout the school year. These observations will be pre-arranged with the Referred Teacher and conferences shall be held in a timely manner before and after each classroom observation. All documents prepared by the consulting Teacher shall be confidential and not part of an evaluation or personnel file

ARTICLE XIII: PARTNERSHIP PEER ASSISTANCE PROGRAM

- 5.4 The Consulting Teacher, Principal and Referred Teacher shall meet on a regular basis to discuss the Referred Teacher's progress. The principal may meet with the Consulting Teacher outside the presence of the Referred Teacher only with the prior consent of the Referred Teacher. The principal will not discuss or share with the Consulting Teacher specific formal or informal complaints about the Referred Teacher.
- 5.5 No later than May 15 of each year, the Consulting Teacher shall prepare and deliver a final report to the Panel. The final report shall only describe the assistance provided to the Referred Teacher.

Section 6 - Volunteer Teachers

- 6.1 Voluntary participation in the Program will be viewed positively by the District and Association. Permanent classroom teachers or those teachers new to the district with three or more years of teaching experience are eligible to be "Volunteer Teachers."
- 6.1.1 Eligible teachers may submit a proposal for assistance to the Panel which describes the target areas to be addressed in peer assistance and the scope of the requested assistance. The proposal shall be submitted to the Panel no later than September 30 of the school year and shall, if approved by the Panel, be effective for that school year.
- 6.1.2 Eligible teachers may submit a proposal for assistance throughout the school year if space is available in the program.
- 6.2 The Panel will review all volunteer proposals and select proposals consistent with the staffing and budget limitations of the Program. Teachers will be notified of the Panel's decision in a timely manner.
- 6.3 Approved Volunteer Teachers will be assigned a Consulting Teacher, after consultation, by the Assistant Superintendent and the Association President.
- 6.4 The Consulting Teacher and Volunteer Teacher shall meet regularly to address the issues identified by the Volunteer Teacher. No records will be maintained by the District regarding the progress of a Volunteer Teacher.
- 6.5 The Consulting Teacher may meet privately with the school principal to discuss the Volunteer Teacher only with the prior approval of the Volunteer Teacher. The principal will not discuss or share with the Consulting Teacher specific formal or informal complaints about the Volunteer Teacher.
- 6.6 By the last Panel Meeting of the school year, the Consulting Teacher shall prepare a final report for the Panel to review. Any records kept, or reports generated from these records, relative to the Volunteer Teacher's participation in the Program will be only for the purpose of assessing the impact of the Program, evaluating Program personnel, or for explaining to others the nature and extent of the assistance provided. Records based upon this data will make no reference by name to individuals who were or are voluntarily involved in the Program.

ARTICLE XIII: PARTNERSHIP PEER ASSISTANCE PROGRAM

6.7 Voluntary Teachers may apply for participation in the Program in the spring of the preceding school year.

6.6.1 Upon approval by the Panel, early entry Voluntary Teachers may begin working with the Consulting Teacher at the beginning of the first week of the school year.

ARTICLE XIV

POST RETIREMENT EMPLOYMENT PROGRAM

Section 1 – Purpose

The purpose of this article is to set forth the terms and conditions of employment of retired teachers who are employed by the District pursuant to Education Code sections 24214, or 24216.5 or 24216.6. Generally, these sections allow former certificated employees who retired on or before dates specified in the Education Code to be reemployed by school districts to provide specified certificated services, i.e.:

- Direct classroom instruction in grades kindergarten through twelve;
- Direct remedial instruction in grades two through twelve;
- Services to beginning teachers (BTSA);
- Services to student teachers or teachers in intern programs; or
- Services in an alternative certification program or the School Paraprofessional Teacher Program.

Post-retirement employment under these provisions allows participants to earn compensation which is exempt from the State Teachers Retirement System (STRS) earnings limitation set forth in Education Code section 24214.

Section 2 – Retiree Classification

Retired certificated employees shall be treated as a distinct class of temporary employees within the existing bargaining unit, as required by the Education Code provisions set forth above. Therefore, the provisions of the negotiated agreement shall apply to retired certificated employees hired under this article, except as provided in this article.

Section 3 – Compensation

Effective July 1, 2017, retired certificated employees hired pursuant to this article shall be placed where on the salary schedule (Appendix A) at the cell at which they were placed at the time of retirement, which shall be no lower than column V, step 10. Article XI, Sections 2, 3, and 5 shall not apply to these employees.

Section 4 – Health and Welfare

Article VI, Sections 1, 2, 3, and 4 shall not apply to these employees except as specified in this section. Instead, retired certificated employees shall continue to receive those health benefits provided to them as retirees and shall receive the district-provided dental and vision coverage provided to single, active employees. If a retired certificated employee demonstrates proof of no such retiree health benefits, he/she shall be entitled to health and welfare benefits (medical, dental, and vision) up to the limits provided in Article VI, Sections 1 and 2, for single, active employees.

ARTICLE XIV: POST RETIREMENT EMPLOYMENT PROGRAM

Section 5 – Leaves

The following sections of Article VII shall not apply to these employees: Section 9-Leave without Pay; Section 11-Sabbatical Leave; Section 12-Professional Service Leave; and Section 13-Catastrophic Leave.

Section 6 – Transfers

Article V shall not apply to these employees.

Section 7 – Evaluations

For the purposes of Article VIII, these employees will be evaluated in “Formal Conference” annually.

ARTICLE XV: COMPLETION OF AGREEMENT

ARTICLE XV

COMPLETION OF AGREEMENT

The District and the Association agree that this contract is complete. There shall be no additions to or deletions from the content of any Articles and there shall be no Articles added except by mutual agreement by the District and the Association. In addition, there shall be no further negotiations on any matter that is within or comes within the scope of representation for the duration of the contract except by mutual agreement or as provided in Article XVII, Section 1.2 of this Agreement.

ARTICLE XVI: SAVINGS CLAUSE

ARTICLE XVI

SAVINGS CLAUSE

Should any provision of this Agreement be held contrary to law by a court of competent jurisdiction then such provision will be deemed invalid as required by the court's decision, but all other provisions will continue in full force and effect. Within thirty calendar days following the District's receipt of notification of the court's final decision, either party may request negotiations on the provision held to be contrary to law.

TERM OF AGREEMENT

- 1.1 This Agreement will be effective July 1, 2016 and shall remain in full force and effect up to and including June 30, 2018.
- 1.2 It is in the interest of the parties to maintain the fiscal solvency of the District. If, at any time during the term of this Agreement, the District believes that its fiscal solvency is in jeopardy, the Association agrees, at the request of the District, to reopen negotiations on salary and benefits (Articles VI and XI).

ARTICLE XVIII: NO-STRIKE / NO REPRISAL CLAUSE

ARTICLE XVIII

NO-STRIKE/NO REPRISAL CLAUSE

During the term of this Agreement, the Association, in consideration of the terms and conditions of this Agreement, will not engage in, instigate, or condone any strike, work stoppage or any concerted refusal to perform work duties, and will undertake to exert its best efforts to discourage any such acts by any employees in the bargaining unit.

