

AGREEMENT BETWEEN
STOCKTON UNIFIED SCHOOL DISTRICT
AND
STOCKTON PUPIL PERSONNEL ASSOCIATION,
INC.



JULY 1, 2021 – JUNE 30, 2024

Board ratified: 06.28.22
SPPA, Inc. ratified: 06.05.22

AGREEMENT BETWEEN

**STOCKTON UNIFIED SCHOOL DISTRICT
(DISTRICT)**

AND

**STOCKTON PUPIL PERSONNEL ASSOCIATION,
INC. (SPPA, INC.)**

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ARTICLE 1: RECOGNITION

- 1.1 The District recognizes the Stockton Pupil Personnel Association, Inc. (SPPA, Inc.) as the exclusive representative designated for the purposes of collective bargaining for certificated employees engaged in employment under contract with the Board, including the following classifications and all those persons employed during the life of this Agreement with appropriate credentials in activities relating to SPPA, Inc., but excluding all other classifications of certificated employees, including all designations of management, supervisory, and confidential employees.

Adult Education Counselor
Assistive Technology Specialist
Autism Specialist, Special Education I
Autism Specialist, Special Education II
Behavior Support Specialist I
Behavior Support Specialist II
Child Welfare & Attendance Counselor
Elementary School Counselor (K-8)
High School Head Counselor
High School Counselor
Inclusion Specialist, Special Education
Integrated Community Resource Specialist
Psychological Service Chair
Psychologist
School Nurse
Special Day Communicatively Disabled (SDC/CD)
Special Education Program Specialist
Speech Language Pathologist
Speech Language Pathologist Chair
School Counselor Program Specialist

ARTICLE 2: DEFINITIONS

- 2.1 "Stockton Pupil Personnel Unit Member" or "unit member" refers to any professional employee who is included in the bargaining unit as described in Article 1 and therefore covered by the terms and conditions set forth herein.
- 2.2 "Parties" refers to the entities described in the preamble.
- 2.3 "Working day" refers to any day the District Office of the Stockton Unified School District is open for business, 701 North Madison Street, Stockton, California.
- 2.4 "Workday" refers to the duty days of the unit member.
- 2.5 "Day" refers to calendar day unless otherwise specified.
- 2.6 "Work week" refers to the duty week of the unit member.
- 2.7 "Appropriate credential" refers to the credential deemed necessary by the California Commission on Teacher credentialing (CTC).
- 2.8 "Designated supervisor" refers to the administrator who is assigned to supervise the unit member by the Superintendent or Designee.
- 2.9 "Evaluator" refers to the administrator who is assigned to evaluate the unit member by the Superintendent or Designee.
- 2.10 "Site administrator" refers to the principal or assistant principal at a school site.

ARTICLE 3: RELATIONSHIP OF AGREEMENT
TO BARGAINING OBLIGATIONS

3.1 Savings Provision

In the event that any provisions of this Agreement are rendered or declared invalid by an applicable rule, regulation or order issued by governmental authority (including existing or subsequently enacted legislation or decrees of any court of competent jurisdiction) such determination shall not in any way affect the remaining provisions of this Agreement.

3.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals with respect to any subject or matter not removed by law from the area of collective negotiations. They, therefore, each voluntarily and without qualification, waive the right for the life of this Agreement to negotiate collectively except by agreement of both parties.

3.3 To effectuate the purposes of consultation, the parties shall meet at reasonable times that do not interfere with those times spent by members of the unit with students, concerning items not expressly within the scope of negotiations which are raised by either party. The purpose of these meetings is to fully explore the views of both parties before action is implemented by the District.

3.4 The District agrees proposed changes in policies of the District which affect the unit shall be afforded the consultation process with the Association as follows:

3.4.1 The District and the Association hereby establish a communication channel on consultative matters.

3.4.2 Consultation is defined as the process of meeting and exchanging ideas or opinions on an item of concern to the parties.

3.4.3 Consultative items may be identified:

3.4.3.1 by the Association president or designee, or

3.4.3.2 by the Superintendent or designee, or

3.4.3.3 as areas falling outside the scope of representation.

3.4.4 The District agrees to consult on those areas specifically outlined in Government Code Section 3543.2, areas identified as outside the scope of representation and other items agreed upon by the Association president or designee and the Superintendent or designee.

3.4.5 When a change in administration rules and regulations and/or Board policy occurs which pertains to the employment conditions of unit members or pertains to areas mentioned in Government Code Section

3543.2, the rule or policy shall not be rescinded or amended without prior consultation, unless consultation is waived by the Association.

3.4.6 Any consultation session shall include the Association president and/or designee and the Superintendent of Schools and/or designee.

ARTICLE 4: MANAGEMENT RIGHTS

- 4.1 The District possesses all of the rights, powers, privileges and authority it had prior to the execution of this Agreement; and nothing in this Agreement shall be construed to limit the District in any way in the exercise of the regular and customary functions of management in the operation of the District, except when they may be specifically relinquished or modified by express provisions of this Agreement.
- 4.2 Stockton Pupil Personnel Association, Inc. unit members may be called upon at various times to perform duties outside the SPPA, Inc. service area. Normally, these duties will be performed on a rotational basis with service equal to other certificated employees within the school district. Duties outside the pupil personnel service area will be by mutual agreement of the unit member and their designated supervisor.
- 4.3 Stockton Pupil Personnel Association, Inc. employees shall not be evaluated on activities outside the SPPA, Inc. service area without the consent of the unit member.

ARTICLE 5: CONCERTED ACTIVITIES

- 5.1 There will be no strike or work stoppage by the Stockton Pupil Personnel Association, Inc. or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.
- 5.2 The Association recognizes the duty and obligations of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all unit members to do so.
- 5.3 In the event of a strike, work stoppage or disruption by any other unit, Stockton Pupil Personnel Association, Inc. unit members may be assigned to other duties within their employed credential authorization at the discretion of the site administrator and/or the Superintendent or designee. The District will attempt to maintain regular school assignments whenever possible.
- 5.4 In the event of strike, work stoppage or disruption, the District and the Stockton Pupil Personnel Association, Inc. unit members will attempt to maintain regular duties insofar as possible.

ARTICLE 6: EVALUATION

6.1 Criteria

6.1.1 Unit members will be evaluated as it reasonably relates to:

- (a) fulfillment of established job responsibilities;
- (b) the quality of human relationships with students, parents and district personnel;
- (c) performance of duties which are adjunct to the unit member's assignment under the conditions set forth in Section 4.2 and 4.3 herein.

6.1.2 For personnel assigned to a classroom, the evaluation shall also include:

- (a) the progress of pupils toward the goals and objectives established in the pupil's IEP;
- (b) the instructional techniques and strategies used by the specialist;
- (c) the establishment and maintenance of suitable learning environments within the scope of the specialist's responsibilities.

6.2 General Procedures

6.2.1 (a) a conference within thirty (30) working days of the first scheduled work day – for all members in an evaluation year and all non-permanent unit member (see 6.3.1);
(b) at least two (2) observations based on the criteria contained in the evaluation form by the designated supervisor;
(c) a final evaluation.

6.2.2 Other factors may become part of the process by mutual agreement between the unit member and the evaluator. The content of the observation and evaluation documents may not be grieved for any reason.

6.2.3 Evaluation and assessment of the performance of each certificated unit member shall be made on a continuing basis as follows:

- (a) once each school year for temporary/probationary personnel;
- (b) every other year for personnel with permanent status not meeting the criteria below;
- (c) every five (5) years for permanent personnel who have been employed at least ten (10) years with the district and whose most recent previous evaluation rated the employee as

‘Satisfactory’ or ‘Commendable’. The certificated employee or the evaluator may withdraw consent at any time.

When any permanent, certificated unit member has received a final evaluation of “Unsatisfactory” or “Improvement Needed”, the District shall provide the member with an improvement plan, making specific recommendations as to areas of improvement in the employee’s performance and endeavor to assist the employee in their performance. The District shall annually evaluate the employee until the employee achieves a satisfactory or commendable evaluation or is separated from the district.

By written agreement between the permanent unit member and the designated supervisor, the timelines, observations, forms and conferences may be waived or reduced. Provisions of Article 6 shall not be waived or altered for probationary or temporary unit members.

6.2.4 At the beginning of the year, each unit member will meet with the designated supervisor to review the job responsibilities and to clarify expectations for the school year.

6.2.5 Evaluation of counselors is an individual process; however, members of the Counseling Department at most high schools operate as a team. Therefore, at the beginning of each school year, the Counseling Department, under the leadership of the department chair and the site administrator, will:

- (a) establish a comprehensive plan for the school site which is consistent with the District goals and objectives, and
- (b) identify individual counselor responsibilities with regard to the attainment of department objectives. The site administrator shall meet individually with each counselor to designate specific responsibilities. Such responsibilities shall be indicated in each section of the evaluation form titled “Specific responsibility for above.”

These plans shall be consistent with the counselor job descriptions and job responsibilities as clarified with the site administrator pursuant to Section 6.2.4 herein.

6.3 Observations

6.3.1 The designated evaluator shall schedule a conference within the first thirty (30) working days for unit member(s) to be evaluated for that year. At this conference, the designated evaluator shall review with the evaluatee(s) the specific standards of performance, the evaluation

criteria, the forms, the support requirements provided by the evaluator, and the plans for monitoring the evaluatee(s)' performance status. Specific responsibilities shall be entered on the evaluation form with N/A indicated if the unit member(s) are not responsible for a specific activity.

6.3.2 The evaluator shall conduct at least two (2) observations. Further, if the observation is being performed by someone other than the designated supervisor, the evaluator will seek written input concerning the unit member from the site administrator(s). Such input shall be obtained prior to the completion of the evaluation form.

6.3.3 The site administrator will be responsible for the evaluation, including the observations, of unit members assigned exclusively to one (1) site. The evaluation for all other unit members who are assigned to two (2) or more school sites will be the responsibility of the designated supervisor below:

- | | |
|--|---|
| School Counselors | - site administrators or an Administrator of Student Support Services |
| CWA Counselors | - an administrator of CWA |
| Speech Language Pathologists | - an administrator of Special Education |
| Psychologists | - an administrator of Special Education |
| Program Specialists | - an administrator of Special Education |
| School Nurses | - an administrator of Health Services |
| Autism Specialist, Inclusion Specialists | - an administrator of Special Education |
| Behavior Support Specialists | - an administrator of Mental Health & Behavior Support Services |

There is no requirement that the Director or Administrator of Special Education, Director or Administrator of Health Services, Director or Administrator of Mental Health & Behavior Support Services hold any particular credential other than an administrator's credential. The Director or Administrator of Health Services must hold a California

Registered Nurse (RN) license, as pursuant to the California Board of Nursing licensure regulations and an administrator's credential.

- 6.3.4 The evaluator shall complete an observation in each of the semesters. These observations shall be separated by a minimum of eight (8) weeks.
- 6.3.5 The evaluation process shall provide for at least two (2) observations of the unit member in a work situation. Such observations shall be of sufficient duration and the observation techniques used of sufficient quality so that such observations will contribute to the unit member's understanding of their performance. Within five (5) working days of the observation, the evaluator shall give the unit member a written narrative of their observation. When a site administrator is performing the evaluation, one of the two (2) observations shall be scheduled in advance on a date agreed upon mutually by the evaluator and the unit member.
- 6.3.6 The observation and final evaluation shall include recommendations, if necessary, as to areas of needed improvement in the performance of the unit member. Evaluators are encouraged to note exemplary work when appropriate. The unit member shall be given a copy of any documents provided to the evaluator by others, which were used in the evaluation process.
- 6.3.7 In the event a unit member is not performing their duties in a satisfactory manner according to the categories set forth herein, the evaluator shall notify the unit member in writing of such fact and describe such unsatisfactory performance, to be provided to the unit member concurrently with the evaluation instrument.
- 6.3.8 Within ten (10) working days, the evaluator shall thereafter meet with the unit member, making specific recommendations in writing as to areas of improvement in the unit member's performance to assist the unit member in such performance.
- 6.3.9 If any permanent unit member receives an unsatisfactory final evaluation, that unit member shall have the absolute right to request, in writing, one (1) additional observation and written evaluation. Such additional observation and written evaluation shall be conducted by a different evaluator of administrative rank. Such second evaluator shall be selected by the Assistant Superintendent of Human Resources, by mutual agreement with SPPA leadership, and shall hold a credential identical to the service area of the unit member, when possible. The results of all observations/evaluations will be utilized for the final evaluation and will be placed in the unit member's personnel file.

6.4 Final Evaluation

- 6.4.1 Evaluation made pursuant to this article shall be reduced to writing and a copy thereof shall be transmitted to the unit member not later than thirty (30) calendar days before the last school day scheduled on the school calendar for the school year in which the evaluation takes place.
- 6.4.2 If the unit member is performing in an effective or commendable manner, the report shall so indicate. If the unit member is not performing their duties in a satisfactory manner according to the standards of performance initially established, the report shall describe the areas of needed improvement, recommendations as to how improvement can be affected, and procedures which will be followed by the evaluator and the unit member to facilitate such improvement.
- 6.4.3 The unit member shall have the right to initiate a written reaction or response to the evaluation. Such response shall become a permanent attachment to the unit member's evaluation and shall be included in the unit member's personnel file.
- 6.4.4 When any permanent certificated unit member has received an unsatisfactory final evaluation, the District shall annually evaluate the unit member until the unit member achieves a positive final evaluation.
- 6.4.5 Under normal circumstances where remediation is unlikely to cure the unsatisfactory performance of a probationary certificated unit member, the evaluator has the discretion to recommend non-reemployment only after one unsatisfactory final evaluation.
- 6.4.6 Any evaluation performed pursuant to this Article which contains an unsatisfactory rating of a unit member's performance may include the requirement that the unit member shall, participate in a program designed to improve appropriate areas of the unit member's performance as deemed necessary by the District and with input from the unit member.
- 6.4.7 The program for improvement may be designated by the evaluator in consultation with the unit member.
- 6.4.8 At the discretion of the Assistant Superintendent of Human Resources by mutual agreement with SPPA leadership, an incomplete evaluation that has failed to meet district procedures and/or timelines, can submit a district-provided waiver signed by the evaluator, employee, and SPPA leadership. The signed waiver and evaluation satisfies the required evaluation and the member will

return to their evaluation cycle. A waiver only applies to permanent employees whose previous evaluation rated the employee as 'Satisfactory' or 'Commendable'.

6.4.9 If a waiver was not submitted or mutually agreed upon by the evaluator, employee, and SPPA leadership, the SPPA member will be evaluated the following year.

6.5 Complaints from Parents, Citizens and Employee

6.5.1 Within ten working days of receipt of a signed complaint from a parent, citizen, or employee, the District shall notify the concerned unit member(s) in writing, and shall provide the unit member(s) with a summary of the allegations in complaint. After the unit member is interviewed about the complaint, the unit member is entitled to a copy of the complaint provided that the unit member expressly agrees not to engage in any retaliation against the complainant. When the District provides a copy of the complaint, there may be redacted portions to protect the privacy of others included within the complaint.

6.5.2 Documentation of such complaint(s) shall be processed in accordance with Board Policy.

6.5.3 Such documented charges may be challenged as to their validity and accuracy through the grievance procedure in this Agreement.

6.5.4 Unit members shall be given a copy of any commendable or derogatory material relating to job performance, which is placed in their personnel files and shall have an opportunity to submit a response to such material, which shall be placed in their file.

6.5.5 Unit members shall have access to their official personnel files upon request.

6.5.6 Materials that cannot be substantiated will not be placed in the file if such placement results in an adverse impact on the unit member.

6.6 Discipline Actions

6.6.1 All disciplinary actions, reprimands, suspension without pay, reduction in compensation during mid-year, demotion or discharge shall be only for just cause. Any such action by the District shall be subject to the grievance procedure herein set forth, unless specific legal procedures are available to the unit member under state law or other provisions of this Agreement, in which case the legal procedures become the exclusive system for appealing such matters.

- 6.6.2 All material forming the basis for disciplinary action shall be made available to the unit member.
- 6.6.3 Evidence of records regularly kept by the governing board of the school district concerning the employee may be introduced, but no decision relating to the dismissal or suspension of an employee shall be made based on charges or evidence of any nature relating to matters occurring more than four (4) years before the filing of the notice (Ed Code 44944 (b)(2)(B)).

ARTICLE 7: ASSIGNMENTS, REASSIGNMENTS, TRANSFERS AND UNIT
REDUCTIONS

7.1 General Provisions

- 7.1.1 Assignment refers to duties as determined by the District, and the individual's position title, performed at one or more locations.
- 7.1.2 Work location refers to the specific work site(s) where the unit member will fulfill their assigned duties. Assignment duties may vary based on the work location. The decision of the district relative to work location shall be final.
- 7.1.3 Reassignment refers to a change of classification within the SPPA, Inc., unit or an involuntary transfer outside the unit, both of which may involve a change in location.
- 7.1.4 Transfer refers to the relocating of an SPPA member to another school and/or site(s) within the district. a change of site location. A transfer may be voluntary or involuntary. Transfers may be requested by the SPPA, Inc., unit member or may be initiated by the District. The unit member must qualify for the position. The decision regarding the transfer of SPPA, Inc., unit members is the sole responsibility of the District.
- 7.1.5 A unit reduction occurs when a position is eliminated with no intention of replacing it and results in a permanent reduction in FTE's.