The District has not and will not take any action of reprisal against any unit member for acts done or allegedly done in pursuing collective bargaining activities leading up to the execution of this Agreement.

APPENDIX A

Appendix A-1
 Sequoia Union High School District
SALARY SCHEDULE (1)
ALL CERTIFICATED, NON-MANAGEMENT STAFF (187 Days)
2017 - 2018
 (Effective July 1, 2017)

Step	I	II	III	IV	V
	AB	AB+30	AB+45	AB+60	AB+75
1	64,800	64,800	65,583	67,663	70,685
2	64,800	65,583	67,663	70,498	71,604
3	64,800	67,663	70,498	73,456	75,870
4	64,800	70,498	73,456	76,536	80,133
5	64,800	73,456	76,536	79,749	84,386
6	64,800	76,536	79,749	83,231	88,659
7	67,125	79,749	83,231	86,859	92,909
8	69,674	83,231	86,859	90,647	97,174
9		86,859	90,647	94,607	101,447
10		90,647	94,607	98,736	105,705
11			98,736	103,052	109,980
12			103,052	107,553	114,240
13					114,240
14					114,240
15					114,240
16					115,384
17					115,384
18					115,384
19					115,384
20					115,384
21					116,525
22					116,525
23					116,525
24					116,525
25					116,525
26					118,810
27					118,810
28					118,810
29					118,810
30					118,810
31					119,950

Plus \$1,302.00 .each for a Master's Degree, a Doctorate Degree and National Board Certification

5/25/2017

Appendix A-2
 Sequoia Union High School District
SALARY SCHEDULE (2)
PSYCHOLOGISTS & SPECIAL EDUCATION PROGRAM SPECIALIST (197 Days)
2017 - 2018
 (Effective July 1, 2017)

Step	I AB	II AB+30	III AB+45	IV AB+60	V AB+75
1	68,265	68,265	69,090	71,281	74,465
2	68,265	69,090	71,281	74,268	75,433
3	68,265	71,281	74,268	77,384	79,927
4	68,265	74,268	77,384	80,629	84,418
5	68,265	77,384	80,629	84,014	88,899
6	68,265	80,629	84,014	87,682	93,400
7	70,715	84,014	87,682	91,504	97,877
8	73,400	87,682	91,504	95,494	102,370
9		91,504	95,494	99,666	106,872
10		95,494	99,666	104,016	111,358
11			104,016	108,563	115,861
12			108,563	113,304	120,349
13					120,349
14					120,349
15					120,349
16					121,554
17					121,554
18					121,554
19					121,554
20					121,554
21					122,756
22					122,756
23					122,756
24					122,756
25					122,756
26					125,163
27					125,163
28					125,163
29					125,163
30					125,163
31					126,364

Plus \$1,302.00 .each for a Master's Degree, a Doctorate Degree and National Board Certification

5/25/2017

Appendix A-3
 Sequoia Union High School District
SALARY SCHEDULE (3)
COUNSELORS (195 Days)
2017 - 2018
 (Effective July 1, 2017)

Step	I AB	II AB+30	III AB+45	IV AB+60	V AB+75
1	67,572	67,572	68,389	70,558	73,709
2	67,572	68,389	70,558	73,514	74,667
3	67,572	70,558	73,514	76,599	79,116
4	67,572	73,514	76,599	79,810	83,561
5	67,572	76,599	79,810	83,161	87,996
6	67,572	79,810	83,161	86,792	92,452
7	69,997	83,161	86,792	90,575	96,884
8	72,655	86,792	90,575	94,525	101,331
9		90,575	94,525	98,654	105,787
10		94,525	98,654	102,960	110,227
11			102,960	107,461	114,685
12			107,461	112,154	119,127
13					119,127
14					119,127
15					119,127
16					120,320
17					120,320
18					120,320
19					120,320
20					120,320
21					121,510
22					121,510
23					121,510
24					121,510
25					121,510
26					123,893
27					123,893
28					123,893
29					123,893
30					123,893
31					125,082

Plus \$1,302.00 .each for a Master's Degree, a Doctorate Degree and National Board Certification

5/25/2017

Appendix A-4
 Sequoia Union High School District
SALARY SCHEDULE (4)
HEAD COUNSELORS (210 Days)
2017 - 2018
 (Effective July 1, 2017)

Step	I AB	II AB+30	III AB+45	IV AB+60	V AB+75
1	72,770	72,770	73,649	75,985	79,379
2	72,770	73,649	75,985	79,169	80,411
3	72,770	75,985	79,169	82,491	85,202
4	72,770	79,169	82,491	85,950	89,989
5	72,770	82,491	85,950	89,558	94,765
6	72,770	85,950	89,558	93,468	99,564
7	75,381	89,558	93,468	97,542	104,336
8	78,244	93,468	97,542	101,796	109,126
9		97,542	101,796	106,243	113,924
10		101,796	106,243	110,880	118,706
11			110,880	115,727	123,507
12			115,727	120,781	128,291
13					128,291
14					128,291
15					128,291
16					129,576
17					129,576
18					129,576
19					129,576
20					129,576
21					130,857
22					130,857
23					130,857
24					130,857
25					130,857
26					133,423
27					133,423
28					133,423
29					133,423
30					133,423
31					134,703

Plus \$1200 each for a Master's Degree, a Doctorate Degree and National Board Certification

5/25/2017

APPENDIX A

Appendix A-5
 Sequoia Union High School District
SALARY SCHEDULE (5)
RESOURCE TEACHER (205 Days)
2017 - 2018
 (Effective July 1, 2017)

Step	I AB	II AB+30	III AB+45	IV AB+60	V AB+75
1	71,037	71,037	71,896	74,176	77,489
2	71,037	71,896	74,176	77,284	78,496
3	71,037	74,176	77,284	80,527	83,173
4	71,037	77,284	80,527	83,903	87,846
5	71,037	80,527	83,903	87,425	92,509
6	71,037	83,903	87,425	91,243	97,193
7	73,586	87,425	91,243	95,220	101,852
8	76,381	91,243	95,220	99,372	106,528
9		95,220	99,372	103,714	111,212
10		99,372	103,714	108,240	115,880
11			108,240	112,971	120,566
12			112,971	117,906	125,236
13					125,236
14					125,236
15					125,236
16					126,490
17					126,490
18					126,490
19					126,490
20					126,490
21					127,741
22					127,741
23					127,741
24					127,741
25					127,741
26					130,246
27					130,246
28					130,246
29					130,246
30					130,246
31					131,496

Plus \$1200 each for a Master's Degree, a Doctorate Degree and National Board Certification

5/25/2017

Appendix A-6
 Sequoia Union High School District
SALARY SCHEDULE (6)
WELFARE AND ATTENDANCE COORDINATOR (225 Days)
2017 - 2018
 (Effective July 1, 2017)