7.2 Assignments / Filling Vacancies

- 7.2.1 The department administrator shall work with SPPA leadership and Human Resources to identify known vacancies created through program changes, growth, attrition or other changes.
- 7.2.2 Specific work locations for psychologists, counselors, speech-language pathologists and others of the SPPA, Inc., unit member shall be determined by the District subject to the provisions of this contract. Each discipline will determine a method to fill assignments and/or locations in collaboration with their administrator. SPPA, Inc., unit member requests shall be considered in the order of their SPPA, Inc., seniority at the time of request.
- 7.2.3 When administratively practicable, unit members will receive tentative succeeding year assignments in writing prior to the last scheduled workday of the school year.
- 7.2.4 The District will advertise positions that have become vacant. The notice of vacancy will reflect any special qualifications as determined

by the District, and/or location. All known vacancies for the following year shall be advertised before the last day of school.

7.2.5 SPPA, Inc., unit members within the District shall receive first consideration in the filling of any vacancy. Notice of certificated vacancies will be sent to SPPA, Inc., unit members via District email.

7.2.6 Selection from in-district applicants who meet the qualifications will be made on the basis of review, including but not limited to evaluations, experience, appropriate professional course work, workshops, in-service activities, and interview, if necessary. If two (2) or more candidates are found equally qualified, the senior ranking unit member in terms of SPPA, Inc., seniority within classification will be selected.

7.2.7 Filling Counselor and High School Head Counselor Positions

7.2.7.1 Eligible Unit Members: Counselors classified as permanent unit members may apply for a voluntary transfer to a counseling position at a secondary school using the procedures in this section. The notice of vacancy will reflect any special qualifications needed by the applicant as determined by the District and/or school site. Assignment of a temporary counselor to a secondary counseling position is conditional upon satisfactory completion of the school year.

7.2.7.2 Notices: Notices of secondary counseling vacancies shall be published and distributed once each school year and also emailed to the SPPA, Inc. President.

7.2.7.3 Notice Process: The notice is restricted to eligible in-district SPPA, Inc. unit members. Any unit member receiving an unsatisfactory performance evaluation shall be denied participation in the voluntary transfer provision in this section. All counseling positions in the notice will be filled by the interview and select process. A unit member applying shall complete a District Transfer request form. The notice will provide a unit member ten (10) working days to respond.

7.2.7.4 Selection: All qualified applicants shall be interviewed by a panel which includes a School

Counseling Program Specialist or a High School Head Counselor. Each vacant counseling position shall be filled using the interview and select process, from among these applicants.

7.2.7.5 Unadvertised Temporary Vacancies: Any counseling vacancy which occurs during the summer or school year as the result of a termination, promotion, retirement, resignation or reassignment may be filled through the end of the school year.

7.2.7.6 New Schools: All counseling positions at a new secondary school will be filled initially by utilizing the interview and selection provisions

7.2.7.7 Elementary Counseling Positions: Specific work locations for elementary school counselors will be determined by the Cabinet member and or designee in charge of Student Support Services, with input from a School Counselor Program Specialist based on request of the Site Administrator and Counselors.

7.3 Transfers

7.3.1 Voluntary transfers mutually agreed to by SPPA, Inc. unit members may be made after consultation with the site administrators, Cabinet member in charge of Student Support Services and Assistant Superintendent of Human Resources.

7.3.2 When it becomes necessary, as determined by the District, to transfer a unit member, only program needs may be considered above SPPA, Inc., seniority.

7.3.3 A unit member receiving a commendable evaluation will have the opportunity to remain in the current placement with the understanding that the department administration can make changes to the current placement based on district needs.

7.3.4 The unit member may indicate a preference regarding transfer, which will be taken into consideration, whenever a choice of positions is available.

7.3.5 The provisions of this article may result in loss of compensation (at the conclusion of the fiscal year) to SPPA, Inc. unit member resulting from transfer.

7.4 Administrative Transfers

- 7.4.1 When necessary, as determined by the District, a unit member may be administratively transferred based on program need.
- 7.4.2 A unit member who is proposed for an administrative transfer shall be notified in writing at least five (5) working days prior to transfer, SPPA bargaining unit members will have three (3) working days following written notice of confirmation to transition to their new assignment. Unit members will be given a total of eight (8) working days for the administrative transfer process. The administrator will schedule a meeting with the unit member and provide them with a copy of the recommended administrative transfer which will include the reason for the transfer.
- 7.4.3 When a unit member who is recommended for administrative transfer requests a meeting, the Superintendent or designee will meet with the unit member and the Association prior to making a final decision on the transfer and/or possible remediation. If requested, the meeting with the unit member and the Superintendent or designee and the Association will be conducted within the eight (8) working days notification and transition period. The consultation will be conducted so as to allow for meaningful input to the District concerning the necessity for the administrative transfer before a final decision is made. The Superintendent or designee will have the sole discretion to determine whether to administratively transfer a unit member.

7.5 Involuntary Transfers

- 7.5.1 Involuntarily transferred unit members will be guaranteed a position in the District.
- 7.5.2 Involuntary transfers for unit members will be recommended to the Superintendent or designee by the site principal or designated supervisor. The transfer will be within the unit member's SPPA, Inc., credential area.
- 7.5.3 A unit member who is proposed for an involuntary transfer will be given written notification within five (5) working days followed by three (3) working days for a transition period. Unit members will be given a total of eight (8) working days for the involuntary transfer process. The notification shall be notified in writing at least five (5) working days prior to transfer. SPPA bargaining unit members will have three (3) working days following written notice of confirmation to transition to their new assignment.

- 7.5.4 The administrator will schedule a meeting with the unit member and provide them with a copy of the recommended involuntary transfer which will include the reason for the transfer.
- 7.5.5 When a unit member who is recommended for involuntary transfer requests a meeting, the Superintendent or designee will meet with the unit member and the Association prior to making a final decision on the transfer and/or possible remediation. The consultation will be conducted so as to allow for meaningful input to the District concerning the necessity for the involuntary transfer before a final decision is made. The Superintendent or designee will have the sole discretion to determine whether to involuntarily transfer a unit member. If requested, the meeting with the unit member and Superintendent or designee and the Association will be conducted within the eight (8) working day notification and transition period.
- 7.5.6 All positions filled through an involuntary transfer must remain advertised as open for application and filling by the District. Upon being filled, the originally-transferred member has rights to resume their previous position. This back-filling provision is subject to the same seniority sequencing.
- 7.6 Reassignments Outside the Unit
- 7.6.1 Any unit member reassigned due to reduction in number of unit members shall have the right of re-entry into an SPPA, Inc., position as vacancies or new positions occur. Such re-entry shall be based on credentialing and seniority.
- 7.6.2 Re-entry rights under 7.5.1 shall remain in existence as long as the reassigned individual remains an employee of the District.
- 7.7 Unit Reductions
- 7.7.1 The Superintendent or Designee has the responsibility to plan, coordinate and provide for SPPA, Inc. services according to the needs and student populations of the District.
- 7.7.2 Subject only to the agreements herein relative to workdays, hours of employment and workloads of SPPA, Inc., unit members, the Board of Education shall determine the number of SPPA, Inc., positions required for any year of this Agreement.
- 7.7.3 Pursuant to law, the Board of Education may at an appropriate time, in any year of this Agreement, take steps to reduce the number of SPPA, Inc., personnel service position.

- 7.7.4 The District will provide notice and opportunity to bargain the effects prior to the elimination, transfer, or changes in bargaining unit work.
- 7.7.5 Except for positions funded by categorical and special education funds, reductions resulting from staffing changes shall be accomplished by attrition.

ARTICLE 8: STOCKTON PUPIL PERSONNEL ASSOCIATION, INC.
UNIT MEMBER TRAVEL

- 8.1 Unit members may be authorized, but are not required, to use their personal automobiles to transport students. Unit members who are authorized to use their own automobile in the performance of their duties, and who are assigned to more than one (1) school per day, shall be reimbursed for such travel at the IRS rate or at the rate set by the District, whichever is higher.
- 8.2 Unit members who use their personal automobile for authorized field trips or approved District business shall receive the authorized benefits as listed in 8.1 above.
- 8.3 Any unit member who is authorized to transport a student who is ill or injured to his/her home, to the doctor, or to the hospital shall be reimbursed for the actual mileage traveled.
- 8.4 Claims for reimbursement shall be filed with the appropriate administrator following guidelines as established for each program.
- 8.5 In order to ensure the maximum safety of students, District employees, and other individuals who may be participating in field trips or other official District business requiring transportation, and in order to mitigate the liability exposure of the District, the following guidelines have been established to regulate transportation activities:

District or private vehicles being operated for District purposes must meet the following guidelines:

Driver must possess:

1. Valid California driver's license.
2. Minimum liability insurance as required by the State of California.
3. Satisfactory driving record – defined as:
 - (a) A driving record with no felony violations such as homicide, assault with a motor vehicle, etc.
 - (b) A driving record with no conviction for driving while intoxicated or under the influence of a controlled substance, reckless driving or hit-and-run.
 - (c) A driving record with no more than two (2) moving violations and/or "at fault" accidents within a three-year period.
 - (d) A driving record with no driver's license suspended or revoked.
 - (e) A driving record with no history of moving violations or accidents not disclosed on "Driver's Application Form."

Employees are responsible for notifying the District of any change in a satisfactory driving record.

The driver will provide a “Proof of Insurance” form provided by the automobile insurance company.

The driver will provide the District with authorization to check their driving record through the California Department of Motor Vehicles Driver Record Program.

The District’s Use of Private Vehicle Request form must be completed and on file before a trip is taken.

Use of personal vehicles where hazardous road conditions exist is prohibited. This includes hazardous conditions declared by the California Highway Patrol, or other City, County, State or Federal agency authorized to monitor road conditions.

Follow the most direct route.

Avoid unnecessary stops.

Do not transport non-District personnel, non-students or other “guests” as passengers without prior approval from the Assistant Superintendent of Student Services and/or site Administrator. In a crisis situation, the employee will notify the Assistant Superintendent of Student Services and/or designee as soon as possible.

Shall not transport more than ten (10) occupants, including the driver; otherwise the vehicle is defined as a school bus or student pupil activity bus as per Vehicle Code Section 545 and the driver must have a Class B license with passenger endorsement.

Shall not transport two or more handicapped students confined to wheelchairs to or from school or school activities. To do so, would define the vehicle as a school bus and subject to all laws and regulations of a school bus.

ARTICLE 9: LEAVES

- 9.1 For the purpose of this clause, immediate family is defined as mother, father, grandmother or grandfather of the unit member or of the spouse or registered domestic partner of the unit member, and the spouse or registered domestic partner son, son-in-law, daughter, daughter-in-law, brother, sister, grandchild, step-child, step-brother, step-sister, or step-parent of the unit member, foster parent, foster child, aunt, uncle or any relative living in the immediate household of the unit member.
- 9.2 Household shall include any person who resides regularly in the domicile of the unit member.
- 9.3 Regular full-time unit members shall accrue one (1) day of sick leave credit for each month in which they perform assigned duties. The District shall provide notice to each unit member via Employee Online or subsequent electronic system, indicating accrued sick leave total and sick leave entitlement for the current school year.
- 9.4 Regular part-time unit members shall accrue sick leave credit in proportion to the fractional equivalent of full-time service in which they perform assigned duties.
- 9.5 Unit members selected to work the duration of summer school or extended school year (ESY) shall accrue one (1) day of summer school or ESY sick leave. Such leave may be used only during a summer school period, but shall be included in total accumulated sick leave for retirement benefit.
- 9.6 The total days of sick leave accruing to each school year shall be credited from the first day of paid service in that school year. Unused sick leave credit may be accumulated without limit and may be transferred to any other school district with the transferring unit member pursuant to law.
- 9.7 Unused sick leave credit for any unit member who retires from employment in the District shall be reported to STRS for the retirement benefit calculation pursuant to law. In the event that any unit member leaves and neglects to contact the District to communicate employment/retirement plans, the District will report the sick leave to STRS within one year.
- 9.8 The Superintendent or designee may authorize the use of sick leave for purposes herein set forth under Class A-1. The Superintendent or designee may authorize the granting of leave under Class B, Class E, and Class F.
- 9.9 Leave of absence requested under Class C, Class D, and for other purposes not enumerated herein, may be granted by the Board of Education upon written request.
- 9.10 There shall be the following classes of leaves of absence and any unit member returning from a leave of one (1) year's duration or less under this provision, the District will attempt to place the unit member in the same position and site subject to the provisions of the transfer policy.

9.10.1 Class A: Personal Illness Leave

Absence due to illness, injury, quarantine of the unit member, visits to doctor, dentist or other health care practitioner, hospital care, home care, convalescent home care for treatment of any illness, injury or temporary physical disability must be verified by the unit member's health care practitioner if requested by the unit member's immediate supervisor.

9.10.2 Class B: Absence Other Than Illness

Absence requested for reasons involving the unit member's professional, civic, economic or physical wellbeing, or the wellbeing of the unit member's immediate family. Such leave may not be taken for recreation; however, shall include time off for religious holidays. Normally, no more than two (2) days of Class B leave may be granted in any one school year. However, in unusual circumstances, the Superintendent or the unit member's supervisor may grant additional days. Class B leave shall not accumulate. Requests for Class B leave must be submitted forty-eight (48) hours in advance of proposed leave to the unit member's designated supervisor.

9.10.3 Leave for Compelling Personal Reasons

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

9.10.3.1 Compelling personal reasons means any business or civic endeavor or activity which cannot be conducted before or after school and which requires the presence of the unit member. Leave for compelling personal reasons shall not be used for vacation or recreation.

9.10.3.2 A unit member shall not be required to secure advance permission to use leave for the purposes listed above. When possible, unit members shall provide at least a twenty-four (24) hour notice to the District of their intention to use leave for compelling personal reasons. It is understood by the District that situations may arise that prevent unit members from providing prior notice, and they shall not be subject to any adverse impact in these situations.

9.10.3.3 Unit members shall not be required to explain their use of leave for compelling personal reasons to their immediate supervisor. However, if the immediate supervisor has evidence to believe that the CPR leave was not used for the purposes stated in Section 9.10.3.1, (s)he may refer approval of the leave to the Human Resources Department.

9.10.4 Class C: Extended Illness Leave

Absence occasioned by any cause included under Class A may be granted by the District for a period not to exceed five (5) months in any one school year. Such leave shall not be granted until all unused credits for sick leave have been exhausted. Unit members granted extended illness leave shall receive the regular salary granted, less the per diem rate for substitutes. If no substitute is employed, the amount, which would have been paid to the substitute, shall be deducted from the unit member's regular salary.

9.10.5 Class D: Miscellaneous Leave of Absence

Members of the bargaining unit may apply for leave of absence under this clause for the following purposes: continuing infirmities, disabilities, or convalescence following exhaustion of benefits provided for in Class C; for child care after the termination of Class A leave granted; for personal reasons deemed appropriate by the Board; for service in the armed forces; for service as a state legislator.

9.10.5.1 Except as provided by law, no compensation will be paid to unit members granted leave of absence under any provision of the Class D leave section.

9.10.5.2 The maximum leave of absence shall be no more than one (1) school year. However, the Board of Education may, for good cause, extend the term for up to two (2) additional years.

9.10.5.3 Failure to return to employment at the end of the extended leave will be deemed a resignation from the employment of the District, unless such extension is provided by law.

9.10.5.4 Unit members unable to return to employment after approved extended leave due to disability who are qualified for disability retirement under STRS shall be reported for such retirement.

9.10.6 Class E: Emergency Leave

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

9.10.7 Class F: Bereavement Leave

The Superintendent or designee may grant leave of absence to a unit member in the event of the death of a member of the immediate family or the unit member's household as defined herein. Three (3) days of such leave will be granted if travel does not exceed three-hundred (300) miles one way. Five (5) days will be granted if travel exceeds three-hundred (300) miles one way. A maximum of two (2) additional days shall be granted under unusual circumstances as determined by the immediate supervisor and shall be deducted from the days allowed in Section 9.10.1

9.11 Industrial Accident and Illness Leave

The Board shall prescribe the rules and regulations pertaining to industrial accident and illness leave of absence for all unit members of the District.

9.11.1 No more than sixty (60) working days of leave shall be granted for each occurrence resulting in a claim under this provision in any fiscal year.

9.11.2 Industrial accident or illness leave shall commence on the first day of absence.

9.11.3 Allowable leave under this provision does not accumulate.

9.12 Sabbatical Leaves

It is the intent of the Board to grant sabbatical leaves in any year of this Agreement when, in the opinion of the Governing Board, sufficient funds are available for this purpose. Leaves during any semester shall be limited to two (2) of the unit members. If the number of eligible applicants does not exceed two, each of the applicants may be granted sabbatical leave, so long as the purpose of such leave is to pursue a program of study, research, or travel which may be of benefit to the schools as determined by the District in consultation with the Association.

If the number of eligible applicants exceeds two (2) unit members, selection may be made on the basis of district-wide seniority, subject only to the same purpose of program restriction referred to above.