Step	I AB	II AB+30	III AB+45	IV AB+60	V AB+75
1	77,968	77,968	78,910	81,413	85,049
2	77,968	78,910	81,413	84,824	86,155
3	77,968	81,413	84,824	88,383	91,287
4	77,968	84,824	88,383	92,089	96,417
5	77,968	88,383	92,089	95,955	101,534
6	77,968	92,089	95,955	100,144	106,675
7	80,765	95,955	100,144	104,509	111,789
8	83,832	100,144	104,509	109,067	116,921
9		104,509	109,067	113,832	122,062
10		109,067	113,832	118,800	127,185
11			118,800	123,993	132,329
12			123,993	129,409	137,455
13					137,455
14					137,455
15					137,455
16					138,831
17					138,831
18					138,831
19					138,831
20					138,831
21					140,204
22					140,204
23					140,204
24					140,204
25					140,204
26					142,953
27					142,953
28					142,953
29					142,953
30					142,953
31					144,325

Plus \$1200 each for a Master's Degree, a Doctorate Degree and National Board Certification

5/25/2017

Appendix B

**Sequoia Union High School District
CURRICULUM SALARY SCHEDULE
July 1, 2016 – June 30, 2018**

I BA	II BA+30	III BA+45	IV BA+60	V BA+75
\$36.33/hr.	\$36.33/hr.	\$43.74/hr.	\$43.74/hr.	\$51.16/hr.

Schedule B is to be increased each year by the same percentage as Schedule A.

**CO-CURRICULAR ACTIVITIES SALARY SCHEDULE
July 1, 2017 – June 30, 2018**

ATHLETICS			
Category A	\$5,014	Football – Varsity (1)	Track (1)
Category B	\$4,264	Athletic Director (3 stipends per site)	
Varsity Coaches		Badminton (1)	Soccer (2)
		Baseball (1)	Softball (1)
		Basketball (2)	Swimming (2)
		Cross Country (1)	Tennis (2)
		Golf (2)	Volleyball (1)
		Lacrosse (2)	Water Polo (2)
			Wrestling (2)
Category C	\$3,328	Baseball (1)	Track – Assistant (2)
JV and Assistant Coaches		Basketball (2)	Volleyball (1)
		Football (1)	Water Polo (2)
		Football – V Assistant (1)	Soccer (2)
		Football – JV Assistant (1)	Softball (1)
		Lacrosse (2)	Additional Asst. Coaches (2)
ATHLETICS			
Category A	\$5,014	Band	Drama
Category B	\$3,817	Activities Advisor	Journalism
		Choral	Spirit Advisor
		Dance / Choreography	Additional Musical Group
Category C	\$2,823	Yearbook	
		(Drill Team Advisor may be substituted for any of the stipends listed paid at Category “C” rate. Unused stipends may be “borrowed” from other schools.)	
		Choreography and Musical Direction of a musical	

APPENDIX C

PROVISOS:

1. The positions listed above are eligible for supplementary pay at the rate defined in this appendix when such positions are authorized each year by the Board of Trustees. The number of positions to be authorized are at the discretion of the Board.
2. The District shall publish the schedule of fees annually and shall solicit applicants for fee schedule activity assignments from unit members prior to soliciting applicants from outside the unit or District.
3. Unit members shall normally be limited to two (2) co-curricular activity stipends per school year; however, unit members shall be eligible for a third activity stipend after vacant activity positions have been solicited from unit members district-wide, outside the unit and/or outside the District, and no qualified applicants have applied for the positions.
4. To qualify for a co-curricular activity stipend unit members must supervise regular practices and/or activities outside of school hours and supervise scheduled performances, games, and/or competitions.
5. Compensation received for co-curricular activity positions shall not be a part of the unit member's contract and shall be paid upon the completion of the activity or sports season. Compensation for non-athletic co-curricular activities that continue throughout the school year will be paid one half (1/2) of the stipend at the end of each semester, provided District authorized time sheets and verification of completed assignments are submitted to the Human Resources office.
6. Unit members whose classroom assignments are such that they would be supervising the same co-curricular activity at two schools shall be eligible for a stipend at each of the schools provided minimum standards are met for each activity. An example of such assignment is Choral or Instrumental Music, but not athletic coaching.
7. Paid time on fee schedule activities does not substitute for voluntary or assigned participation in non-paying, co-curricular activities.
8. Coaches who coach combined teams (e.g., varsity and F/S volleyball) will be paid an additional half stipend above the varsity stipend.
9. If P.E. and athletics are separated so that athletics are offered only after school, the stipends will be increased by \$500 for Category A and Category B and by \$375 for Category C.
10. It is understood that "after school" in item #10 is to be interpreted as beginning during seventh period if this is the coach's second prep period.
11. An additional \$500 will be added to the drama stipend and \$375 to the journalism and yearbook stipends if the unit member teaches five classes that are not related to the activity. An example would be teaching five periods of math and serving as a drama coach.
12. Schedule C is to be increased each year by the same percentage as Schedule A.
13. In the event a permanent employee of a school district has tenure as a full-time employee of the District, any assignment or employment of such employee in addition to his full-time assignment may be terminated by the governing board of the District at any time.

Appendix D

Bargaining Intent: Implementation of the new evaluation language, these are the possible permutations of a six-year cycle for permanent members eligible for Self-Assessment.

Year One	Formal Conference	Year One	Formal Conference
Year Two	Nothing	Year Two	Nothing
Year Three	Formal Conference	Year Three	Self-Assessment
Year Four	Nothing	Year Four	Nothing
Year Five	Formal Conference	Year Five	Self-Assessment
Year Six	Nothing	Year Six	Nothing
Year Seven	Formal Conference	Year Seven	Formal Conference
Year One	Formal Conference	Year One	Formal Conference
Year Two	Nothing	Year Two	Nothing
Year Three	Formal Conference	Year Three	Self-Assessment
Year Four	Nothing	Year Four	Nothing
Year Five	Self-Assessment	Year Five	Skip by Admin
Year Six	Nothing	Year Six	Nothing
Year Seven	Formal Conference	Year Seven	Formal Conference
Year One	Formal Conference	Year One	Formal Conference
Year Two	Nothing	Year Two	Nothing
Year Three	Formal Conference	Year Three	Skip by Admin
Year Four	Nothing	Year Four	Nothing
Year Five	Skip by Admin	Year Five	Formal Conference
Year Six	Nothing	Year Six	Nothing
Year Seven	Formal Conference	Year Seven	Formal Conference
Year One	Formal Conference	Year One	Formal Conference
Year Two	Nothing	Year Two	Nothing
Year Three	Self-Assessment	Year Three	Skip by Admin
Year Four	Nothing	Year Four	Nothing
Year Five	Formal Conference	Year Five	Self-Assessment
Year Six	Nothing	Year Six	Nothing
Year Seven	Formal Conference	Year Seven	Formal Conference

Exhibit 1

DECLARATION REQUESTING EXEMPTION

from payment of

AGENCY FEES

to

SEQUOIA DISTRICT TEACHERS ASSOCIATION

I, _____, declare, under penalty of perjury, that based on religious grounds I am to be granted an exemption from payment of dues or organization security fees to the Sequoia District Teachers Association (SDTA). This request is pursuant to Article III, Section 2.3.7 of the Agreement between SDTA and the Sequoia Union High School District and is based on the following:

Date

Signature

LETTER OF AGREEMENT A
relating to the
CONTRACT
between
SEQUOIA DISTRICT TEACHERS ASSOCIATION
and
SEQUOIA UNION HIGH SCHOOL DISTRICT

For the duration of the Agreement, and in consideration thereof, both parties agree

1. At the request of either party, they will consult on matters of mutual interest not otherwise specifically provided in the Agreement. Such consultations are intended to ameliorate dissatisfaction with the status quo. Any consultation requested under this paragraph will begin within a reasonable time, but not later than 60 days from the date a written request is received.
2. They will refrain from personal criticism of one another. This covenant expressly excludes comment on policies on either side; however, should such comments be made, both sides covenant to be fair and reasonable to one another. Nothing herein is intended to abridge the rights of either party to exercise those rights secured by the First Amendment to the United States Constitution.
3. The District affirms its belief that its certificated staff is deserving of salary increases which protect against inflation. Economic constraints imposed by the State of California may preclude the District's ability to fund increases commensurate with inflation. If, during the term of this agreement, those economic restraints no longer preclude it, the District will make every reasonable effort to catch up any spread between inflation following the base year 1986-87 and the compensation increases received. "Inflation" is defined as the increase to the cost of living as measured by the Bureau of Labor Statistics Consumer Price Index for Urban Wage Earners and Clerical Workers in San Francisco-Oakland-San Jose. The increase to the cost of living is to be reduced by an amount equal to that portion of the CPI resulting from health care costs.
4. The Board of Trustees and the administration acknowledge that it is the perception of some of the certificated staff that they have historically not always been recognized as colleagues of equal professional standing in providing the high-quality education students enjoy. Each covenants to make all reasonable effort to overcome this perception, taking into consideration that special efforts may need to be made to listen to and act on concerns of all parties that may have been insufficiently addressed previously.
5. Where any reference to resolution of disputes by a panel is made, it is the intention of the parties that the panel shall proceed informally. However, panel members will be guided by the general procedures provided in Title 9, California code of Civil Procedure, beginning at Section 1280.

Letter of Agreement A

For the District:

Jo Ann Smith
Jo Ann Smith, Superintendent
Sequoia Union High School District

Date: 11-3-00

For the Association:

Michael Radoye
Michael Radoye
President, Sequoia District Teachers
Association

Date: 10-13-00

**Side Letter of Agreement
between
Sequoia Union High School District
and
Sequoia District Teachers Association
for
2017-2018**

This is a revised Side Letter of Agreement (“Side Letter of Agreement”) between the Sequoia Union High School District (“District”) and Sequoia District Teachers Association (“SDTA”) (collectively the “Parties”) based on the Parties’ May 20, 2015, negotiations. This Side Letter of Agreement is contingent upon the finalization of the Charter School MOU between the District and Stanford Schools Corp., Inc. and is not precedent-setting for any other District small schools in the future.

INTRODUCTION

East Palo Alto Academy (“EPAA”) has operated as an “independent” charter school since it was authorized by the District to commence operations on July 1, 2012. EPAA has materially revised its charter petition, referred to hereafter as “revised charter,” so that it is “dependent” in nature. In accordance with Education Code sections 47605(b)(5)(O) and 47511.5, EPAA has, in the revised charter, deemed the District to be the exclusive public school employer of the employees at the charter school for the purposes of Section 3540.1 of the Government Code effective July 1, 2014.

All non-management certificated employees at EPAA are members of the Sequoia District Teachers Association bargaining unit.

The parties agree that EPAA’s program is unique in nature and that, as a result, not all provisions of parties’ collective bargaining agreement will be applicable to Members of the SDTA bargaining unit employed at EPAA. The parties further agree that, with respect to certificated employees assigned to EPAA, not all terms of the parties’ collective bargaining agreement are applicable to those employees, and a degree of flexibility must exist in order for the District to administer the EPAA program consistent with the intent of EPAA’s revised charter and in the spirit of Charter Schools Act of 1992 as set forth in Education Code section 47600 et seq.

AGREEMENT

The District and SDTA hereby agree to the following:

- I. **Effective date:** Upon execution by both parties of this Side Letter of Agreement and upon approval of the Charter School MOU between the District and Stanford Schools Corp., Inc., this Side Letter of Agreement becomes effective on July 1, 2017.
- II. **Intent of Parties:** The intent of this Side Letter of Agreement is to specifically indicate what exceptions to the parties’ collective bargaining agreement apply to Members of the SDTA bargaining unit employed at EPAA. Moreover, this Side Letter of Agreement specifies to the greatest extent possible terms specific to members of the SDTA bargaining unit employed at EPAA. In the event that no provision of the parties’ collective bargaining agreement or this

Side Letter of Agreement addresses a specific issue or conflict, the parties agree to immediately schedule negotiations to address the matter.

- III. The parties agree that all Articles of the parties' collective bargaining agreement shall apply to Members of the SDTA bargaining unit employed at EPAA, with the specific exceptions described in this Side Letter of Agreement.

The following collective bargaining agreement Articles apply to Members of the SDTA bargaining unit employed at EPAA without exception during the term of this Side Letter of agreement. Any Articles that are not listed below are modified in this Side Letter of Agreement in Section IV.

ARTICLE I	RECOGNITION
ARTICLE II	MANAGEMENT RIGHTS
ARTICLE III	ORGANIZATIONAL RIGHTS
ARTICLE VI	HEALTH AND WELFARE
ARTICLE VII	LEAVES
ARTICLE VIII	EVALUATION
ARTICLE IX	SAFETY
ARTICLE X	GRIEVANCE PROCEDURE
ARTICLE XII	CLASS SIZE
ARTICLE XIII	PARTNERSHIP PEER ASSISTANCE PROGRAM
ARTICLE XIV	POST RETIREMENT EMPLOYMENT PROGRAM
ARTICLE XVI	SAVINGS CLAUSE
ARTICLE XVIII	NO STRIKE/NO REPRISAL CLAUSE

- IV. The topics included in the following Articles of the parties' collective bargaining agreement apply to bargaining unit members employed at EPAA with the exceptions noted in order to address the unique program needs of the EPAA Charter.

A. ARTICLE IV: HOURS

1. Within the parameters of the duration of the instructional day, the school may provide for flexible schedules, including advisory periods and common planning time. After consultation with SDTA, EPAA may increase the instructional day as

needed to address the needs of its instructional program.

2. "Regular work hours" shall be determined, subject to approval by the District's Governing Board or designee, by the EPAA Principal, and shall include a once-weekly faculty professional development time that may extend up to one hour beyond the otherwise usual end of the work day.
3. Section 2.3 of the CBA shall be amended for bargaining unit members at EPAA such that full-time classroom teachers shall have not more than twenty-seven (27) regularly assigned teaching periods or equivalent teaching load per week. Class meetings of ninety (90) minutes or more shall be equivalent to two (2) class periods of full-time teaching. Part-time classroom teachers are defined as having fewer than twenty-seven (27) regularly assigned teaching periods or equivalent teaching load per week.