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

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

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

9.12.1 Sabbatical Leave Application Process

- 9.12.1.1 Any unit member sixty-two (62) years of age or under who has satisfactorily completed seven (7) consecutive years of service in the Stockton Unified School District may apply for sabbatical leave provided such service immediately precedes the date of application. No more than one (1) full year of sabbatical leave shall be granted any unit member during a seven (7) year period of employment. After the granting of a sabbatical, the unit member is required to serve seven (7) consecutive years before another sabbatical can begin. An unpaid leave of more than fifty percent (50%) of a school year shall constitute a break in computation of the seven (7) consecutive years of required service.
- 9.12.1.2 A complete, formal application form for a sabbatical leave, including the plan for study and/or travel, must be filed with the Human Resources Department before November 1 of the year preceding the school year for which the leave is requested. (Applications received after the November 1 deadline will be given consideration only if there are available slots after those applications received prior to the November deadline have been processed.)
- 9.12.1.3 An applicant will be notified of the receipt of his/her sabbatical leave application within twenty (20) days.
- 9.12.1.4 Applications will be submitted to the Board of Education at its first public meeting in January.
- 9.12.1.5 Applicants will be notified of approval or disapproval of the applications by January 20.
- 9.12.1.6 Acceptance of the sabbatical leave must be made in writing by March 1.
- 9.12.1.7 Alternates will be designated. Alternates may be notified in designated order according to the provisions of this article, if any sabbatical leaves are not accepted.
- 9.12.1.8 If an accepted applicant wishes to become an alternate, the first alternate may be given the sabbatical leave and the accepted applicant will be placed on the alternate list.
- 9.12.1.9 The unit member must agree to return to service in the District for a two-year period after the completion of the sabbatical leave.

9.12.1.10 Indemnity Bond

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

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

9.12.1.11 Report on Leave

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

9.12.1.12 Short-Term Leave

In addition, the Board of Education may grant short-term leaves.

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

9.12.1.12.2 No more than eighteen (18) weeks during the school year may be provided the unit. Application shall normally be made forty-five (45) days in advance for a short-term leave unless mutually agreed to.

9.12.1.12.3 A unit member granted a short-term leave shall receive fifty percent (50%) of his/her scheduled salary for this period.

9.12.1.12.4 No leave shall be granted for less than one (1) week nor more than nine (9) weeks.

9.12.1.12.5 Unit members must have attained permanent status in the District before becoming eligible for a short-term leave. Normally, no more than one (1) short-term leave shall be granted a unit member during a school year. The granting of a short-term leave does not preclude his/her application for a long-term sabbatical leave during this seven (7) year period.

9.13 Maternity Leave

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

9.14 Pregnancy Leave

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

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

9.14.3 The forty (40) day notice requirement shall be waived upon medical considerations verified by the unit member's physician.

9.14.4 The length of the leave of absence, including the date on which the leave shall commence and the date on which the unit member shall resume duties, shall be determined by the unit member and the unit member's physician.

9.14.5 The school district reserves the right to verify the period of actual temporary disability by consultation between the unit member's physician and the District-appointed physician.

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

9.14.7 Accumulated sick leave may be applied at the unit member's discretion to the period of actual physical disability for absence made necessary by pregnancy, miscarriage, childbirth or the recovery therefrom.

9.14.8 The unit member's fringe benefits shall be maintained during such periods of actual temporary physical disability.

9.15 Paternity Leave

SPPA, Inc. unit members may take two (2) days for paternity leave without loss of compensation immediately before, during or after delivery of a child by a spouse.

9.16 Adoption and Bonding Leave

9.16.1 Adoption - An SPPA, Inc. unit member who is adopting a child shall be entitled to up to three (3) days of paid leave for the purposes of caring for the needs of the adopted child and may be given an unpaid leave of absence upon request.

9.16.2 Bonding -A unit member may elect to utilize up to twelve (12) weeks of child bonding leave occasioned by the birth of the unit member's child, or the placement of a child with the unit member in connection with the unit member's adoption or foster parenting of the child as provided by the California Family Rights Act (CFRA).

For birthing mothers, the twelve (12) week child bonding leave shall commence at the conclusion of any pregnancy disability leave.

For non-birthing parents, the twelve (12) week child bonding leave shall commence on the first day of such leave.

Pursuant to Education Code section 44977.5, if a unit member exhausts his/her accumulated sick leave prior to the expiration of the twelve (12) week child bonding leave, s/he shall be entitled to differential pay as defined by Education Code section 44977.5 for the balance of the twelve (12) week period.

The unit member must provide Human Resources at least four (4) weeks written notice of his/her intent to utilize this child bonding leave pursuant to Education Code section 44977.5.

9.17 Other Leaves

9.17.1 The school district shall grant release time, with pay, to any unit member serving as juror or called as a witness or to respond to an official order from another governmental jurisdiction. Any monies received, including regular jury fees or expert witness fees, shall be submitted to the District.

9.17.2 It shall be the duty of each unit member selected as a trial juror to be available for work on any day within the term of the trial wherein the jury is excused from attendance or released prior to 10:00 a.m.

9.17.3 A bargaining unit member shall be entitled to one (1) day per year of paid leave to care for a spouse, child, or parent in the household; or if

living out of the household who is primarily dependent upon the bargaining unit member for care.

9.18 General Provisions

- 9.18.1 Requests for leave of absence, to the extent possible, will be submitted to the appropriate administrator prior to the taking of such leave.
- 9.18.2 Absence for any purpose not enumerated shall be deemed to be an unauthorized absence.
- 9.18.3 No unit member shall be permitted to remain or to perform services at any work site if, in the judgment of the site administrator, the unit member is unable to perform his/her regularly assigned duties.
- 9.18.4 Unit members summarily relieved from duty under Section 9.18.3 shall be placed on administrative leave.
- 9.18.5 No unit member shall receive compensation for unauthorized absence.
- 9.18.6 The District may require substantiation of any absence or illness.

9.19 Catastrophic Leave Program

"Catastrophic illness" or injury means an illness or injury that is expected to incapacitate the unit member for an extended period of time, and the taking of extended time off work creates a financial hardship for the unit member because (s)he has exhausted all sick leave.

- 9.19.1 Newly hired unit members shall have thirty (30) calendar days from the date of employment to enroll in the Catastrophic Leave Program and the effective date of coverage shall be the first day of the month following enrollment. Newly hired unit members who enroll during the spring semester shall be exempt from assessment for the following school year. Each unit member who participated in the Catastrophic Leave Program shall receive an annual statement of account.
- 9.19.2 For current SPPA, Inc. bargaining unit members desiring to join the Catastrophic Leave Bank (Pursuant to Article 9.19.6) the thirty (30) day open enrollment window shall be September 15th through October 15th of each year.
- 9.19.3 Provided that not less than fifty (50) days are contributed to the Catastrophic Leave Bank during the initial enrollment period described in Section 9.19.7, the catastrophic leave program shall be established to provide additional sick leave benefits for enrolled members as follows.

- 9.19.4 A unit member who is entitled to paid sick leave and who is experiencing catastrophic illness or injury is entitled to the benefits of this program if the unit member has exhausted all of his/her sick leave.
- 9.19.4.1 The unit member must provide verification of catastrophic illness or injury in a manner acceptable to the District and must request the leave in writing.
 - 9.19.4.2 The unit member must have previously become a member of the Catastrophic Leave Program pursuant to Section 9.19.6.
 - 9.19.4.3 The benefits of this program are limited to one (1) occurrence per fiscal year.
- 9.19.5 "Eligible leave" credits means sick leave accrued to the donating unit member.
- 9.19.6 A unit member may become a member of the Catastrophic Leave Program, and thereby become eligible for the receipt of benefits under this program by filing with the Human Resources Department an irrevocable donation of two (2) days for initial enrollment, and one (1) sick leave credit per school year thereafter, unless suspended pursuant to Section 9.19.9.
- 9.19.6.1 All donations must be in full day increments and are non- refundable.
 - 9.19.6.2 Donations beyond one (1) day per fiscal year must be approved by the District.
- 9.19.7 In order to be eligible for this program, the unit member must be eligible for benefits under the salary protection / Long Term Disability Insurance policy.
- 9.19.8 The maximum allocation from the Catastrophic Leave Bank shall be no more than the difference between the number of personal sick leave credits the unit member has accumulated at the beginning of the absence, and the number of scheduled work days within the first thirty (30) calendar days of leave.
- 9.19.9 A committee comprised of two (2) representatives from the Association shall be established. The committee shall meet with a representative from the Human Resources Department to review and

approve all applications for leaves to be charged to the Catastrophic Leave Bank. In future years, this committee may determine that an assessment for that year is unnecessary.

The committee shall make such determination and notify the District no later than August 1st of each school year if the deduction of one day of sick leave credit is to be suspended for that year.

- 9.19.10 To discontinue membership in the Catastrophic Leave Program, the unit member must provide written notice of intent to withdraw before June 30th of the fiscal year, to be effective for the following fiscal year.
- 9.19.11 On an annual basis, a presentation of the purpose and intent of leave utilization will be offered to unit members by the Association.

ARTICLE 10: SAFETY CONDITIONS

- 10.1 The District, in its discretion, will continue its efforts to keep facilities reasonably and properly equipped, maintained, and safe. The District also will continue its efforts to make structural and environmental improvements of the facilities where SPPA, Inc., unit members are assigned.
- 10.1.1 Unit members shall report to their designated supervisor/site administrator any alleged unsafe, unsanitary condition, which they discover in or around their work areas. The designated supervisor/site administrator shall respond to the safety concern within ten (10) business days. The designated supervisor/site administrator shall take the necessary action to address the condition.
- 10.2 A unit member may use such reasonable force as is necessary:
- 10.2.1 to protect oneself from attack;
- 10.2.2 to protect another person;
- 10.2.3 to quell a disturbance threatening physical injury to others; or
- 10.2.4 to obtain possession of weapons or other dangerous objects upon the person or within the control of the student. Any time a unit member finds it necessary to use such force, they shall immediately report the incident to the immediate supervisor and site administrator and to the responsible law enforcement agency (SUSD Department of Public Safety).
- 10.2.5 In carrying out the provisions of this section, the unit member shall not risk danger to their person by taking unreasonable risks. Any time a unit member finds it necessary to use such force, they shall immediately report the incident to the immediate supervisor and site administrator. The unit member shall complete the appropriate documentation.
- 10.3 When an absence arises out of an assault upon a unit member while that unit member is acting in the discharge of their duties, the District shall provide the unit member support and assistance up to:
- 10.3.1 Sixty (60) working days of industrial accident leave;
- 10.3.2 Accumulated full pay sick leave.
- 10.4 In the event that civil proceedings are brought against a unit member for actions which were within the course and scope of employment (as outlined in Article 10.2), the District will, upon request, furnish legal counsel.

- 10.5 The District will comply with laws and board policies regarding the notification of employees as it relates to safety conditions.
- 10.6 The District will provide an overview of the Comprehensive Safety and or Readiness Emergency Management for Schools (REMS) Plan within the first thirty (30) days of the school year and follow all guidelines for practice drills and exercises.
- 10.7 The District will fund and provide prevention and intervention training to de-escalate and mitigate crisis risk behavior.

ARTICLE 11: WORKLOADS

- 11.1 Except in severely unusual circumstances, the District will maintain the following workloads:
 - 11.1.1 High School Counselors (except at specialty/alternative high schools) Maximum 575 pupils, plus a pool of 150 pupils at each high school to be assigned as needed.
 - 11.1.2 Specialty/Alternative High School Counselors - Maximum 450 pupils
 - 11.1.3 Speech Language Pathologist
Related Services - Maximum district-wide average of 55
Special Day Class - Maximum district-wide average of 12, with individual maximum of 14
 - 11.1.4 High School Head Counselors- Maximum – 250 pupils
- 11.2 For all other unit members not listed above, the District will not increase the average workload that existed in 1984-1985 unless the funding sources are decreased. If the funding sources are reduced, the District will notify the Association and provide the opportunity to bargain the changes made necessary by the decrease in funding. If any unit members not listed above are cut from services or there is an increase in the work load, the designated supervisor, along with the unit members affected, shall develop written priorities of services/duties. These priorities may be site or District-based, depending on the circumstance of the cuts.
- 11.3 For purposes of implementing the workload maxima, the District will use the enrollment projections prepared by the Superintendent or designee in the spring of the prior year. Staffing will be based on these workload maxima using the enrollment projections. Reasonable efforts will be made to avoid split assignments. The District has the discretion to add additional staff.

ARTICLE 12: PROFESSIONAL DUES DEDUCTIONS

12.1 Any unit member who is a member of the Association in good standing by payment of monthly dues in accordance with its constitution and by-laws thirty (30) days after ratification of this Agreement, and all unit members who become members after that date shall maintain their dues deductions in the Association for the duration of this Agreement.

12.2 Employee Rights

12.2.1 The District and the Association recognize the right of employees to form, join and participate in lawful activities of employee organizations and the equal, alternative right of employees to refuse to form, join and participate in employee organizations as specified by the Education Employment Relations Act. Neither party shall exert pressure upon nor discriminate against a unit member in the exercise of these alternative rights.

12.2.2 Accordingly, membership in the Association shall not be compulsory. A unit member has the right to become a member of the Association or to refrain from becoming a member of the Association.

12.3 The District will provide SPPA with contact information on the SPPA unit members, which will also include new hires. The information will be provided to the Association President in digital or electronic format once a month. The contact information will include the following items (if provided by the employee):

- i. Name
- ii. Home Address
- iii. Phone Numbers – work, home and cellular
- iv. Personal (non-District) Email Addresses
- v. School Site
- vi. Hire Date
- vii. Seniority Date
- viii. Full Time Equivalent (FTE) status
- ix. Employment Status (i.e., Probationary, Permanent, Intern)
- x. An indication of whether the District is deducting dues for membership

12.4 New Employee Orientation

The District will provide SPPA access and notice to the new employee orientations no less than ten (10) days' notice in advance of orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that were not reasonably foreseeable.

ARTICLE 13: HOURS

- 13.1 The major effort of SPPA, Inc. unit members shall be directed toward activities that promote the educational process and student health and wellness. As professionals, unit members are expected to devote to their assignment the time necessary to meet their responsibilities.
- 13.2 Parent conferences required by the District will usually be scheduled during the workday, but other conferences, if needed, will be held at mutually convenient times.
- 13.3 Effective July 1, 2017, all unit members will work a professional work day; which in no case is less than seven (7) hours. The professional workday includes a daily, unpaid, thirty (30) minute, duty-free lunch.
- 13.4 Starting and ending times of SPPA, Inc. unit members assigned to more than one (1) site must be scheduled by mutual written agreement of the unit member and/or site administrator(s). If mutual agreement cannot be reached, the appropriate central office administrator will make the final decision as to starting and ending times. Unit members assigned to more than one site per week will sign in on arrival at the site and sign out on departure.
- 13.5 Unit members may be requested to attend school faculty meetings on an alternating basis in the schools they serve during the school year.

13.6 Professional Development

Two (2) professional development days will be offered for all unit members at their per diem rate of pay (timesheet required).

Members of this bargaining unit may be assigned up to eight (8) hours of required in-service meetings during each year of this Agreement, subject to the following:

- 13.6.1 No more than four (4) meetings will be scheduled.
- 13.6.2 Meetings will be scheduled on school days between 7 a.m. and 6 p.m., except by mutual agreement.
- 13.6.3 Unit members will receive one (1) week advance notice for scheduled meetings.
- 13.6.4 Additional in-service meetings may be scheduled by mutual agreement, or may be attended on a voluntary basis.

13.7 Procedure for Voluntary Reduction of Hours/Day

- 13.7.1 SPPA, Inc. unit members desiring to reduce hours and/or workdays must apply to the appropriate administrator by May 1 for the following school year. The request will be honored to the extent possible.

13.7.2 In the event two (2) or more SPPA, Inc. unit members within the same classification apply for the same reduction of hours/days in any one-year, the granting of such reduction shall be based on student and/or program need. No senior member within the same classification shall be denied a request for a reduction of days or hours if an SPPA, Inc. unit member with less seniority is granted a request.

13.7.3 This shall not inhibit a granting of reduction of hours during a current year by mutual agreement.

13.8 Job Sharing

13.8.1 With the prior written approval of the appropriate supervisors and the Assistant Superintendent, Human Resources, permanent SPPA, Inc. unit members in the same classification may volunteer to share full-time SPPA, Inc. assignments. Approval will be based on finding suitable replacements. Approval of such job sharing will be based upon educationally sound principles and assurance that the students involved will not be adversely affected by such an assignment. Approval will also be based on similar treatment and fair opportunity for all permanent unit members considering the needs and responsibilities of the District.

13.8.2 In those instances where job sharing is approved, the assignment will be for one (1) year at a time. Extension of such an assignment will be based upon an evaluation of the successful completion of the educational goals and objectives set forth at the beginning of the assignment. There is no automatic right to an extension.

13.8.3 It is understood that the equivalent of one (1) fringe benefit package will be paid for each full-time equivalent position. All leaves will be prorated.

13.8.4 The SPPA, Inc. unit members will clearly delineate in writing the duties and responsibilities of each SPPA, Inc. unit member such that all duties required of a full-time SPPA, Inc. unit member in that classification are assigned and performed. The listing of duties and responsibilities will be approved in advance by the appropriate supervisor.

13.9 Mandatory Meetings

Whenever reasonable, mandatory meetings involving SPPA, Inc. members in the District shall be scheduled with at least one (1) calendar week notice to the SPPA, Inc. unit member. There may be circumstances when it is not reasonable to provide a calendar week of notice.