B. ARTICLE V: TRANSFERS

1. Sections 4 (Involuntary Transfers) and 5 (School-Closure Transfers) shall not apply to bargaining unit members employed at EPAA.

C. ARTICLE XI: WAGES

All items of the Article shall apply to EPAA unit members with the following exceptions:

1. Despite possible differences in the actual calendar days worked, the work year for EPAA unit members shall consist of the same number of work days as for unit members at other sites. Any days beyond 187 work days shall be optional and shall be compensated at the curricular rate.
2. To be eligible for additional compensation beyond the approved EPAA work year for professional or curriculum development time, such time must be pre-approved by the school principal. This time shall be paid at the curricular rate set forth in Appendix B of the parties' collective bargaining agreement and shall not be considered obligatory work time.
3. Sections 10.1 and 10.3 of the Collective Bargaining Agreement shall not apply to department chairs at EPAA. EPAA department chairs, previously referred to as lead teachers by EPAA, shall receive the curricular rate set forth in Appendix B of the parties' collective bargaining agreement instead of receiving a release period and instead of receiving a stipend.
4. Section 10.3 of the Collective Bargaining Agreement shall not apply to counselors at EPAA. The EPAA Counselor shall be designated "Head Counselor". The "Head Counselor" shall work a 210-day work year as specified in Appendix A (4) of the parties' collective bargaining agreement, but shall not receive the Department Head Stipend specified in the parties' collective bargaining agreement.

D. ARTICLE XV: COMPLETION OF AGREEMENT

All items of the Article shall apply to EPAA unit members, with the exception that the Charter Advisory Board, subject to approval by the District's governing Board or designee, will determine class size and pupil load to meet pupil needs and in accordance with its budgeted resources. EPAA's pupil-teacher ratio, class sizes, and pupil load will not exceed those specified in this Article.

E. ARTICLE XVII: TERM OF AGREEMENT

While those items covered by the parties' collective bargaining agreement are bound by the term of agreement set forth therein, items specific to this Side Letter Agreement may be reopened for negotiations each year upon written notice by one party to the other prior to January 15th of each school year.

V. Additional Terms Specific to Bargaining Unit Members Employed at EPAA:

A. Educational Program:

Subject to approval by the District's Governing Board or designee and in compliance with the EPAA charter and applicable law, the EPAA Principal, in consultation with the Charter Advisory Board, is responsible for:

1. Designing EPAA's own curriculum and programming.
2. Structuring EPAA's own assessment practices and administering State required tests.
3. Deciding EPAA's instructional day schedule and instructional calendar, consistent with the requirements of law for attendance accounting and reporting.
4. Determining teaching assignments that meet all legal and credential requirements.
5. Deciding on EPAA's master schedule and supplemental services that support EPAA's educational design and best meet the academic, social, and emotional needs of students.

B. EPAA School Site Calendar:

1. The EPAA school site work year calendar is designed to meet the needs of EPAA families and the educational design of the charter and will differ from the District calendar. Members of the SDTA bargaining unit employed at EPAA will be compensated at the curricular rate for any optional additional calendar days worked above the 187 days prescribed by the parties' collective bargaining agreement for non-EPAA SDTA bargaining unit members.
2. A copy of the EPAA school site calendar for 2014-15 is attached to this Side Letter of Agreement as Attachment A and incorporated herein as part of this Agreement.

3. Each year the EPAA school site work year calendar is subject to negotiations with SDTA and approval by the District's Governing Board or designee.

C. Human Resources Management:

1. Members of the SDTA bargaining unit employed at EPAA are subject to all District policies, procedures, and protocols, unless otherwise modified by provisions set forth in the EPAA Charter, any Memorandum of Understanding and/or agreement between EPAA and the District, and any agreements between SDTA and the District including this Side Letter of Agreement.
2. No District employees, other than those employees specifically hired to work at the EPAA charter school, will be required to work at EPAA.
3. No EPAA employee has a right to a position at any other District school. No District employee has a right to any position at EPAA.
4. The District Governing Board is responsible for the oversight of Human Resources at EPAA. The District's responsibilities include, but are not limited to, hiring, employee discipline, evaluation and dismissal of Members of the SDTA bargaining unit employed at EPAA.

D. Hiring:

1. EPAA's program is separate and distinct from District programs, and Members of the SDTA bargaining unit employed at EPAA have no rights whatsoever to District positions or employment. Conversely, District employees shall have no rights whatsoever to EPAA positions or employment.
2. EPAA teachers must possess the personal characteristics, knowledge base, and successful experiences in the responsibilities and qualifications identified the EPAA's job descriptions and Charter.
3. Teachers who wish to be hired at EPAA must apply for the position and undergo the formal school and District interview process. To be considered for a position at EPAA, the applicant shall meet qualifications for the position sought and be selected through a site committee process that includes interviews, demonstration lessons and final approval by the District. Eligible teachers must understand and agree that at EPAA, they will:
 - a. Serve as advisors, which include regular contact with parents (including but not limited to student-led conferences at least twice yearly; phone calls or visits with all families); daily school-based support for student success; and teaching an advisory class that supports social-emotional learning, academic advising, and college

readiness activities.

- b. Engage in project-based instruction that includes performance assessments and exhibitions, interdisciplinary collaboration, and multi-media uses of technology.
- c. Offer weekly office hours as scheduled in consultation with the principal based upon student needs.
- d. Participate in professional development.
- e. Serve, upon request and with the mutual agreement of the teacher and EPAA principal, as cooperating teachers for the Stanford Teacher Education Program (STEP).
- f. Comply with all duties and qualifications included in the EPAA job description.

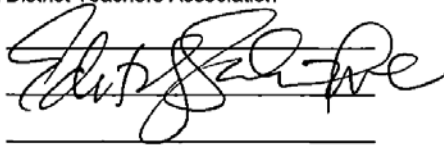
E. Layoffs:

1. The parties agree that EPAA is a specialized program that is separate and distinct from other District programs.
2. District employees and Members of the SDTA bargaining unit employed at EPAA shall be maintained on separate seniority lists.
3. Members of the SDTA bargaining unit employed at EPAA have no seniority to other District positions other than at EPAA and shall not possess seniority rights over a non-EPAA District employee.
4. District employees have no seniority with regard to any position at EPAA and shall not possess seniority rights over an EPAA employee.
5. For purposes of layoff, there shall be no cross-bumping between EPAA and any other District school or program.

Side Letter of Agreement: East Palo Alto Academy

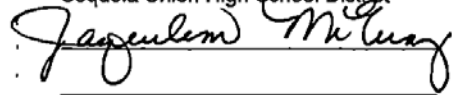
4. District employees have no seniority with regard to any position at EPAA and shall not possess seniority rights over an EPAA employee.
5. For purposes of layoff, there shall be no cross-bumping between EPAA and any other District school or program.