ARTICLE 14: ASSOCIATION RIGHTS AND RESPONSIBILITIES

- 14.1 In each school site, one (1) bulletin board or a section of a bulletin board, not to exceed 48" x 48" shall be designated as the official bulletin board available to the Association to post notices of Association concern.
- 14.2 Contract Benefits
- The District shall provide SPPA Inc., board members with printed copies of this Agreement within seventy-five (75) days of ratification. An SPPA, Inc., member can ask for a printed copy of the SPPA, Inc., Agreement to be provided by the district. An editable electronic copy of this Agreement shall be given to the SPPA Inc. Secretary and Negotiations Chairperson.
- 14.3 The District shall grant up to twenty (20) days of paid leave and provide a substitute, if necessary, to the President of the Association or designee for the purpose of implementing provisions of this Agreement.
- 14.4 The District agrees to make available copies of District policies at work locations throughout the District and provide one (1) copy to the Association President.
- 14.5 The District agrees that the Association shall have the right to use District facilities, including equipment, at reasonable times subject to the approval of appropriate District officials.
- 14.6 The District shall take appropriate precautions to safeguard the Social Security numbers of unit members.

ARTICLE 15: GRIEVANCE PROCEDURE

15.1 Definition

15.1.1 For purposes of this Agreement, a grievance is defined as a dispute between the District and the SPPA, Inc. unit member covered hereby with respect to an alleged violation of the specific provision(s) of this Agreement that adversely affects a member of the unit.

15.1.2 Prior to the utilization of the grievance procedure, the unit member must discuss any problem in an informal conference with his/her immediate supervisor and/or responsible administrator. This shall be arranged by the supervisor and/or the responsible administrator at a mutually convenient time. Other persons may be present only with the consent of the supervisor and/or the responsible administrator or unit member.

15.2 Grievance Procedure

15.2.1 Level I

In the event the matter is not resolved at the informal conference, the unit member may present a grievance in writing to the administrator with immediate administrative responsibility and authority to adjudicate the grievance.

15.2.1.1 The grievance shall be on the form provided by the District. All pertinent information as defined by management must be supplied.

15.2.1.2 The written grievance must be presented within ten (10) working days after the preliminary process (as described in 15.2.1) has been observed or at the latest within thirty (30) working days of when the grievant either knew or should have known of the issues giving rise to the grievance.

15.2.1.3 Either party may request a personal conference within five (5) working days of the receipt of the grievance by the supervisor.

15.2.1.4 If a conference is requested, such conference shall be held within five (5) working days of such request, to be arranged by the supervisor at a mutually convenient time.

15.2.1.5 The supervisor shall present his/her answer in writing to the grievant within five (5) working days of the

conference or ten (10) working days after receipt of level I, whichever is later.

- 15.2.1.6 If no answer is received within the time limit established (in 15.3.1.5), the grievance is deemed answered by denial at that time.

15.2.2 Level II

If satisfactory settlement cannot be obtained at Level I, the grievant may appeal the decision on the form provided by the District to the Superintendent's office or designee within five (5) working days after receiving the Level I answer.

- 15.2.2.1 A conference may be requested by either party and shall be held with the grievant within five (5) working days of the receipt of the Level I appeal. This conference shall be arranged at a mutually convenient time. The Level I administrator may also be present at the conference.

- 15.2.2.2 The Superintendent of Schools or authorized designee may present an answer to the grievant in writing within five (5) working days after the date of the conference.

- 15.2.2.3 If no answer is received at Level II within the time limit established (in 15.3.2.2), the appeal may be considered answered by denial and may be submitted at Level III.

15.2.3 Level III: Mediation

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

- 15.2.3.2 The Association, if concurring with the grievant's request to seek mediation, will request the California Mediation and Conciliation Service to provide a mediator to assist the Union and the District to resolve the grievance.

Copies of the written request to the Mediation Service will be sent to the Superintendent and the grievant when the request is made.

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

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

15.2.3.5 The cost of the mediation shall be mutually borne by both parties.

15.3.1 Level IV

If satisfactory settlement cannot be obtained at Level III, the decision may be referred to a hearing officer within ten (10) working days of the conclusion of the mediation or by agreement of the parties.

15.3.3.1 The hearing officer so selected shall hold hearings and shall issue recommendations not later than twenty (20) working days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements have been submitted to the hearing officer.

15.3.3.2 The hearing officer's recommendation shall be in writing and shall set forth findings of fact, reasoning and conclusions on the issues submitted.

15.3.3.3 The hearing officer shall be without power or authority to make any recommendations which require the commission of an act prohibited by law or which violate the terms of this Agreement or which tend to add to, subtract from or modify any of its terms. The decision of the hearing officer shall be final and binding on the parties.

15.3.3.4 The cost of any hearing officer, including any transcripts, will be mutually borne by the parties.

15.4 General Provisions

- 15.4.1 The grievant may be personally present at each level of the grievance procedure, at mutual agreement of the District and SPPA President.
- 15.4.2 The grievant may request a representative at any stage in the grievance procedure. Such representative shall be limited to one person at all levels unless the District has more than one person in attendance to represent the District's position.
- 15.4.3 All conferences and investigations by or on behalf of the grievant pursuant to the procedure shall be conducted outside of the time the grievant or other person involved is responsible for students, when possible, unless mutually agreed to by the employee and the District.
- 15.4.4 The date of receipt of each writing required pursuant to this procedure shall be determined as follows:
- 15.4.4.1 The day such writing is personally delivered to the recipient or the day after such writing is deposited in the United States certified mail, addressed to the recipient at his last known home address.
- 15.4.4.2 For purposes of this procedure, the term writing shall include the grievance, the grievance appeal, and the answer to the grievant or grievance appeal or any other required writing.
- 15.5 The presence of advisors may be requested at any stage of the procedure by the administrator hearing the grievance or the grievant.
- 15.6 Requests for necessary and relevant information shall be made prior to any conference at the beginning level. Clarification of information shall be granted, but new issues beyond those originally presented shall not be introduced at any succeeding level.
- 15.7 The District, the Association and the employee shall have the right to all pertinent materials.
- 15.8 Time limits set forth in this procedure may only be extended by mutual written consent of the grievant and the Superintendent or designee.
- 15.9 If an administrator hearing a grievance denies the grievance for procedural reasons, the grievant may only appeal the procedural issue. If on appeal the procedural decision is reversed, the appeal must be returned to the administrator originally making the procedural decision.
- 15.10 Until final disposition of a grievance takes place, the grievant is required to conform to the original direction of his/her supervisor, unless otherwise mutually agreed to.

- 15.11 Resolution of an individual grievance shall be deemed to rectify the grievance only and in no way shall be deemed as precedent.
- 15.12 Disposition of grievances shall not be used in the evaluation of employees. A grievant may terminate a grievance at any time.
- 15.13 Information pertaining to the filing and resolution of a grievance shall not become part of the official personnel file of the employee.

ARTICLE 16: HEALTH AND WELFARE BENEFITS

16.1 Payments and Continuation of Payments

The District benefits contribution will increase to \$1609.30 per month.

Each eligible unit member who selects the more costly HMO or PPO medical plan will be obligated to pay the full difference above the District contribution. The amount of the "buy up" will be set prior to the beginning of each fiscal year and may increase over the amount for the prior fiscal year. Unit members must complete an Employee Benefit Enrollment Form in order to participate in the benefit plans to indicate their plan selection(s) and authorize the deduction of the "buy up" via payroll deduction.

The failure of a unit member to pay their share of the benefit premium will result in cancellation of insurance for the spouse and/or the employee (as applicable) for non-payment of premiums.

SPPA, Inc. will be invited to participate in the District's Health Benefits committee along with District representatives from the Human Resources Department and Business Office and representatives from various bargaining units. The purpose is to review, analyze and recommend plan designs and providers for health care.

The District will offer a medical rebate in the amount of \$739.90 per month for members on or before June 30, 2015. Eligible unit members hired after June 30, 2015 shall receive a medical rebate capped at the amount of \$283 per month.

16.2 Health Insurance

Unless otherwise agreed, the District will offer each eligible unit member a choice of at least two (2) District approved HMO plans and one (1) District approved PPO medical plan throughout the term of the Agreement. No change will be made unless SPPA, Inc. and the District negotiate such a change.

16.3 Vision Care

The District will offer each eligible unit member the vision plan including options for dependent/spouse coverage provided through the district approved plan.

16.4 Dental Coverage

The District will provide dental coverage for unit members including options for spousal/dependent coverage, under the District plan for the duration of this agreement. The maximum benefit amount will be \$1,500 per covered individual. The plan will be subject to the health benefit allowance.

16.5 Mental Health/Chemical Dependency

The District will offer each eligible unit member a mental health/chemical dependency program through the District's carrier. The plan will be subject to the health benefit allowance.

16.6 Internal Revenue Code Section 125 Plan

The District will maintain a Medical Premium only Section 125 Plan for each unit member who, in writing, enrolls in the Section 125 Plan.

16.7 Early Retirement Options (Retired Consultants)

The District may provide a voluntary part-time employment plan for unit members between the ages of fifty-five (55) and members reaching their seventieth (70) birthday during the school year, in accordance with the provisions of Education Code Section 44922.

16.7.1 An employee may not participate in part-time employment under this section after age seventy (70). Unit members in the program who reach age seventy (70) during the school year may continue through the remainder of the school year.

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

16.7.3 To be eligible for consideration for the Early Retirement Plan, the unit member is subject to the terms below:

16.7.3.1 have a minimum of ten (10) years of service in the District in a position requiring certification;

16.7.3.2 be between the ages of fifty-five (55) and employee reaching their 70th birthday during the school year;

16.7.3.3 have proposed the contract retirement voluntarily.

16.7.4 The retiree may serve up to 270 hours compensated per the Retired Consultant hourly rate (For 21-22 the rate is \$50.98) and will receive the same salary increases as other SPPA members who receive on salary increases in subsequent years. This figure shall not exceed the STRS/PERS maximum allowable earnings. The schedule of payment shall be as requested by the retiree within the constraints of the law.

16.8 Accumulated Sick Leave

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

$$\frac{\text{Number of Days of Accumulated Sick Leave}}{\text{Number of days in the School Year}} =$$

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

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

16.10 Fringe Benefits for Early Retirees and Dependents

16.10.1 Unit Members Hired Prior to July 1, 2003

Any qualifying unit member participating in the early retirement plan, who retires under STRS regulations shall receive from the District the full cost of the least expensive medical plan, which includes, dental, chiropractic, and vision insurance. Any qualified SPPA, Inc. member will have the same right as active employees to select a more costly HMO or PPO medical plan and will be obligated to pay the full difference above the least expensive plan. This benefit will last for ten (10) years or until the qualifying member is eligible for Medical/Medicare, or until age sixty-five (65), whichever comes first. After age sixty-five (65), the retiree shall be eligible to purchase insurance at the District rate.

16.10.2 SPPA, Inc. Members Hired After July 1, 2003

Any qualifying SPPA, Inc. member who retires under STRS regulations shall receive from the District the same medical plan options as active SPPA, Inc. members. Any qualifying SPPA, Inc. member participating in the early retirement plan shall be required to make the same proportional payment for the medical plan. SPPA, Inc. and the District reserve the right to mutually amend or modify this benefit for current or future SPPA, Inc. members.

This benefit will last for ten (10) years or until the qualifying member is eligible for Medical/Medicare, or until age sixty-five (65), whichever comes first.

16.10.3 A retiree who qualifies for paid benefits as set forth in Sections 16.11.1 or 16.11.2 above, may also purchase at District cost, the insurance coverage for the unit members eligible dependent(s).

16.10.4 A surviving dependent of an early retiree shall have the right to purchase benefits in accordance with the law.

16.11 Fringe Benefits for Temporary Contract Unit Members

- 16.11.1 A temporary contract unit member employed at the end of the school year who has provided service to the District at least seventy-five percent (75%) of the year shall receive fringe benefit coverage through the following August.
- 16.11.2 All other temporary contract unit members will receive fringe benefit coverage only while in paid status with the District.

ARTICLE 17: WAGES

17.1 A daily rate of pay is established by dividing the scheduled number of workdays into the annual salary. Upon prior approval of the District, employees who work in excess of their contracted number of days shall be paid at the hourly rate of pay for each hour or partial hour worked.

17.1.1 An hourly rate of pay is established by dividing the employee's daily rate by the number of hours in the employee's workday.

17.2 Unit members will be paid according to the schedules that are incorporated herein by reference.

17.2.1 New employees with previous experience will be given year for year experience credit up to ten (10) years. The new employee must have held the appropriate credential during all prior experience. This provision does not apply to School Nurses, Speech Language Pathologists, and Psychologists.

17.2.2 Unit members shall receive equal monthly paychecks per fiscal year depending on months worked.

17.2.3 For the 2020-2021 school year, a 2% on salary schedule wage increase effective, July 1, 2022, for SPPA members employed upon ratification of this agreement.

For the 2021-2022 academic year, SPPA Inc. members shall receive a 4% on salary schedule increase effective July 1, 2021 for SPPA members employed upon ratification of this agreement.

17.2.4 For the 2020-2021 academic year, Career Increments will be increased by two (2%) percent. (See Appendix)

For the 2021-2022 academic year, Career Increments will be increased by four (4%) percent.

17.3 Degree Increment – From an accredited institution (will be increased by 4% for 21-22)

17.3.1 Master's Degree: \$1,695/per year.
Ph. D/Ed.D Degree \$3,389/per year.

17.4 Career Increment

For the 2020-2021 academic year, career increments were increased by two (2%) percent as reflected below. From the 2020-2021 academic year forward, Career Increments will be increased by the same percentage applied to the salary schedules as of July 2020 and as listed in section 17.2 above.

For 2021-2022 academic year, career increments will be increased by four (4%) percent.

18-23 years	\$2024
24-30 years	\$4052
31+ years	\$6076

17.5 Step Requirements-Salary Schedule Advancement

The advancement on the salary schedule shall be at the beginning of the school year. It shall be at the rate of one (1) step for each year of experience. If a SPPA member is employed for seventy five percent (75%) of the school year, credit shall be given for that years' experience. All course work for salary schedule advancement must be completed prior to the first day of the employee's work year, in order to move over on the salary schedule for the current school year.

Salary schedule advancement will take effect the following month after completion of all coursework, pending receipt of official transcripts no later than November 1st. Should there be a delay in processing the district will retroactively pay accordingly.

17.6 Upper division and graduate courses may be taken for salary advancement without prior approval. A SPPA member may receive credit for no more than fifteen (15) such units taken in one (1) year, unless given prior approval of the District.

17.7 Vertical advancement on the salary schedule for a part-time SPPA member occurs only after accumulation of experience equal to a full year of service.

17.8 Unit Conversion

Quarter units are converted to semester units by multiplying the quarter units by 2/3. If this multiplication results in a fraction that, when added to the other semester units, is within 1/2 unit from the required units for qualifying for the next column, then the fraction shall be rounded to the next whole number; and the SPPA, Inc., member shall be placed on the next column.

17.9 The District shall provide each SPPA member a statement once per year of the number of units that the District has on file for them. The SPPA member must make a written request for such statement.

17.10 Lower division course units may be applied for advancement on the salary schedule only after prior approval by the Assistant Superintendent or designee.

17.11 Notification to Change Class on Salary Schedule

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

17.11.2 Official transcripts must be on file in the Human Resources Office on or before November 1 to be considered for salary purposes for the current

school year. Course work must have been completed prior to the first day of the employee's work year. The November 1 deadline is only for providing transcripts for verification of completion of units, prior to the first day of the employee's work year. It is the responsibility of the SPPA member to obtain transcripts for Human Resources Office before this deadline. Transcripts received after this deadline shall not be considered for change in salary until the succeeding year.

17.12 Minimum Salary Payment

Provided funding is received from the State, the District will pay any unit member who qualifies pursuant to Education Code Section 45023.4 a minimum payment as allowed by law.

17.13 Daily Rate Schedules: (See Appendix)

17.14 There will be a separate agreement regarding employment for extended year programs. Employees working in extended year/summer programs will be paid at the hourly rate as stated in 17.1.1.

17.15 Professional continuing education credits needed by nurses and Speech Language Pathologists to maintain their state license may be used as academic credit for the purpose of salary schedule advancement. Only fifteen (15) units of such credit may be used for salary advancement in any school year, unless the employee obtains prior approval from the appropriate District administrator for application of additional credits.

17.16 Planning and Preparation

Speech Language Pathologists assigned to Special Day/Communicatively Disabled (SDC/CD) elementary classrooms shall receive planning and preparation pay in the amount of \$1,000.00 per year.

17.17 Licensure and Certification Stipends

17.17.1 Speech Language Pathologists, SDC/CD teachers, SLP chair shall receive the following:

- 1) A stipend of \$1,000 per year for National Licensure.
- 2) A stipend of \$2,000 per year for State and National Licensure.

17.18 Early Retirement Options for Retired Consultants

The District shall provide a voluntary Early Retirement Plan for retired SPPA, Inc., members between the ages of 55 and employees reaching their 70th birthday during the school year.