Sequoia District Teachers Association



Dated: 5/11/17

Sequoia Union High School District



Dated: 5-11-17

Side Letter of Agreement: Learning Management Systems and Communication

Side Letter Agreement
Between
Sequoia Union High School District
and
Sequoia District Teachers' Association

April 26, 2017

The Sequoia Union High School District (District) and the Sequoia District Teachers' Association (SDTA), referred to herein as "the parties," agree to the following:

1. Bargaining units members who are assigned four (4) distinct curricular preps shall not be required to post homework assignments using the site-specified Learning Management System (LMS); however, these bargaining unit members will be required to communicate homework assignment due dates by alternative written means, including, but not limited to, web pages, white board postings, or course-specific homework calendars.
2. Bargaining unit members who work in the District's Independent Study Program shall not be required to use any specific LMS to post homework assignment due dates on the School Calendar, nor will these unit members be required to post long-term project descriptions and handouts.
3. During the first year of implementation of a new LMS at a school site, the District agrees to include only positive references to the use of the site specific LMS in a bargaining unit member's evaluation.
4. Until such time that a District-adopted LMS gradebook can be tailored to meet the need of the instructional program at Redwood High School, Bargaining Unit Members at that site shall be exempted from any requirements related to the use of a specific LMS gradebook. Should a gradebook be implemented that does address the needs of the continuation school program, SDTA and the District agree to discuss the impact of transitioning to that system.
5. In a co-teaching arrangement at a site using School Loop, bargaining unit members will be provided a choice of the following: a) to share access to the School Loop gradebook of ALL of the content-area teacher's teaching sections so that both teachers can alter the assessment results of the students whom they share in their co-taught sections; or, b) not to share School Loop grade book access and to delineate the full scope of co-teaching responsibilities accordingly. In order to select option 4(b) of this section both co-teachers shall agree that the co-teaching responsibilities have been distributed fairly and equitably.

For sites using Canvas as the site-specified LMS, it is understood that both co-teachers will have equal access to all aspects of the class in the LMS. Within the context of their partnership, co-teachers will establish responsibilities for the requirements in this agreement and agree that the co-teaching responsibilities have been distributed fairly and equitably.

Side Letter of Agreement: Learning Management Systems and Communication

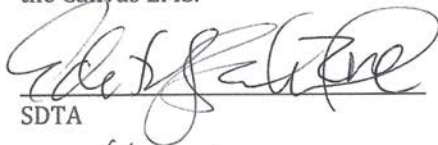
6. Pursuant to the SUHSD LMS and Communication Requirements, the District agrees to provide bargaining unit members with a total of 120 minutes of time per semester by shortening the length of staff, department, or collaboration meetings in order to provide additional time for compliance with School Loop and Communication requirements. The decision as to which meetings will be shortened or canceled will be at the discretion of the site principal, after consultation with the SDTA site leadership. The District will provide the 120 minutes described in this section to bargaining unit members in incremental units of between 20 and 60 minutes, and shall not provide the time in significant blocks of time, in an effort to provide unit members with time throughout the semester to meet the School Loop and Communication requirements.

7. The District agrees to provide an additional 60 minutes per semester in the first year of implementation of a new LMS. This time can be offered either during district professional development or site staff development time, for optional technology-related training, including, but not limited to implementation of the new LMS. This time may be used at the full discretion of the bargaining unit member, but may be used to set up LMS grade books, update homework calendars, or other activities aimed at meeting the LMS and Communication Requirements.

8. During the first year of implementation of a new LMS at a school site, in the event that unit members at a school site require additional time to meet the School Loop and Communication Requirements, the SDTA will contact the Assistant Superintendent, Human Resources and Student Services to review the time that has been provided, to determine if additional time is necessary, and to explore a means by which to provide additional time if necessary.

9. The District shall offer training for the Canvas LMS and gradebook in the Spring and during the June Professional Development Institute of the school year / summer preceding implementation of the LMS. Bargaining Unit Members who take advantage of these trainings will not need to attend the mandatory LMS trainings held on site Professional Development days in August. Written instructions (ie "Quickstart Guides") and instructional videos for all basic, required elements of the Canvas LMS and gradebook shall be made available to Bargaining Unit Members.

10. This Side Letter of Agreement between the parties will be effective immediately as of its signing and shall remain in full force and effect for the duration of the District's use of the Canvas LMS.


SDTA

4/26/17
Date


SUHSD

4-26-17
Date

Side Letter of Agreement
Between
Sequoia Union High School District
And
Sequoia District Teachers Association

October 6, 2016

Evaluation of Part-Time Certificated Employees

This is a Side Letter of Agreement (Agreement) between Sequoia Union High School District (District) and Sequoia District Teachers Association (SDTA) regarding the evaluation cycle for part time certificated SDTA unit members.

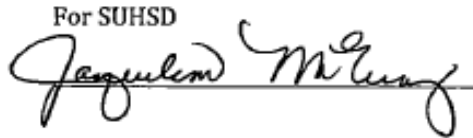
1. The parties agree that a part-time certificated employee's evaluation frequency cycle shall not be modified to an annual evaluation cycle due to temporary partial assignments.
2. The parties agree that part-time certificated SDTA unit members shall be evaluated consistent with the evaluation cycle frequency specified in Education Code Section 44664 as follows:
 - a. At least once a year for probationary certificated employees.
 - b. At least once every other year for permanent certificated employees.
 - c. If a permanent certificated employees receives an unsatisfactory evaluation, the permanent certificated employee shall receive an annual evaluation until they improve and receive a satisfactory evaluation.
 - d. At least once every 5 years for a permanent certificated employee if the employee:
 - i. Has 10 years in District;
 - ii. Is highly qualified;
 - iii. Meets or exceeds standards; and
 - iv. District and employee agree.
3. The parties agree that this Agreement reflects the entire agreement between the parties, supersedes all prior agreements, past practices and understandings and that there are no verbal agreements between the parties.

For SDTA



DATED: 10/6/16

For SUHSD



DATED: 10-6-16

Tentative Agreements

Tentative Agreement

Between

Sequoia Union High School District
and
Sequoia District Teachers' Association

December 5, 2016

Sequoia Union High School District (District) and the Sequoia District Teachers Association (SDTA), collectively referred to as "the parties", have considered their mutual interests and have agreed to enter into this Tentative Agreement (Agreement) to completely resolve negotiations for the 2016-2017 school year. All of the terms included in this Agreement are contingent upon ratification by both parties.

Recitals

1. Whereas, the District's estimated cost for the 2016-2017 school year to maintain the existing 2015-2016 Health and Welfare Benefits is approximately 0.4%.

Terms and Conditions

The parties agree to the following terms and conditions:

1. Duration

Except as otherwise provided in this Agreement, all other terms and conditions of the parties' collective bargaining agreement shall remain in full force and effect for the 2016-2017 and 2017-2018 school years.

2. Reopeners

The parties agree that for the 2017-2018 school year the parties shall reopen negotiations regarding salary and each party may each reopen one Article of the parties' collective bargaining agreement.

3. For the 2016-2017 school year, the District shall increase the 2015-2016 SDTA salary schedule in Appendix A of the collective bargaining agreement by 4.33% retroactive to July 1, 2016 for the 2016-2017 school year.

4. The parties agree that this Tentative Agreement, dated December 5, 2016 and Attachment A regarding revisions to the collective bargaining agreement, titled Attachment A of the Tentative Agreement and dated, December 5, 2016 is incorporated by reference into this Tentative Agreement. The December 5, 2016 Tentative Agreement and Attachment A to the Tentative Agreement completes negotiations for the 2016-2017 school year. Unless specified in this December 5, 2016 Tentative Agreement and/or in Attachment A to this Tentative Agreement, the current parties' 2015-2016 collective bargaining agreement language shall remain unchanged.

Sequoia District Teachers Association

Dated: 12/6/2016

Sequoia Union High School District

Dated: 12-6-16

Tentative Agreements

Tentative Agreement

Between

Sequoia Union High School District
and
Sequoia District Teachers' Association

May 11, 2017

Sequoia Union High School District (District) and the Sequoia District Teachers Association (SDTA), collectively referred to as "the parties", have considered their mutual interests and have agreed to enter into this Tentative Agreement (Agreement) to completely resolve negotiations for the 2017-2018 school year. All of the terms included in this Agreement are contingent upon ratification by both parties.

Recitals

1. Whereas, the District's estimated cost for the 2016-2017 school year to maintain the existing 2016-2017 Health and Welfare Benefits is approximately 0.8%.

Terms and Conditions

The parties agree to the following terms and conditions:

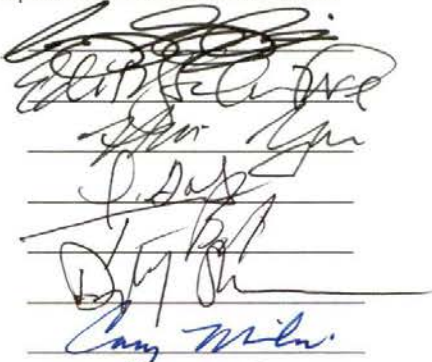
1. Duration

Except as otherwise provided in this Agreement, all other terms and conditions of the parties' collective bargaining agreement shall remain in full force and effect for the 2017-2018 school year.

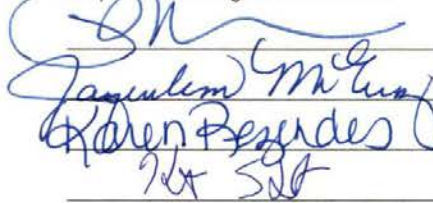
2. The District shall increase the 2016-2017 SDTA salary schedules in Appendix A, B and C of the collective bargaining agreement by 4% effective July 1, 2017 for the 2017-2018 school year.

3. The parties agree that this Tentative Agreement, dated May 11, 2017 and Attachment A regarding revisions to the collective bargaining agreement, titled Attachment A of the Tentative Agreement and dated, May 11, 2017 is incorporated by reference into this Tentative Agreement. This May 11, 2017 Tentative Agreement and Attachment A to the Tentative Agreement completes negotiations for the 2017-2018 school year. Unless specified in this May 11, 2017 Tentative Agreement and/or in Attachment A to this Tentative Agreement, the parties' 2016-2017 collective bargaining agreement language shall remain unchanged.

Sequoia District Teachers Association


Dated: 5-11-17

Sequoia Union High School District


Dated: 5-11-17

*Sequoia Union High School District
California Standards for the Teaching Profession
Evaluative Rubric*

Standard 1 CSTP: Engaging and Supporting All Students in Learning

Standard	Needs Improvement	Has Met
1.1 Using knowledge of students to engage them in learning	Gathers additional data to learn about individual students but needs a more direct connection to instruction.	Uses data from a variety of formal and informal sources to learn about students and guide selection of instructional strategies to meet diverse learning needs.
1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests	Makes limited connections to prior knowledge, culture, backgrounds, life experience, and interests represented among students.	Uses gathered information about students' prior knowledge, cultural backgrounds, life experiences, and interests to support student learning.
1.3 Connecting subject matter to meaningful, real-life contexts	Includes infrequent connections from subject matter to meaningful, real-life contexts.	Includes connections from subject matter to meaningful, real-life contexts.
1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs	Utilizes few strategies to meet students' diverse learning needs.	Utilizes a variety of strategies to meet students' diverse learning needs.
1.5 Promoting critical thinking through inquiry, problem solving, and reflection	Only asks, or primarily asks questions that focus on factual knowledge and comprehension; provides limited opportunities for students to think critically.	Guide students to think critically through use of questioning strategies, posing/solving problems, and reflection on issues in content.
1.6 Monitoring student learning and adjusting instruction while teaching	Implements lessons following curriculum guidelines, but does not make ongoing adjustments to instruction, as necessary, based on observation of student engagement and regular checks for understanding.	Makes ongoing adjustments to instruction, as necessary, based on observation of student engagement and regular checks for understanding.

Evaluation Rubric
Sequoia Union High School District
California Standards for the Teaching Profession
Evaluative Rubric

Standard CSTP: Creating and Maintaining Effective Environments for Student Learning

Standard	Needs Improvement	Has Met
2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully	<p>Inconsistently reinforces positive, responsible, and respectful student interactions.</p> <p>Some students share in the responsibility for the classroom community.</p>	<p>Reinforces positive, responsible, and respectful student interactions.</p>
2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students	<p>Utilizes few structures for interaction during learning activities. Does not configure physical environment to fully maximize student learning.</p>	<p>Develops physical and/or virtual learning environments that reflect student diversity.</p> <p>Utilizes a variety of structures for interaction during learning activities. Configures physical environment to maximize student learning.</p>
2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe	<p>Reacts to physical, intellectual, and emotional safety issues, but needs to improve in the implementation of proactive strategies.</p>	<p>Recognizes and addresses physical, intellectual, and emotional safety issues regarding materials, student interactions, and the organization of the learning environments.</p> <p>Implements strategies to establish intellectual and emotional safety in the learning environment.</p>
2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students	<p>Focuses the rigor of the learning environment on accuracy of answers and completion of learning tasks, but needs improvement in providing appropriate levels of challenge to all students.</p>	<p>Develops a rigorous learning environment that holds high expectations and provides appropriate levels of challenge for all students. Has an understanding of achievement patterns, and uses appropriate strategies and supports to address achievement gaps.</p>
2.5 Developing, communicating, and maintaining high standards for individual and group behavior	<p>High standards for individual and group behavior are inconsistently communicated and/or maintained.</p>	<p>Uses multiple strategies including culturally responsive instruction to develop and maintain high standards for individual and group behavior.</p> <p>Utilizes routine references to standards for behavior prior and during individual and group work.</p>
2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn	<p>Needs improvement in developing and/or implementing routines and procedures that are culturally responsive and engage students in the development and monitoring of norms.</p> <p>Needs improvement in promoting positive behavior supports.</p> <p>Needs improvement in responding to disruptions to the learning climate.</p>	<p>Develops, communicates, and maintains high standards for individual and group behaviors.</p> <p>Maintains regular use of routines and procedures that are culturally responsive and engage students in the development and monitoring of norms.</p> <p>Provides positive behavior supports. Responds appropriately to behaviors in ways that lessen disruptions to the learning climate.</p>
2.7 Using instructional time to optimize learning	<p>Needs improvement in pacing lessons to maximize time for instruction, checking for understanding, completion of learning activities and closure.</p>	<p>Paces lessons with students to provide adequate time for instruction, checking for understanding, completion of learning activities and closure.</p>