- 17.18.1 To be eligible for the Early Retirement Plan, the retired SPPA, Inc., member must:
- (a) have a minimum of ten (10) years of continuous service to the District in a position requiring certification (See Ed Code 44922)
 - (b) be between the ages of 55 and 70;
 - (c) have proposed the contract retirement voluntarily.
- 17.18.2 The retiree shall be provided opportunity to serve for no more than 270 hours per school year as a Retired Consultant, compensated per the Retired Consultant hourly rate (For 21-22 the rate is \$50.98) and will receive the same salary increases as other SPPA members who receive on salary increases in subsequent years. This number of hours allowed shall not exceed the STRS (State Teachers' Retirement System) or PERS maximum allowable earnings. Payment shall be made upon completion of services, as indicated on the appropriate time sheet and submitted to payroll.
- This position is only considered "seasonal" in the sense that it is characterized by full-time shifts/days and sometimes full-time weeks, but only for limited portions of the year rather than the full year.
- Subject to the sole initiative of the District, the District and Association may at any time mutually approve any Retired Consultant for additional hours beyond the annual limit above. Hours approved must still be limited such as the Retired Consultant's income would not exceed the STRS or PERS maximum allowable earnings and it remains the member's responsibility to verify their earnings and limits with CalSTRS beforehand and throughout the process. Neither part is under obligation to approve or initiate. The assignment for a retired consultant position will be agreed upon by a supervisor, the Research Department and Human Resources.
- 17.18.3 The retiree shall perform services mutually agreed upon by the parties which meet the needs of the District.
- 17.18.4 The District shall provide not fewer than forty-two (42) slots (positions) for all retired consultants, including retired SPPA members. SPPA members entering this program will be provided the option of serving for two (2) years. When slots are vacant, the Education Code and STRS allow, and there is District approval, retirees who have served a minimum of two (2) years may be granted additional yearly contracts.

17.18.5 Working Hours

Hours for a Retired Consultant working at a school site shall be the same as SPPA members at that school site. Any travel time from one site to another site shall be counted as part of their work day.

Such work in the District offices, Special Education Office, support services buildings will be the same work hours as that of the staffs at those particular departments/sites.

With special projects assigned to a Retired Consultant, the hours will be mutually agreed upon by the District and Employee. Non-site hours will be up to eight (8) hours per day inclusive of lunch.

17.18.6 Retirees wishing to modify their daily work schedule must submit a request in writing and obtain approval from the Assistant Superintendent of Human Resources or designee. A single final shortened shift (to arrive precisely at the annual limit of hours) shall be automatically considered valid and approved.

17.18.7 Retirement Notice Incentive

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

17.19 SPPA Retired Substitutes

The daily rate will be based on column 1A of schedule 03SQ

17.19.1 Long-Term Substitutes (days 1-18)
The assignment for a long term substitute position taking on caseloads or an agreed upon assignment, shall be paid \$350 a day. The assignment will be agreed upon by a supervisor and Human Resources.

17.19.2 After eighteen (18) consecutive days in the same assignment, a SPPA retiree shall be paid according to the appropriate placement on the SPPA salary schedule at the time of their retirement.

17.20 Bilingual Stipend

Unit members shall receive a stipend of \$2,000/annually who qualify as functionally bilingual in any language in addition to English (including ASL) as determined by at least one of the following:

- certificate of biliteracy; or
- bachelor’s degree or greater in the language; or
- any certification that would qualify SPPA, Inc., as a translator/interpreter;
or
- any language proficiency verification/testing mutually agreeable to the District and Association; or
- other verification mutually agreeable to the District and Association.

Any member applying and qualifying for the bilingual stipend agrees to be included in an internal-eyes-only District list of “voluntary language-support” personnel. While inclusion on this list does not itself obligate any member to provide language-related assistance, it is the intent that broad transparency among District employees can naturally lead to meaningful interdependence in connecting with students and families.

ARTICLE 18: SPECIAL SERVICE PROJECTS EXTENDED YEAR AND
EXTENDED SCHOOL YEAR EMPLOYMENT

- 18.1 Special projects and extended year employment are optional and operated at the discretion of the District, except when mandated by state or federal regulations.
- 18.2 During any special service project, extended year or Extended School Year (ESY) employment, one (1) day of sick leave shall be granted to each Association member involved in these programs. Such sick leave shall be limited and is cumulative to extended year employment or special service project usage, and is not involved with regular employment sick leave.
- 18.3 Payments for services, in addition to the Association unit member's regular assignment, shall normally be mailed no later than the 15th of each month following the payroll in which the service was performed.
- 18.4 No extended year employment or special service project assignment shall be filled by persons outside the District until all properly certificated unit members have been hired, except where exceptional qualifications for selected programs are required.
- 18.5 Authorized mileage reimbursement to unit members will be provided at the rate and under the specifications set forth in Article 8 of this Agreement during the extended year employment of special service project assignment.
- 18.6 Criteria for selection is in the following priority:
- (a) Did not work the previous extended year session
 - (b) Years of service in the discipline/position for which the candidate is applying
 - (c) District seniority
 - (d) Administrator's recommendation (on application form)

- 1. 0-5 rating scale (five highest)

Ties between individuals on the initial criteria will be broken in order by the succeeding criteria. Unless specialized skills and experience are indicated on the job announcement or extended year/special project, assignments will be selected by applying the criteria listed above. Highest priority will be the individual least recently having extended year or special project position.

ARTICLE 19: PROBATIONARY UNIT MEMBER PROVISIONS

- 19.1 The provisions of this article shall apply only to those unit members who are probationary. This article excludes non reelection procedures.
- 19.2 First (1st) and second (2nd) year probationary unit members may be dismissed during the school year:
- (a) For unsatisfactory performance, as provided in Education Code Sections 44660-44665;
 - (b) for cause, as specified in Education Code Section 44932.
- 19.3 Any dismissal of a probationary unit member shall be in accordance with the following procedures:
- 19.3.1 The Superintendent or designee shall notify the unit member, in writing, thirty (30) days before the effective date of dismissal. Second-year probationary unit members shall be notified no later than March 15.
- 19.3.2 This notice shall set forth the reasons for the dismissal and notify the unit member of the opportunity to appeal. If the dismissal is for unsatisfactory performance, a copy of the unit member's evaluation shall accompany the written notice.
- 19.4 The unit member shall have fifteen (15) days from receipt of the notice of dismissal to submit to the Board of Education a written request for a hearing. If a unit member fails to submit a request for hearing during this time period, the unit member shall waive the right to a hearing.
- 19.5 The membership of the Board of Education will conduct a hearing as requested under the provisions of Section 19.4 and shall render a decision regarding the matter. Either the Board or the unit member may elect a hearing before a hearing officer selected by the Board to conduct a hearing and to submit a recommended decision in the matter to the Board. The procedures for a hearing shall be established by the Board of Education.
- 19.6 As an alternative to dismissal, the Board of Education may suspend probationary unit member without pay for a specified period of time.

ARTICLE 20: REOPENERS ON SCOPE & DURATION OF AGREEMENT

- 20.1 In the event that the scope of negotiations as defined in the EERA is changed, altered or amended by action of the PERB or by legislative act, the parties agree to meet within thirty (30) days of the effective date of such action to negotiate such changes as may be required to conform the Agreement according to the legislative or administrative intent.
- 20.2 This Agreement shall be effective retroactive to July 1, 2021, and shall continue in effect until midnight June 30, 2024. In the last year of this Agreement, the Association shall present its full written proposal to the District no later than the first Tuesday in February. A public hearing shall be held within ten (10) working days to effectuate the purposed of Government Code Section 3547.
- 20.2.1 For the 21-22 school year, the SPPA, Inc., contract will be closed. There will be reopeners for the 22-23 and 23-24 school years for salary and benefits and the District and SPPA, Inc. will each have the right to designate two (2) additional articles each year for reopeners.
- 20.3 The District shall make known its proposals in a timely manner after SPPA, Inc. has presented its full written proposal. Negotiations shall commence on these proposals within fifteen (15) workdays after the adoption of the proposals by the Board. Members of the unit negotiating for the Association on release time shall not exceed the number of District negotiators, and no unit member shall be released for more than three (3) hours in any school week unless agreed to in writing by the parties.

APPENDIX A: Evaluation Forms

**STOCKTON UNIFIED SCHOOL DISTRICT
EVALUATION FORM
ADULT EDUCATION COUNSELOR**

Name: Site:

Pre Evaluation Conference Date: _____ Mid Year Evaluation Date: _____ Final Evaluation Date: _____

Adult Education Counselors provide a range of services to students, parents, teachers, administrators and other school personnel, student's families and regional agencies which support the educational process. The intent of these services is to facilitate the learning process for students.

Rating Criteria:

- | | | |
|----|--|---------------------|
| 4. | Experienced practice that Exemplifies the Standard | (Commendable) |
| 3. | Maturing Beginning Practice | (Satisfactory) |
| 2. | Developing Beginning Practice | (Needs Improvement) |
| 1. | Practice Not Consistent with Standard Expectations | (Unsatisfactory) |

	4	3	2	1
I. KNOWLEDGE				
1. Demonstrates knowledge of Adult Education policies, procedures and programs.				
2. Has a good working knowledge of computer systems such as Excel, Word, Power Point, Outlook and Student Information Systems.				
3. Is aware of community resources.				
4. Is informed of student assessment practices and able to interpret test data.				
5. Has knowledge of leadership strategies and techniques.				
6. Understands scheduling procedures and practices.				
II. PROGRAM				
1. Organizes and conducts student registration and orientation.				
2. Ensures that students are placed in the appropriate educational program (ABE, ASE, GED, ESL or CTE).				
3. Provides proper placement of HS Diploma students in classes needed to meet district graduation requirements.				
4. Works with administrators, district departments, high schools and community agencies as needed to carry out guidance functions.				
5. Provides students with appropriate counseling/intervention services.				
III. COMMUNICATION				
1. Communicates clearly and effectively and relates well to students, staff, administration and others.				
2. Facilitates communication with a variety of persons and agencies.				
3. Provides pertinent information regarding Adult Education to district high school counselors.				
IV. SUPPORT				
1. Provides guidance to staff members in resolving problems.				
2. Supports teachers in various settings (e.g. classroom, teacher/student conference, etc.).				

	4	3	2	1
V. WORK HABITS/RELATIONSHIPS				
1. Flexibility.				
2. Dependability.				
3. Ability to work without supervision.				
4. Works well with others.				
VI. RESEARCH				
1. Makes informed decisions.				
2. Provides data as needed.				
VII. PROFESSIONAL GROWTH				
1. Participates in activities that promote professional growth.				
VIII. OTHER				
1. Performs adjunct duties by mutual agreement as prescribed in Article 6.1.1 (c) of the collective bargaining agreement.				

EVALUATOR'S
COMMENTS:

FINAL EVALUATION RATING

Commendable

Satisfactory

Needs Improvement

Unsatisfactory

EVALUATOR'S RECOMMENDATION

_____ I recommend this Adult Education Counselor for continued employment in their present position.

_____ I recommend a probationary period to improve performance for this Adult Education Counselor position. An improvement plan is attached.

**SELF
IMPROVEMENT
GOALS:**

Evaluator's Signature

Date

Adult Education Counselor Signature

Date

STOCKTON UNIFIED SCHOOL DISTRICT
EVALUATION FORM
AUTISM SPECIALIST I

Name: Site:

Pre Evaluation Conference Date: _____ Mid Year Evaluation Date: _____ Final Evaluation Date: _____

The Autism Specialist I provides a range of services to students, parents, teachers, administrators and other school personnel, student's families and regional agencies which support the educational process. The intent of these services is to facilitate the learning process for students.

Rating Criteria:

- | | | |
|----|--|---------------------|
| 4. | Experienced practice that Exemplifies the Standard | (Commendable) |
| 3. | Maturing Beginning Practice | (Satisfactory) |
| 2. | Developing Beginning Practice | (Needs Improvement) |
| 1. | Practice Not Consistent with Standard Expectations | (Unsatisfactory) |

	4	3	2	1
I. KNOWLEDGE				
1. Provides training and consultation in the implementation of behavioral and instructional interventions for students with disabilities.				
2. Provides case management for students whose only Individualized Educational Plan services is inclusion services.				
3. Laws relating to minors specific to confidentiality, records keeping, discipline and developmental disability services.				
4. Provides direction in the collection and interpretation of data so modifications can be made to the instructional program.				
5. Attends student's Individualized Education Plan (IEP) meeting and collaborate with team in the development of student goals.				
6. Assists in the development and implementation of behavioral plans.				
7. A good working knowledge of computer systems such as Student Information Systems, Excel, Word, Outlook and Power Point.				
8. Applicable laws, codes, regulations, policies, and procedures.				
II. SUPPORT/CONSULTATION				
1. Assist the IEP team in determining student needs and formulating recommendations				
2. Consults with teachers regarding the development and Implementations of classroom methods and procedures as well as behavioral strategies designed to facilitate pupil learning.				
3. Assists teachers in the development of behavioral plans to address students learning , communication and behavior problems.				
4. Designs and monitors early intervention programs for students with autism.				
5. Consults with school administrators regarding appropriate learning objectives for children, and the planning of behavioral/social emotional programs as requested.				
6. Consults with administrators in cases where the difficulty or sensitivity of the situation warrants it.				
7. Provides consultation and education as needed to parents to understand child development, learning and adjustment processes for children.				
8. Provides for consultation with teachers, administration, school psychologists and counselors, as requested.				
9. Enhances the professional growth of teachers and staff through in-service sessions, consultation, and sharing of materials to promote greater understanding of special education as well as behavioral analysis, positive discipline techniques and effective practices.				

	4	3	2	1
III. ASSESSMENT				
1. Provides for functional behavioral assessment, as needed.				
2. Prepares written reports as appropriate that accurately and completely reflect the results of each assessment in conformance with federal, state, and district policies and regulations.				
3. Effectively communicates the results of assessments to parents, students, and staff in ways that promote understanding of the student's behavioral functioning and makes appropriate recommendations. Uses a <i>multimodal</i> approach to present summary data when appropriate.				
4. Monitors student program progression and evaluates program effectiveness, provides recommendation for appropriate programming.				
5. Recognizes cultural and language variations in the appropriate selection and use of diagnostic tools.				
IV. DIRECT INTERVENTION				
1. Works directly with students or families to help provide short-term interventions to deal with difficult behaviors in school upon mutual agreement of the principal, school psychologist, and classroom teacher or when assigned crisis team duties by supervisor.				
2. Seeks consultation with other professional staff as needed.				
V. RESEARCH EVALUATION/ADMINISTRATION				
1. Participates in professional growth activities throughout the year.				
2. Provides appropriate supervision and directions to interns/fieldwork students per mutual agreement.				
3. Maintains confidentiality of student information and guides others in compliance with the law.				
4. Demonstrates and maintains an appropriate level of professional ethics and competence in the field of ABA.				
5. Assists in the development of district policies related to behavior intervention per mutual agreement.				
6. Serves on committees responsible for developing and planning behavioral intervention methodology, per mutual agreement.				
7. Conducts research or evaluation of an educational nature, per mutual agreement.				
8. Contributes to the attainment of District goals as established by the Board of Education.				
VI. WORK HABITS/RELATIONSHIPS				
1. Flexibility.				
2. Dependability.				
3. Ability to work without supervision.				
4. Works well with others.				
5. Provides mediation between autism program staff and other professionals as needed.				
6. Ability to work with challenging students and parents.				
VII. OTHER				
1. Performs adjunct duties by mutual agreement as prescribed in Article 6.1.1 (c) of the collective bargaining agreement.				

EVALUATOR'S
COMMENTS:

FINAL EVALUATION RATING

Commendable

Satisfactory

Needs Improvement

Unsatisfactory

EVALUATOR'S RECOMMENDATION

_____ I recommend this Autism Specialist I for continued employment in their present position.

_____ I recommend a probationary period to improve performance for this Autism Specialist I position. An improvement plan is attached.

SELF
IMPROVEMENT
GOALS:

Evaluator's Signature

Date

Autism Specialist I Signature

Date

STOCKTON UNIFIED SCHOOL DISTRICT
EVALUATION FORM
AUTISM SPECIALIST II

Name: Site:

Pre Evaluation Conference Date: _____ Mid Year Evaluation Date: _____ Final Evaluation Date: _____

The Autism Specialist II provides a range of services to students, parents, teachers, administrators and other school personnel, student's families and regional agencies which support the educational process. The intent of these services is to facilitate the learning process for students.

Rating Criteria:

- | | | |
|----|--|---------------------|
| 4. | Experienced practice that Exemplifies the Standard | (Commendable) |
| 3. | Maturing Beginning Practice | (Satisfactory) |
| 2. | Developing Beginning Practice | (Needs Improvement) |
| 1. | Practice Not Consistent with Standard Expectations | (Unsatisfactory) |

	4	3	2	1
I. KNOWLEDGE				
1. Organizational behavior management strategies/techniques.				
2. The development of a comprehensive ABA program based on state and national models (BACB).				
3. Laws relating to minors specific to confidentiality, records keeping, discipline and developmental disability services.				
4. Best practices in program development of research based positive behavioral intervention methodologies and techniques relating to ASDs.				
5. Familiar with school and community resources and collaborative strategies.				
6. Principles and practices of effective staff development for adults.				
7. A good working knowledge of computer systems such as Student Information Systems, Excel, Word, Outlook and Power Point.				
8. Applicable laws, codes, regulations, policies, and procedures.				
II. SUPPORT/CONSULTATION				
1. Assists the IEP team in determining student needs and formulating recommendations				
2. Consults with teachers regarding the development and implementations of classroom methods and procedures as well as behavioral strategies designed to facilitate pupil learning.				
3. Assists teachers in the development of behavioral plans to address students learning , communication and behavior problems.				
4. Designs and monitors early intervention programs for students with ASD's.				
5. Consults with administrators in cases where the difficulty or sensitivity of the situation warrants it.				
6. Provides consultation and education as needed to parents to understand child development, learning and adjustment processes for children.				
7. Provides for consultation with teachers, administration, school psychologists and counselors, as requested.				
8. Enhances the professional growth of teachers and staff through in-service sessions, consultation, and sharing of materials to promote greater understanding of special education as well as behavioral analysis, positive discipline techniques and effective practices.				

	4	3	2	1
III. ASSESSMENT				
1. Provides for behavioral assessment, as needed.				
2. Prepares written reports as appropriate that accurately and completely reflect the results of each assessment in conformance with federal, state, and district policies and regulations.				
3. Effectively communicates the results of assessments to parents, students, and staff in ways that promote understanding of the student's behavioral functioning and makes appropriate recommendations. Uses a <i>multimodal</i> approach to present summary data when appropriate.				
4. Monitors student program progression and evaluates program effectiveness, provides recommendation for appropriate programming.				
5. Recognizes cultural and language variations in the appropriate selection and use of diagnostic tools.				
IV. DIRECT INTERVENTION				
1. Works directly with students or families to help provide short-term interventions to deal with difficult behaviors in school upon mutual agreement of the principal, school psychologist, and classroom teacher or when assigned crisis team duties by supervisor.				
2. Seeks consultation with other professional staff as needed.				
V. RESEARCH EVALUATION/ADMINISTRATION				
1. Participates in professional growth activities throughout the year.				
2. Provides appropriate supervision and directions to interns/fieldwork students per mutual agreement.				
3. Maintains confidentiality of student information and guides others in compliance with the law.				
4. Demonstrates and maintains an appropriate level of professional ethics and competence in the field of ABA.				
5. Assists in the development of district policies related to behavior intervention per mutual agreement.				
6. Serves on committees responsible for developing and planning behavioral intervention methodology, per mutual agreement.				
7. Conducts research or evaluation of an educational nature, per mutual agreement.				
8. Contributes to the attainment of District goals as established by the Board of Education.				
VI. WORK HABITS/RELATIONSHIPS				
1. Flexibility.				
2. Dependability.				
3. Ability to work without supervision.				
4. Works well with others.				
5. Provides mediation between autism program staff and other professionals as needed.				
6. Ability to work with challenging students and parents.				
VII. OTHER				
1. Performs adjunct duties by mutual agreement as prescribed in Article 6.1.1 (c) of the collective bargaining agreement.				

EVALUATOR'S
COMMENTS:

FINAL EVALUATION RATING

Commendable

Satisfactory

Needs Improvement

Unsatisfactory

EVALUATOR'S RECOMMENDATION

_____ I recommend this Autism Specialist II for continued employment in their present position.

_____ I recommend a probationary period to improve performance for this Autism Specialist II position. An improvement plan is attached.

SELF
IMPROVEMENT
GOALS:

Evaluator's Signature

Date

Autism Specialist II Signature

Date

**STOCKTON UNIFIED SCHOOL DISTRICT
EVALUATION FORM
BEHAVIOR SUPPORT SPECIALIST I**

Name: Site:

Pre Evaluation Conference Date: _____ Mid Year Evaluation Date: _____ Final Evaluation Date: _____

The Behavior Support Specialist I provides a range of services to students, parents, teachers, administrators and other school personnel, student's families and regional agencies which support the educational process. The intent of these services is to facilitate the learning process for students.

Rating Criteria:

- | | | |
|----|--|---------------------|
| 4. | Experienced practice that Exemplifies the Standard | (Commendable) |
| 3. | Maturing Beginning Practice | (Satisfactory) |
| 2. | Developing Beginning Practice | (Needs Improvement) |
| 1. | Practice Not Consistent with Standard Expectations | (Unsatisfactory) |

	4	3	2	1
I. KNOWLEDGE				
1. Organizational behavior management strategies/techniques.				
2. The development of a comprehensive ABA program based on state and national models (BACB).				
3. Laws relating to minors specific to confidentiality, records keeping, discipline and mental health services.				
4. Best practices in program development of research-based positive behavioral intervention methodologies & techniques, and social-emotional learning				
5. Familiar with school and community resources and collaborative strategies.				
6. Principles and practices of effective staff development for adults.				
7. A good working knowledge of computer systems such as Student Information Systems, Excel, Word, Outlook and Power Point.				
8. Applicable laws, codes, regulations, policies, and procedures.				
II. SUPPORT/CONSULTATION				
1. Assist the IEP team in determining student needs and formulating recommendations				
2. Consults with teachers regarding the development and implementations of classroom methods and procedures as well as behavioral strategies designed to facilitate pupil learning.				
3. Assists teachers in the development of behavioral plans to address students learning, communication and behavior problems.				
4. Consults with administrators in cases where the difficulty or sensitivity of the situation warrants it.				
5. Provides consultation and education as needed to parents to understand child development, learning and adjustment processes for children.				
6. Provides for consultation with teachers, administration, school psychologists and counselors, as requested.				
7. Assists in the supervision of support staff (paraprofessionals) within behavior programming, as requested.				
8. Coordinates and directs work for support staff (paraprofessionals)				
9. Enhances the professional growth of teachers and staff through in-service sessions, consultation and sharing of materials to promote a greater understanding of special education as well as behavioral analysis, positive discipline techniques and effective practices.				
III. ASSESSMENT				
1. Provides for functional behavioral assessment, as needed.				

	4	3	2	1
2. Prepares written reports as appropriate that accurately and completely reflect the results of each assessment in conformance with federal, state and district policies and regulations.				
3. Effectively communicates the results of assessments to parents, students, and staff in ways that promote understanding of the student's behavioral functioning and makes appropriate recommendations. Uses a multimodal approach to present summary data when appropriate.				
4. Monitors student program progression and evaluates program effectiveness, provides recommendations for appropriate programming.				
5. Recognizes cultural and language variations in the appropriate selection and use of diagnostic tools.				
IV. DIRECT INTERVENTION				
1. Works directly with students or families to help provide short-term interventions to deal with difficult behaviors in school upon mutual agreement of the principal, school psychologist, and classroom teacher or when assigned crisis team duties by supervisor.				
2. Seeks consultation with other professional staff as needed.				
V. RESEARCH EVALUATION/ADMINISTRATION				
1. Participates in professional growth activities throughout the year.				
2. Maintains confidentiality of student information and guides others in compliance with the law.				
3. Demonstrates and maintains an appropriate level of professional ethics and competence in the field of ABA.				
4. Assists in the development of district policies related to behavior intervention per mutual agreement.				
5. Serves on committees responsible for developing and planning behavioral intervention methodology, per mutual agreement.				
6. Contributes to the attainment of District goals as established by the Board of Education.				
VI. WORK HABITS/RELATIONSHIPS				
1. Flexibility.				
2. Dependability.				
3. Ability to work without supervision.				
4. Works well with others.				
5. Provides mediation between Behavior Support Specialist I / School Psychologists and other professionals as needed.				
6. Ability to work with challenging students and parents.				
VII. OTHER				
1. Performs adjunct duties by mutual agreement as prescribed in Article 6.1.1 (c) of the collective bargaining agreement.				

EVALUATOR'S
COMMENTS:

FINAL EVALUATION RATING

Commendable

Satisfactory

Needs Improvement

Unsatisfactory

EVALUATOR'S RECOMMENDATION

_____ I recommend this Behavior Support Specialist I for continued employment in their present position.

_____ I recommend a probationary period to improve performance for this Behavior Support Specialist I position. An improvement plan is attached.

**SELF
IMPROVEMENT
GOALS:**

Evaluator's Signature

Date

Behavior Support Specialist I Signature

Date

STOCKTON UNIFIED SCHOOL DISTRICT
EVALUATION FORM
BEHAVIOR SUPPORT SPECIALIST II

Name: Site:

Pre Evaluation Conference Date: _____ Mid Year Evaluation Date: _____ Final Evaluation Date: _____

The Behavior Support Specialist II provides a range of services to students, parents, teachers, administrators and other school personnel, student's families and regional agencies which support the educational process. The intent of these services is to facilitate the learning process for students.

Rating Criteria:

- | | | |
|----|--|---------------------|
| 4. | Experienced practice that Exemplifies the Standard | (Commendable) |
| 3. | Maturing Beginning Practice | (Satisfactory) |
| 2. | Developing Beginning Practice | (Needs Improvement) |
| 1. | Practice Not Consistent with Standard Expectations | (Unsatisfactory) |

	4	3	2	1
I. KNOWLEDGE				
1. Organizational behavior management strategies/techniques.				
2. The development of a comprehensive ABA program based on state and national models (BACB).				
3. Laws relating to minors specific to confidentiality, records keeping, discipline and mental health services.				
4. Best practices in program development of research-based positive behavioral intervention methodologies & techniques, and social-emotional learning				
5. Familiar with school and community resources and collaborative strategies.				
6. Principles and practices of effective staff development for adults.				
7. A good working knowledge of computer systems such as Student Information Systems, Excel, Word, Outlook and Power Point.				
8. Applicable laws, codes, regulations, policies and procedures.				
II. SUPPORT/CONSULTATION				
1. Assists the IEP team in determining student needs and formulating recommendations				
2. Consults with teachers regarding the development and implementations of classroom methods and procedures as well as behavioral strategies designed to facilitate pupil learning.				
3. Assists teachers in the development of behavioral plans to address students learning , communication and behavior problems.				
4. Consults with administrators in cases where the difficulty or sensitivity of the situation warrants it.				
5. Provides consultation and education as needed to parents to understand child development, learning and adjustment processes for children.				
6. Provides for consultation with teachers, administration, school psychologists and counselors, as requested.				
7. Assists in the supervision of support staff (paraprofessionals) within behavior programming, as requested.				
8. Coordinates and directs work for support staff (paraprofessionals)				
9. Enhances the professional growth of teachers and staff through in-service sessions, consultation and sharing of materials to promote a greater understanding of special education as well as behavioral analysis, positive discipline techniques and effective practices.				
III. ASSESSMENT				
1. Provides for functional behavioral assessment, as needed.				

	4	3	2	1
2. Prepares written reports as appropriate that accurately and completely reflect the results of each assessment in conformance with federal, state and district policies and regulations.				
3. Effectively communicates the results of assessments to parents, students and staff in ways that promote understanding of the student's behavioral functioning and makes appropriate recommendations. Uses a multimodal approach to present summary data when appropriate.				
4. Monitors student program progression and evaluates program effectiveness; provides recommendations for appropriate programming.				
5. Recognizes cultural and language variations in the appropriate selection and use of diagnostic tools.				
IV. DIRECT INTERVENTION				
1. Works directly with students or families to help provide short-term interventions to deal with difficult behaviors in school upon mutual agreement of the principal, school psychologist, and classroom teacher, or when assigned crisis team duties by supervisor.				
2. Seeks consultation with other professional staff as needed.				
V. RESEARCH EVALUATION/ADMINISTRATION				
1. Participates in professional growth activities throughout the year.				
2. Provides appropriate supervision and direction to interns/fieldwork students per mutual agreement.				
3. Maintains confidentiality of student information and guides other in compliance with the law.				
4. Demonstrates and maintains an appropriate level of professional ethics and competence in the field of ABA.				
5. Assists in the development of district policies related to behavior intervention per mutual agreement.				
6. Serves on committees responsible for developing and planning behavioral intervention methodology, per mutual agreement.				
7. Conducts research or evaluation of an educational nature, per mutual agreement.				
8. Contributes to the attainment of District goals as established by the Board of Education.				
VI. WORK HABITS/RELATIONSHIPS				
1. Flexibility.				
2. Dependability.				
3. Ability to work without supervision.				
4. Works well with others.				
5. Provides mediation between Behavior Support Specialist I / School Psychologists and other professionals as needed.				
6. Ability to work with challenging students and parents.				
VII. OTHER				
1. Performs adjunct duties by mutual agreement as prescribed in Article 6.1.1 (c) of the collective bargaining agreement.				

EVALUATOR'S
COMMENTS:

FINAL EVALUATION RATING

Commendable

Satisfactory

Needs Improvement

Unsatisfactory

EVALUATOR'S RECOMMENDATION

_____ I recommend this Behavior Support Specialist II for continued employment in their present position.

_____ I recommend a probationary period to improve performance for this Behavior Support Specialist II position. An improvement plan is attached.

SELF
IMPROVEMENT
GOALS:

Evaluator's Signature

Date

Behavior Support Specialist II Signature

Date

STOCKTON UNIFIED SCHOOL DISTRICT
EVALUATION FORM
CHILD WELFARE ATTENDANCE COUNSELOR

Name: Site:

Pre Evaluation Conference Date: _____ Mid Year Evaluation Date: _____ Final Evaluation Date: _____

Child Welfare & Attendance Counselors provide a range of services to students, parents, teachers, administrators and other school personnel, student's families and regional agencies which support the educational process. The intent of these services is to facilitate the learning process for students.

Rating Criteria:

- | | | |
|----|--|---------------------|
| 4. | Experienced practice that Exemplifies the Standard | (Commendable) |
| 3. | Maturing Beginning Practice | (Satisfactory) |
| 2. | Developing Beginning Practice | (Needs Improvement) |
| 1. | Practice Not Consistent with Standard Expectations | (Unsatisfactory) |

	4	3	2	1
I. KNOWLEDGE				
1. Has proficient knowledge with identifying students who are at risk of dropping out of school.				
2. Has proficient knowledge of prevention/intervention services for habitual students or students at risk of dropping out of school.				
3. Has knowledge of professional codes of conduct, legal mandates and truancy laws.				
4. Has knowledge of factors leading to dropping out of school.				
5. Has knowledge of Community Resources available to students and families.				
II. PROGRAM				
1. Effectively provides and monitors prevention and intervention services for at risk students.				
2. Counsels with CWA Administrator regarding educational placement for students with attendance issues/concerns.				
3. Counsels with school personnel regarding welfare and attendance problems.				
4. Utilizes data sources to assist in implementation and monitoring of support services.				
5. Cooperates and collaborates with other professionals in enhancing the education of students.				
6. Represents the District as required at Local and County School Attendance Review Board (SARB) hearings.				
7. Initiates and maintains home visitations.				
III. COMMUNICATION				
1. Communicates effectively.				
2. Facilitates communication with parents, students, administrators and support staff.				
3. Communicates effectively with community agencies.				
IV. SUPPORT				
1. Collaborates and coordinates with school and community resources to link students and families who require support.				
2. Acts as a resource to parents/guardian linking them with training in the community on a variety of parent education topics.				
3. Assists in providing professional development to the school community in helping students at risk to reconnect with educational programs.				

	4	3	2	1
V. WORK HABITS/RELATIONSHIPS				
1. Flexibility.				
2. Dependability.				
3. Ability to work without supervision.				
4. Works well with others.				
VI. RESEARCH				
1. Makes informed decisions.				
2. Provides and monitors data to facilitate program projections.				
VII. PROFESSIONAL GROWTH				
1. Participates in activities that promote professional growth.				
VIII. OTHER				
1. Performs adjunct duties by mutual agreement as prescribed in Article 6.1.1 (c) of the collective bargaining agreement.				

EVALUATOR'S
COMMENTS:

FINAL EVALUATION RATING

Commendable

Satisfactory

Needs Improvement

Unsatisfactory

EVALUATOR'S RECOMMENDATION

_____ I recommend this Child Welfare & Attendance Counselor for continued employment in their present position.

_____ I recommend a probationary period to improve performance for this Child Welfare & Attendance Counselor position. An improvement plan is attached.

SELF
IMPROVEMENT
GOALS:

Evaluator's Signature

Date

Child Welfare & Attendance Counselor Signature

Date

STOCKTON UNIFIED SCHOOL DISTRICT
EVALUATION FORM
ELEMENTARY COUNSELOR

Name: Site:

Pre Evaluation Conference Date: _____ Mid Year Evaluation Date: _____ Final Evaluation Date: _____

Elementary Counselors provide a range of services to students, parents, teachers, administrators and other school personnel, student's families and regional agencies which support the educational process. The intent of these services is to facilitate the learning process for students.

Rating Criteria:

- | | | |
|----|--|---------------------|
| 4. | Experienced practice that Exemplifies the Standard | (Commendable) |
| 3. | Maturing Beginning Practice | (Satisfactory) |
| 2. | Developing Beginning Practice | (Needs Improvement) |
| 1. | Practice Not Consistent with Standard Expectations | (Unsatisfactory) |

	4	3	2	1
I. KNOWLEDGE				
1. Has working knowledge of organizational leadership, strategies and techniques.				
2. Understands development of a comprehensive school counseling guidance program based on state and national models (ASCA).				
3. Has working knowledge of laws relating to minors specific to confidentiality, record keeping, discipline & mental health services.				
4. Has working knowledge of best practices in program development of prevention, early intervention and social-emotional learning.				
5. Understands and utilizes school and community resources and collaborative strategies.				
6. Good working knowledge of computer systems such as Student Information Systems, Excel, Word, Outlook and Power Point.				
II. PROGRAM				
1. Best practices in the development of comprehensive counseling and guidance programs.				
2. Best practices in the development of positive behavior intervention and supports, school-wide, classroom, and individual level.				
3. Best practices in the development of programs for positive youth development activities and peer leadership/mentoring/counseling.				
4. Best practices in the development in social-emotional learning programs and strategies in managing grief, anger and conflict.				
5. Best practices in the development of comprehensive student supports programs for screening, referral and early intervention (SAP).				
III. SUPPORT				
1. Facilitates staff development in the areas of guidance counseling, positive behavioral supports and socio-emotional development.				
2. Consults staff on laws, policies, procedures and best practices related to student supports, prevention and intervention services.				
3. Assists with the development of projects related to guidance, prevention and youth development.				
IV. WORK HABITS/RELATIONSHIPS				
1. Establishes and maintains collaborative working relationships with a large variety of constituents.				
2. Ability to plan and organize strategically and establish priorities.				
3. Works independently and makes decisions within established guidelines, policies and laws.				