Evaluation Rubric
Sequoia Union High School District
California Standards for the Teaching Profession
Evaluative Rubric

Standard 3 CSTP: Understanding and Organizing Subject Matter for Student Learning

Standard	Needs Improvement	Has Met
3.1 Demonstrating knowledge of subject matter* academic content standards	Has foundational knowledge of subject matter, related academic language and academic content standards; however, clearer connections are needed.	Understands and integrates essential subject matter concepts, academic language, and academic content standards in ways that ensure clear connections and relevance to students.
3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter	Has basic knowledge of student stages of development, but needs to better address students' proficiencies and better support understanding of subject matter by implementing appropriate strategies.	Adapts instruction in response to knowledge of student development and proficiencies to meet students' diverse learning needs. Provides explicit teaching of academic language in ways that engage students in accessing learning activities.
3.3 Organizing curriculum to facilitate student understanding of the subject matter	Uses knowledge of curriculum and content standards, but minimally organizes, sequences, and adjusts the instruction to ensure student understanding.	Uses knowledge of curriculum and content standards to organize, sequence, and adjust instruction to ensure student understanding.
3.4 Utilizing instructional strategies that are appropriate to the subject matter	Inconsistently identifies and implements appropriate instructional strategies to engage students in learning.	Selects and adapts appropriate instructional strategies to ensure student understanding of subject matter.
3.5 Using and adapting resources, technologies, and standards aligned instructional materials, including adopted materials, to make subject matter accessible to all students	Resources utilized minimally support differentiated learning of subject matter.	Selects, adapts, and utilizes appropriate resources for concept and skill development in subject matter. Resources are utilized to support differentiated learning of subject matter.
3.6 Addressing the needs of English Learners and students with special needs* to provide equitable access to the content	Minimally differentiates instruction using ELD strategies to support English Learners. Does not provide appropriate challenge and/or accommodations in instruction for all students.	Differentiates instruction using ELD strategies to support English learners, as appropriate. Utilizes information on the full range of students identified with special needs to provide appropriate challenge and accommodations in instruction.

*Sequoia Union High School District
California Standards for the Teaching Profession
Evaluative Rubric*

Standard 4 CSTP: Planning Instruction and Designing Learning Experiences for all Students

Standard	Needs Improvement	Has Met
4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction	Lesson planning insufficiently takes into account assessment information on student academic readiness, language, cultural background, and individual development.	Plans lessons using assessment information on student academic readiness, language, cultural background, and individual development.
4.2 Establishing and articulating goals for student learning	The learning goals for content are unclear or ineffectively communicated.	Establishes and communicates to students clear learning goals for content that are accessible, challenging, and differentiated to address students' diverse learning needs.
4.3 Developing and sequencing long term and short term instructional plans to support student learning	Short- and long-term curriculum plans for subject matter concepts and academic language are insufficient to support student learning.	Establishes short- and long-term curriculum plans for subject matter concepts and academic language that support student learning.
4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students	Planning of instruction uses insufficient strategies to address learning styles and/or meet students' assessed language and learning needs.	Plans instruction using differentiated strategies to address learning styles and meet students' assessed language and learning needs.
4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students	Makes minimal adjustments to instructional plans and/or inconsistently responds to instructional needs as they arise.	Makes ongoing adjustments to instructional plans and uses appropriate materials as the instructional need arises to support student learning.

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Standard 5 CSTP: Assessing Students for Learning

Standard	Needs Improvement	Has Met
5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments	The purpose of assessments is sometimes unclear and/or the type of assessment is inappropriate to the purpose.	Decides on the purpose for assessment and skills to be assessed to select appropriately matched pre-, formative, and summative assessments.
5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction	Uses insufficient data and/or analysis to inform planning and differentiation of instruction.	Collects a variety of formal and informal assessment data on student learning. Uses analysis of appropriate data to inform planning and differentiation of instruction.
5.3 Reviewing data, both individually and with colleagues, to monitor student learning	Insufficiently reviews and monitors data on student learning individually or with colleagues to identify trends and patterns amongst groups of students.	Reviews and monitors data on student learning individually and with colleagues to identify trends and patterns among groups of students.
5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction	Assessment data is insufficiently incorporated into the establishment of learning goals and the differentiation and/or modification of plans.	Uses formal and informal assessment data to establish learning goals and plan differentiated lessons and modifications to instruction to meet students' diverse learning needs.
5.5 Involving all students in self-assessment, goal setting, and monitoring progress	Informs students about lesson objectives, outcomes, and summative assessment results, but has not implemented structures for students to self-assess and set learning goals.	Implements structures for students to self-assess and set learning goals related to content and individual skills.
5.6 Using available technologies to assist in assessment, analysis, and communication of student learning	Minimally uses available technology to record assessments and make required communications about student learning.	Uses technology to assist designing and implementing in assessments, recording and analyzing results, and communicating about student learning with administration, colleagues, families, and students. Attempts to see that communications are received by those who lack access to technology.
5.7 Using assessment information to share timely and comprehensible feedback with students and their families	Infrequently provides students and families with information about student progress.	Provides students and families with clear and timely information about strengths, needs, and strategies for improving academic achievement.

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Standard 6 CSTP: Developing as a Professional Educator

Standard	Needs Improvement	Has Met
6.1 Reflecting on teaching practice in support of student learning	Is aware of the need to reflect on teaching practice to support student learning, but infrequently takes advantage of opportunities to do so.	Engages in reflection individually and with colleagues on teaching practices in order to maximize student learning.
6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development	Set goals not directly connected to the CSTP or other professional standards.	Expands knowledge and skills individually and with colleagues through available professional development. Sets goals connected to the CSTP or other professional standards that are authentic, challenging, and based on self- assessment.
6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning	Is aware of the need to collaborate with colleagues to improve practice, but infrequently takes advantage of opportunities to do so.	Collaborates with colleagues to improve student learning and reflect on professional practice.
6.4 Working with families to support student learning	Does not actively encourage families to participate in the classroom and school.	Provides opportunities and support for families to actively participate in the classroom and school.
6.5 Engaging local communities in support of the instructional program	Needs to explore and expand knowledge of available school, neighborhood, and community resources.	Seeks and has knowledge of available school, neighborhood, and community resources.
6.6 Managing professional responsibilities to maintain motivation and commitment to all students	Requires assistance with managing time and responsibilities in an effort to meet professional expectations.	Maintains professional responsibilities and manages time and effort required to meet expectations.
6.7 Demonstrating professional responsibility, integrity, and ethical conduct	Does not consistently attend required meetings and collaborations. Needs improvement in fulfilling the varied responsibilities of teaching as they relate to communications with students, parents, and colleagues.	Attends required meetings and collaborations. Fulfills the varied responsibilities of teaching as they relate to communications with students, parents, and colleagues.

Note:

Please refer to the district website for evaluation forms.

<https://sites.google.com/a/seq.org/sushd-evals/for-teachers>