	4	3	2	1
V. RESEARCH				
1. Maintains up-to-date knowledge of best practices in programs related to guidance, prevention and youth development.				
VI. PROFESSIONAL GROWTH				
1. Participates in activities that promote professional growth.				
VII. OTHER				
1. Performs adjunct duties by mutual agreement as prescribed in Article 6.1.1 (c) of the collective bargaining agreement.				

EVALUATOR'S
COMMENTS:

FINAL EVALUATION RATING

Commendable

Satisfactory

Needs Improvement

Unsatisfactory

EVALUATOR'S RECOMMENDATION

_____ I recommend this Elementary Counselor for continued employment in their present position.

_____ I recommend a probationary period to improve performance for this Elementary Counselor position. An improvement plan is attached.

SELF
IMPROVEMENT
GOALS:

Evaluator's Signature

Date

K-8 Counselor's Signature

Date

STOCKTON UNIFIED SCHOOL DISTRICT
EVALUATION FORM
HIGH SCHOOL GUIDANCE CHAIR

Name: Site:

Pre Evaluation Conference Date: _____ Mid Year Evaluation Date: _____ Final Evaluation Date: _____

High School Guidance Chair provide a range of services to students, parents, teachers, administrators and other school personnel, student's families and regional agencies which support the educational process. The intent of these services is to facilitate the learning process for students.

Rating Criteria:

- | | | |
|----|--|---------------------|
| 4. | Experienced practice that Exemplifies the Standard | (Commendable) |
| 3. | Maturing Beginning Practice | (Satisfactory) |
| 2. | Developing Beginning Practice | (Needs Improvement) |
| 1. | Practice Not Consistent with Standard Expectations | (Unsatisfactory) |

	4	3	2	1
I. KNOWLEDGE				
1. Has a proficient knowledge of laws related to minors.				
2. Has a good working knowledge of computer systems such as Excel, Word, Power Point, Outlook and Student Information Systems.				
3. Is aware of community resources.				
4. Is aware of student assessment practices and interpretation of test data.				
5. Has a proficient knowledge of leadership strategies and techniques.				
6. Understands scheduling procedures and practices.				
II. PROGRAM				
1. Monitoring of intervention services prescribed by the site Student Assistance Program (SAP) team.				
2. Provides oversight to the high school counselors in relation to roles and responsibilities.				
3. Participates in the development of the master schedule as determined by site principal or designee.				
4. Organizes orientations, registration and scheduling activities for the guidance department.				
5. Oversees the appropriate placement of students in classes necessary to meet graduation and college entrance requirements				
6. Works with administrators, district departments, community agencies as necessary to carry out guidance functions.				
III. COMMUNICATION				
1. Communicates clearly and effectively and relates well to students, staff, parents and others.				
2. Facilitates communication with parents, administrators, students and counseling staff.				
3. Accesses and relays pertinent information from district departments and site administration to guidance staff.				
IV. SUPPORT				
1. Provides guidance to staff members in resolving problems.				
2. Serves as mentor/coach for high school counselors.				

	4	3	2	1
V. WORK HABITS/RELATIONSHIPS				
1. Flexibility.				
2. Dependability.				
3. Ability to work without supervision.				
4. Works well with others.				
VI. RESEARCH				
1. Makes informed decisions.				
2. Provides data to facilitate program projections.				
VII. PROFESSIONAL GROWTH				
1. Participates in activities that promote professional growth.				
VII. OTHER				
1. Performs adjunct duties by mutual agreement as prescribed in Article 6.1.1 (c) of the collective bargaining agreement.				

EVALUATOR'S
COMMENTS:

FINAL EVALUATION RATING

Commendable

Satisfactory

Needs Improvement

Unsatisfactory

EVALUATOR'S RECOMMENDATION

_____ I recommend this High School Guidance Chair for continued employment in their present position.

_____ I recommend a probationary period to improve performance for this High School Guidance Chair position. An improvement plan is attached.

**SELF
IMPROVEMENT
GOALS:**

Evaluator's Signature

Date

High School Guidance Chair Signature

Date

STOCKTON UNIFIED SCHOOL DISTRICT
EVALUATION FORM
HIGH SCHOOL COUNSELOR

Name: Site:

Pre Evaluation Conference Date: _____ Mid Year Evaluation Date: _____ Final Evaluation Date: _____

High School Counselors provide a range of services to students, parents, teachers, administrators and other school personnel, student's families and regional agencies which support the educational process. The intent of these services is to facilitate the learning process for students.

Rating Criteria:

- | | | |
|----|--|---------------------|
| 4. | Experienced practice that Exemplifies the Standard | (Commendable) |
| 3. | Maturing Beginning Practice | (Satisfactory) |
| 2. | Developing Beginning Practice | (Needs Improvement) |
| 1. | Practice Not Consistent with Standard Expectations | (Unsatisfactory) |

	4	3	2	1
I. KNOWLEDGE				
1. Has a good working knowledge of graduation and college entrance requirements and high school diploma alternatives.				
2. Has a good working knowledge of computer systems such as Excel, Word, Power Point, Outlook and Student Information Systems.				
3. Is aware of the Student Assistance Program (SAP) process.				
4. Is familiar with student assessment practices and interpretation of test data.				
5. Understands scheduling procedures and practices.				
II. PROGRAM				
1. Effectively initiates and monitors the Student Assistance Program (SAP) process.				
2. Implements and monitors individualized plans for students to meet their high school and post high school plans.				
3. Utilizes student data to determine placement in a range of educational settings.				
4. Provides orientation programs to students as necessary.				
5. Appropriately places students in classes necessary to meet graduation and college entrance requirements.				
6. Works cooperatively with school support personnel such as school psychologists, nurses and health center staff.				
III. COMMUNICATION				
1. Communicates effectively.				
2. Facilitates communication with parents, students, teachers, administrators, etc.				
3. Advises staff, students and parents concerning student progress towards graduation.				
IV. SUPPORT				
1. Provides guidance to staff members in such areas as student behavior management techniques and parent conferencing.				
2. Consults with and assists teachers with implementation of strategies, behavior plans, etc.				
3. Provides information and support to IEP, SAP and Student Success Team (SST) members.				

	4	3	2	1
V. WORK HABITS/RELATIONSHIPS				
1. Flexibility.				
2. Dependability.				
3. Ability to work without supervision.				
4. Works well with others.				
VI. RESEARCH				
1. Makes informed decisions.				
2. Provides data to facilitate program projections.				
VII. PROFESSIONAL GROWTH				
1. Participates in activities that promote professional growth.				
VIII. OTHER				
1. Performs adjunct duties by mutual agreement as prescribed in Article 6.1.1 (c) of the collective bargaining agreement.				

EVALUATOR'S
COMMENTS:

FINAL EVALUATION RATING

Commendable

Satisfactory

Needs Improvement

Unsatisfactory

EVALUATOR'S RECOMMENDATION

_____ I recommend this High School Counselor for continued employment in their present position.

_____ I recommend a probationary period to improve performance for this High School Counselor position. An improvement plan is attached.

**SELF
IMPROVEMENT
GOALS:**

Evaluator's Signature

Date

High School Counselor Signature

Date

STOCKTON UNIFIED SCHOOL DISTRICT
EVALUATION FORM
INCLUSION SPECIALIST

Name: Site:

Pre Evaluation Conference Date: _____ Mid Year Evaluation Date: _____ Final Evaluation Date: _____

The Inclusion Specialist provides a range of services to students, parents, teachers, administrators and other school personnel, student's families and regional agencies which support the educational process. The intent of these services is to facilitate the learning process for students.

Rating Criteria:

- | | | |
|----|--|---------------------|
| 4. | Experienced practice that Exemplifies the Standard | (Commendable) |
| 3. | Maturing Beginning Practice | (Satisfactory) |
| 2. | Developing Beginning Practice | (Needs Improvement) |
| 1. | Practice Not Consistent with Standard Expectations | (Unsatisfactory) |

	4	3	2	1
I. KNOWLEDGE				
1. Familiar with assessment devices used to place students in Special Education Programs.				
2. Laws relating to minors specific to confidentiality, records keeping, discipline and special education.				
3. Best practices in program development of evidence and research-based practices in working with special education students.				
4. Familiar with school and community resources and collaborative strategies.				
5. Principles and practices of effective staff development for adults.				
6. A good working knowledge of computer systems such as Student Information Systems, Excel, Word, Outlook and Power Point.				
7. Applicable laws, codes, regulations, policies and procedures.				
II. SUPPORT/CONSULTATION				
1. Assist the IEP team in determining student needs and formulating recommendations				
2. Consults with teachers regarding the development and implementations of classroom methods and procedures as well as behavioral strategies designed to facilitate pupil learning.				
3. Assists teachers in the development of Inclusion plans to address students learning , communication and behavior problems.				
4. Consults with administrators in cases where the difficulty or sensitivity of the situation warrants it.				
5. Provides consultation and education as needed to parents to understand child development, learning and adjustment processes for children.				
6. Assists in meetings and development of activities to ensure successful transitions take place between instructional settings.				
7. Provides training to paraprofessionals on appropriate interventions to maximize student independence across instructional settings as needed.				
8. Coordinates and directs work for support staff (paraprofessionals) as requested.				
9. Enhances the professional growth of teachers and staff through in-service sessions, consultation, and sharing of materials to promote greater understanding of special education as well as effective practices.				
III. ASSESSMENT				
1. Provides assessment of skills and academics upon mutual agreement.				

	4	3	2	1
2. Provides assessment of skills needed for inclusion in all settings upon mutual agreement.				
3. Prepares written reports as appropriate that accurately and completely reflect the results of each assessment in conformance with federal, state and district policies and regulations.				
4. Effectively communicates the results of assessments to parents, students and staff in ways that promote understanding of the student's functioning and makes appropriate recommendations. Uses a <i>multimodal</i> approach to present summary data when appropriate.				
IV. DIRECT INTERVENTION/CASE MANAGEMENT				
1. Monitors student program progression and evaluates program effectiveness, provides recommendation for appropriate programming.				
2. Works directly with students or families to help provide short-term interventions to deal with inclusive needs in school upon mutual agreement of the principal, school psychologist, and classroom teacher, or when assigned crisis team duties by supervisor.				
3. Seeks consultation with other professional staff as needed.				
4. Provides case management for students whose only Individualized Educational Plan service is inclusion services.				
V. RESEARCH EVALUATION/ADMINISTRATION				
1. Participates in professional growth activities throughout the year.				
2. Maintains confidentiality of student information and guides others in compliance with the law.				
3. Assists in the development of district policies related to inclusion per mutual agreement.				
4. Contributes to the attainment of District goals as established by the Board of Education.				
VI. WORK HABITS/RELATIONSHIPS				
1. Flexibility.				
2. Dependability.				
3. Ability to work without supervision.				
4. Works well with others.				
5. Ability to work with challenging students and parents.				
VII. OTHER				
1. Performs adjunct duties by mutual agreement as prescribed in Article 6.1.1 (c) of the collective bargaining agreement.				

EVALUATOR'S
COMMENTS:

FINAL EVALUATION RATING

Commendable

Satisfactory

Needs Improvement

Unsatisfactory

EVALUATOR'S RECOMMENDATION

_____ I recommend this Inclusion Specialist for continued employment in their present position.

_____ I recommend a probationary period to improve performance for this Inclusion Specialist position. An improvement plan is attached.

**SELF
IMPROVEMENT
GOALS:**

Evaluator's Signature

Date

Inclusion Specialist Signature

Date

STOCKTON UNIFIED SCHOOL DISTRICT
EVALUATION FORM
- INTEGRATED COMMUNITY RESOURCE SPECIALIST

Name: Site:

Pre Evaluation Conference Date: _____ Mid Year Evaluation Date: _____ Final Evaluation Date: _____

Integrated Community Resource Specialists provide a range of services to students, parents, teachers, administrators and other school personnel, student's families and regional agencies which support the educational process. The intent of these services is to facilitate the learning process for students.

Rating Criteria:

- | | | |
|----|--|---------------------|
| 4. | Experienced practice that Exemplifies the Standard | (Commendable) |
| 3. | Maturing Beginning Practice | (Satisfactory) |
| 2. | Developing Beginning Practice | (Needs Improvement) |
| 1. | Practice Not Consistent with Standard Expectations | (Unsatisfactory) |

	4	3	2	1
I. KNOWLEDGE				
1. Has an understanding of local, state and federal licensing requirements for community clinics.				
2. Has knowledge of successful grant writing strategies and grant submission procedures.				
II. PROGRAM				
1. Coordinates campus based programs and services from a wide range of agencies and resources.				
2. Coordinates the implementation of medical and mental health services at the school based health centers.				
3. Successfully meets deadlines for grant applications, progress reports and other programmatic submissions.				
4. Successfully implements grant funded and SUSD funded programs and activities.				
5. Ensures confidentiality for students via enforcement of HIPAA, FERPA, and Minor Consent Regulations.				
III. COMMUNICATION				
1. Communicates clearly and effectively with students, teachers, school nurses, counselors and administrators.				
2. Facilitates communication with school based providers via staff meetings and case management conferences.				
3. Possesses clear and effective writing skills.				
IV. SUPPORT				
1. Provides orientation and training for new community providers.				
2. Provides ongoing training, support, oversight and evaluation for the Delta Health Care employees based at school health centers.				
3. Assists Delta Health Care fiscal officer with billing activities relating to title X, FPACT, CHDP, OFP, and Medi-Cal.				
4. Facilitates sports/physical events in collaboration with principals and athletic directors.				
5. Supports families in accessing community resources, programs and services.				
6. Participates in SAP, SST and IEP meetings as needed to support implementation of health related interventions.				
V. WORK HABITS/RELATIONSHIPS				
1. Dependability and reliability.				

	4	3	2	1
2. Flexibility in day to day schedule.				
3. Positive and productive relationships with community partners.				
4. Ability to work without supervision.				
VII. RESEARCH				
1. Provides and evaluates data to facilitate decisions on future programs and staffing levels.				
2. Makes informed decisions and seeks input from supervisors and administrators.				
VI. PROFESSIONAL GROWTH				
1. Participates in activities that promote professional growth.				
VII. OTHER				
1. Performs adjunct duties by mutual agreement as prescribed in Article 6.1.1 (c) of the collective bargaining agreement.				

EVALUATOR'S
COMMENTS:

FINAL EVALUATION RATING

Commendable

Satisfactory

Needs Improvement

Unsatisfactory

EVALUATOR'S RECOMMENDATION

_____ I recommend this Integrated Community Resource Specialist for continued employment in their present position.

_____ I recommend a probationary period to improve performance for this Integrated Community Resource Specialist position. An improvement plan is attached.

SELF
IMPROVEMENT
GOALS:

Evaluator's Signature

Date

Integrated Community Resource Specialist Signature

Date

STOCKTON UNIFIED SCHOOL DISTRICT
EVALUATION FORM
PSYCHOLOGICAL SERVICES CHAIR

Name: Site:

Pre Evaluation Conference Date: _____ Mid Year Evaluation Date: _____ Final Evaluation Date: _____

The Psychological Services Chair provides a range of services to students, parents, teachers, administrators and other school personnel, student's families and regional agencies which support the educational process. The intent of these services is to facilitate the learning process for students.

Rating Criteria:

- | | | |
|----|--|---------------------|
| 4. | Experienced practice that Exemplifies the Standard | (Commendable) |
| 3. | Maturing Beginning Practice | (Satisfactory) |
| 2. | Developing Beginning Practice | (Needs Improvement) |
| 1. | Practice Not Consistent with Standard Expectations | (Unsatisfactory) |

	4	3	2	1
I. CONSULTATION				
1. Within the context of the IEP meeting, assists the IEP team in determining student needs and formulating recommendations.				
2. Consults with teachers regarding the development and implementations of classroom methods and procedures designed to facilitate pupil learning.				
3. Assists teachers in the development of behavioral plans to address students' learning and behavior problems.				
4. Consults with the Student Study Team about student's learning and social and behavioral problems, to discuss and plan prevention and Intervention strategies as needed.				
5. Consults with school administrators regarding appropriate learning objectives for children, and the planning of developmental and remedial programs as requested.				
6. Consults with administrators in cases where the difficulty or sensitivity of the situation warrants it.				
7. Provides consultation and education as needed to parents to understand child development, learning and adjustment processes for children.				
8. Provides consultation with pupil service specialists (i.e. counselors as requested).				
9. Seeks consultation with professional staff as needed.				
10. Enhances the professional growth of teachers and staff through in service sessions, consultations and sharing of materials to promote a greater understanding of special education and the role of school psychologists as appropriate.				
II. ASSESSMENT				
1. Provides for psycho-educational assessment and diagnosis of specific learning, social/emotional and other disabilities; conducts assessments of gifted and talented students; develops behavioral assessments as needed.				
2. Prepares written reports as appropriate that accurately and completely reflect the results of each assessment in conformance with federal, state and district policies and procedures.				
3. Effectively communicates the results of assessments to parents, students and staff in ways to promote an understanding of the student's functioning and makes appropriate recommendations. Uses a <i>multimodal</i> approach to present summary data when appropriate.				
4. Recognizes cultural and language variations in the appropriate selection and use of diagnostic tools.				

	4
III. DIRECT INTERVENTION	
1. Provides counseling and guidance to special education students enrolled in DIS counseling on an individual and small group basis per IEP, and for general education students upon mutual agreement of the principal and school psychologist for problems related to learning and school adjustment.	
2. Works directly with students or families to help provide short term interventions to deal with difficult crises (e.g. separation and loss) upon mutual agreement of the principal and school psychologist or when assigned crisis team duties by a supervisor.	
IV. RESEARCH/EVALUATION/ADMINISTRATION	
1. Participates in professional growth activities throughout the year.	
2. Provides appropriate supervision and direction to intern school psychologists, per mutual agreement.	
3. Performs adjunct duties per mutual agreement, as prescribed in article 6.1.1 (c) of the contract agreement. (Only to be evaluated with consent of SPPA employee.	
4. Maintains confidentiality of student information and guides others in compliance with the law.	
5. Demonstrates and maintains an appropriate level of professional ethics and competence in the field of school psychology.	
6. Assists in the development of district policies related to special education, per mutual agreement.	
7. Serves on committees responsible for developing and planning educational activities, per mutual agreement.	
8. Conducts research or evaluations of an educational nature, per mutual agreement.	
9. Contributes to the attainment of District goals as established by the Board of Education.	
V. WORK HABITS/RELATIONSHIPS	
1. Flexibility.	
2. Dependability.	
3. Ability to work without supervision.	
4. Works well with others.	
VI. SUPPORT - CHAIR RESPONSIBILITIES	
1. Actively promotes Psychological Services as a cooperative, collaborative unit.	
2. Organizes and arranges staff meetings and staff development for Psychological Services.	
3. Assists in recruitment of personnel including School Psychologists, Interns and Fieldwork Students.	
4. Provides mediation between School Psychologists, other professionals and parents as needed.	
5. Serves as liaison between Psychological Services and other groups (e.g. Administrators, other SUSD Departments, Universities, etc.).	
6. Collaborates with Special Education Administrators regarding administrative secretaries work duties.	

EVALUATOR'S
COMMENTS:

FINAL EVALUATION RATING

Commendable

Satisfactory

Needs Improvement

Unsatisfactory

EVALUATOR'S RECOMMENDATION

_____ I recommend this Psychological Services Chair for continued employment in their present position.

_____ I recommend a probationary period to improve performance for this Psychological Services Chair position. An Improvement plan is attached.

SELF
IMPROVEMENT
GOALS:

Evaluator's Signature

Date

Psychological Services Chair Signature

Date

STOCKTON UNIFIED SCHOOL DISTRICT
EVALUATION FORM
SCHOOL PSYCHOLOGIST

Name: Site:

Pre Evaluation Conference Date: _____ Mid Year Evaluation Date: _____ Final Evaluation Date: _____

The School Psychologist provides a range of services to students, parents, teachers, administrators and other school personnel, student's families and regional agencies which support the educational process. The intent of these services is to facilitate the learning process for students.

Rating Criteria:

- | | | |
|----|--|---------------------|
| 4. | Experienced practice that Exemplifies the Standard | (Commendable) |
| 3. | Maturing Beginning Practice | (Satisfactory) |
| 2. | Developing Beginning Practice | (Needs Improvement) |
| 1. | Practice Not Consistent with Standard Expectations | (Unsatisfactory) |

	4	3	2	1
I. CONSULTATION				
1. Within the context of the IEP meeting, assists the IEP team in determining student needs and formulating recommendations.				
2. Consults with teachers regarding the development and implementations of classroom methods and procedures designed to facilitate pupil learning.				
3. Assists teachers in the development of behavioral plans to address students' learning and behavior problems.				
4. Consults with the Student Study Team about student's learning and social and behavioral problems, to discuss and plan prevention and intervention strategies as needed.				
5. Consults with school administrators regarding appropriate learning objectives for children, and the planning of developmental and remedial programs as requested.				
6. Consults with administrators in cases where the difficulty or sensitivity of the situation warrants it.				
7. Provides consultation and education as needed to parents to understand child development, learning and adjustment processes for children.				
8. Provides consultation with pupil service specialists (i.e. counselors as requested).				
9. Seeks consultation with professional staff as needed.				
10. Enhances the professional growth of teachers and staff through in service sessions, consultations and sharing of materials to promote a greater understanding of special education and the role of school psychologists as appropriate.				
II. ASSESSMENT				
1. Provides for psycho-educational assessment and diagnosis of specific learning, social/emotional and other disabilities; conducts assessments of gifted and talented students; develops behavioral assessments as needed.				
2. Prepares written reports as appropriate that accurately and completely reflect the results of each assessment in conformance with federal, state and district policies and procedures.				
3. Effectively communicates the results of assessments to parents, students and staff in ways to promote an understanding of the student's functioning and makes appropriate recommendations. Uses a <i>multimodal</i> approach to present summary data when appropriate.				
4. Recognizes cultural and language variations in the appropriate selection and use of diagnostic tools.				

	4	3	2	1
III. DIRECT INTERVENTION				
1. Provides counseling and guidance to special education students enrolled in DIS counseling on an individual and small group basis per IEP, and for general education students upon mutual agreement of the principal and school psychologist for problems related to learning and school adjustment.				
2. Works directly with students or families to help provide short term interventions to deal with difficult crises (e.g. separation and loss) upon mutual agreement of the principal and school psychologist or when assigned crisis team duties by a supervisor.				
IV. RESEARCH/EVALUATION/ADMINISTRATION				
1. Participates in professional growth activities throughout the year.				
2. Provides appropriate supervision and direction to intern school psychologists, per mutual agreement.				
3. Performs adjunct duties per mutual agreement, as prescribed in article 6.1.1 (c) of the contract agreement. (Only to be evaluated with consent of SPPA employee.				
4. Maintains confidentiality of student information and guides others in compliance with the law.				
5. Demonstrates and maintains an appropriate level of professional ethics and competence in the field of school psychology.				
6. Assists in the development of district policies related to special education, per mutual agreement.				
7. Serves on committees responsible for developing and planning educational activities, per mutual agreement.				
8. Conducts research or evaluations of an educational nature, per mutual agreement.				
9. Contributes to the attainment of District goals as established by the Board of Education.				
V. WORK HABITS/RELATIONSHIPS				
1. Flexibility.				
2. Dependability.				
3. Ability to work without supervision.				
4. Works well with others.				
5. Attend required monthly Psychological Services staff meetings.				

EVALUATOR'S
COMMENTS:

FINAL EVALUATION RATING

Commendable

Satisfactory

Needs Improvement

Unsatisfactory

EVALUATOR'S RECOMMENDATION

_____ I recommend this School Psychologist for continued employment in their present position.

_____ I recommend a probationary period to improve performance for this School Psychologist position. An improvement plan is attached.

SELF
IMPROVEMENT
GOALS:

Evaluator's Signature

Date

School Psychologist Signature

Date

STOCKTON UNIFIED SCHOOL DISTRICT
EVALUATION FORM
SCHOOL NURSE

Name:

Site:

Pre Evaluation Conference Date: _____ Mid Year Evaluation Date: _____ Final Evaluation Date: _____

The School Nurse provides a range of services to students, parents, teachers, administrators and other school personnel, student's families and regional agencies which support the educational process. The intent of these services is to facilitate the learning process for students.

Rating Criteria:

- | | | |
|----|--|---------------------|
| 4. | Experienced practice that Exemplifies the Standard | (Commendable) |
| 3. | Maturing Beginning Practice | (Satisfactory) |
| 2. | Developing Beginning Practice | (Needs Improvement) |
| 1. | Practice Not Consistent with Standard Expectations | (Unsatisfactory) |

	4	3	2	1
I. KNOWLEDGE				
1. Assessment - Collects and analyzes comprehensive data pertinent to the student's health or the situation.				
2. Diagnosis - Analyzes assessment data to determine the nursing diagnoses and issues.				
3. Outcomes Identification - Identifies expected outcomes for a plan that is individualized to the student or the situation.				
4. Planning - Develops a plan that prescribes strategies and alternatives to attain expected outcomes.				
5. Implementation - Implements and documents the identified plan using evidenced based interventions.				
6. Evaluations - Evaluates progress toward attainment of outcomes.				
7. Attains knowledge and competency that reflects current nursing practice.				
II. PROGRAM				
1. Conducts/completes mandated health screening programs.				
2. Implements needed health programs, policies and procedures in accordance with district board policy.				
3. Safely develops, implements and performs health related procedures documented in individualized health care plans.				
4. Coordinates health care delivery.				
5. Implements 504 plans, IEP's, Student Success Team (SST) plans and individual health plans.				
6. Orients, trains, documents and assesses competency of licensed and unlicensed personnel on health care procedures.				
7. Provides health education and employs strategies to promote a healthy and safe environment.				
III. COMMUNICATION				
1. Communicates effectively with agencies or schools such as providing a work schedule to supervisors and all assigned schools.				
2. Establishes positive rapport with staff, students, families, colleges and community stakeholders.				
3. Conducts self in a professional manner when communicating verbally or in writing.				
4. Collaborates with other members of the interdisciplinary team to develop IHCP, IEP and 504's.				

	4	3	2	1
IV. SUPPORT				
1. Serves as the health education resource person and demonstrates best practices and evidence based criteria.				
2. Assists the client and family in identifying and securing appropriate services to address concerns and refers as needed.				
3. Works effectively with staff to provide support for children with special health needs in the school setting and revises plans as needed.				
4. Assesses signs and symptoms of communicable diseases and provides effective direction.				
5. Implements and enforces communicable disease policies in collaboration with the public health department.				
6. Provides education to staff, students and/or community on related health promotion measures according to the school health plan.				
V. WORK HABITS/RELATIONSHIPS				
1. Adheres to assigned work schedule.				
2. Notifies supervisor and school site of changes in schedule.				
3. Utilizes time effectively.				
4. Uses leave time appropriately and follows agency procedures.				
5. Interacts with and contributes to the professional development of peers and school personnel as colleagues.				
6. Demonstrates flexibility and anticipates the needs of clients.				
VI. RESEARCH				
1. Utilizes the best available evidence, including research findings to guide practice decisions.				
2. Actively participates in research activities at various levels appropriate to the school nurse's education and position.				
VII. PROFESSIONAL GROWTH				
1. Maintains clinical skills and knowledge that promote professional growth.				
2. Participates in identifying, collecting, analyzing and formulating recommendations to improve school nursing practices.				
VIII. OTHER				
1. Performs adjunct duties by mutual agreement as prescribed in Article 6.1.1 (c) of the collective bargaining agreement.				

EVALUATOR'S
COMMENTS:

FINAL EVALUATION RATING

Commendable

Satisfactory

Needs Improvement

Unsatisfactory

EVALUATOR'S RECOMMENDATION

_____ I recommend this School Nurse for continued employment in their present position.

_____ I recommend a probationary period to improve performance for this School Nurse position. An improvement plan is attached.

SELF
IMPROVEMENT
GOALS:

Evaluator's Signature

Date

School Nurse Signature

Date

STOCKTON UNIFIED SCHOOL DISTRICT
EVALUATION FORM
SPECIAL DAY COMMUNICATIVELY DISABLED TEACHER AND ISGI SLP

Name: Site:

Pre Evaluation Conference Date: _____ Mid Year Evaluation Date: _____ Final Evaluation Date: _____

Special Day Communicatively Disabled Teacher and ISGI SLP's provide a range of services to students, parents, teachers, administrators and other school personnel, student's families and regional agencies which support the educational process. The intent of these services is to facilitate the learning process for students.

Rating Criteria:

- | | | |
|----|--|---------------------|
| 4. | Experienced practice that Exemplifies the Standard | (Commendable) |
| 3. | Maturing Beginning Practice | (Satisfactory) |
| 2. | Developing Beginning Practice | (Needs Improvement) |
| 1. | Practice Not Consistent with Standard Expectations | (Unsatisfactory) |

	4	3	2	1
I. KNOWLEDGE/LEARNING ENVIRONMENT				
1. Shows knowledge of students ability level as it relates to course standards, grade level expectancies and IEP goals/objectives.				
2. Establishes a classroom climate conducive to learning and maintains an effective level of freedom and security in the classroom.				
3. Has a classroom arrangement that is functional for different activities that is also orderly with materials neatly/conveniently stored.				
4. Insists that students exhibit acceptable behavior in the classroom.				
II. PROGRAM/INSTRUCTIONAL TECHNIQUE and STRATEGIES				
1. Develops and implements learning activities related to and based on student progress.				
2. Maintains appropriate student records for grading, attendance, on-going progress (profiles).				
3. Appropriate utilization and pace of instructional time, with transition time between lessons that are smooth with little time wasted.				
4. Is primarily involved with direct instruction, monitoring instruction, and regularly checks the students understanding and comprehension.				
5. Reflects evidence of planning; including lesson plans and progress reports.				
6. Sets the objectives and purpose of lesson for the students.				
7. Encourages students to initiate and answer questions.				
8. Uses appropriate reinforcement, motivational techniques, and corrects students appropriately.				
9. Ensures that students stay on task and inform students what they may do after completing each assignment/task.				
III. COMMUNICATION				
1. Uses support personnel effectively.				
2. Uses effective verbal communication including audibility and articulation.				
3. Maintains an open line of communication with parents and guardians.				
4. Has a pleasant and enthusiastic manner.				
IV. WORK HABITS/RELATIONSHIPS				
1. Flexibility.				

	4	3	2	1
2. Dependability and punctuality.				
3. Ability to work without direct supervision.				
4. Works well with others.				
5. Completes paperwork such as logs, progress reports, student attendance, assessment reports and IEP's.				
6. Attends mandatory monthly SLP staff meetings.				
7. Maintains confidentiality of student information which includes IEP's, Logs, Attendance and all other information in compliance with the law.				
V. PROFESSIONAL GROWTH				
1. Participates in activities that promote professional growth such as conferences, symposiums and workshops directly related to the SLP profession.				
VIII. OTHER				
1. Performs adjunct duties by mutual agreement as prescribed in Article 6.1.1 (c) of the collective bargaining agreement.				
2. Contributes to the attainment of District goals as established by the Board of Education as evidenced by the site administrator.				

EVALUATOR'S
COMMENTS:

FINAL EVALUATION RATING

- Commendable
 Satisfactory
 Needs Improvement
 Unsatisfactory

EVALUATOR'S RECOMMENDATION

_____ I recommend this Special Day Communicatively Disabled Teacher, ISGI SLP for continued employment in their present position.

_____ I recommend a probationary period to improve performance for this Special Day Communicatively Disabled Teacher, ISGI SLP position. An improvement plan is attached.

SELF
IMPROVEMENT
GOALS:

Evaluator's Signature

Date

Special Day Communicatively Disabled Teacher, ISGI SLP Signature

Date

STOCKTON UNIFIED SCHOOL DISTRICT
EVALUATION FORM
PROGRAM SPECIALIST

Name: Site:

Pre Evaluation Conference Date: _____ Mid Year Evaluation Date: _____ Final Evaluation Date: _____

Program Specialists provide a range of services to students, parents, teachers, administrators and other school personnel, student's families and regional agencies which support the educational process. The intent of these services is to facilitate the learning process for students.

Rating Criteria:

- | | | |
|----|--|---------------------|
| 4. | Experienced practice that Exemplifies the Standard | (Commendable) |
| 3. | Maturing Beginning Practice | (Satisfactory) |
| 2. | Developing Beginning Practice | (Needs Improvement) |
| 1. | Practice Not Consistent with Standard Expectations | (Unsatisfactory) |

	4	3	2	1
I. KNOWLEDGE				
1. Has a good working knowledge of state and federal laws relating to Special Education.				
2. Familiar with assessment devices used to place students in Special Education Programs.				
3. Has good working knowledge of computer systems such as Excel, Word, Power Point, Outlook, Student Information Systems and Special Education Information programs/software.				
4. Has knowledge of leadership strategies and techniques.				
II. PROGRAM				
1. Plans effective programs.				
2. Coordinates curricular resources for Special Education classes.				
3. Evaluates program effectiveness.				
4. Conducts professional development workshops for Special Education staff and others as appropriate.				
5. Makes recommendations for teacher assignments.				
6. Works with administrators, district departments and community agencies as necessary to carry out department policies related to Special Education.				
III. COMMUNICATION				
1. Communicate effectively.				
2. Facilitates communication with a variety of persons and agencies.				
3. Communicates and contributes to the District's and Special Education Department's goals.				
IV. SUPPORT				
1. Supports teachers in various settings (e.g. classroom, IEP meetings, etc.).				
2. Consults with and assists site staff (e.g. IEP planning, strategies, behavior plans, etc.).				
3. Plans, implements, and evaluates appropriate professional development activities.				

	4	3	2	1
4. Assists site administrators to understand and become knowledgeable of appropriate Special Education practices and laws.				
5. Serves as a resource to site administrators regarding program function and teacher evaluation.				
6. Supervises and facilitates IEP and case review meetings where appropriate.				
V. WORK HABITS/RELATIONSHIPS				
1. Flexibility.				
2. Dependability.				
3. Ability to work without supervision.				
4. Works well with others.				
5. Ability to problem solve issues and concerns.				
6. Ability to work with challenging students and parents.				
VI. RESEARCH				
1. Makes informed decisions.				
2. Provides data to facilitate program projections.				
VII. PROFESSIONAL GROWTH				
1. Participates in activities that promote professional growth.				
VIII. OTHER				
1. Performs adjunct duties by mutual written agreement between the affected Program Specialist(s) and the District as prescribed in Article 6.1.1 (c) of the collective bargaining agreement.				

EVALUATOR'S
COMMENTS:

FINAL EVALUATION RATING

Commendable

Satisfactory

Needs Improvement

Unsatisfactory

EVALUATOR'S RECOMMENDATION

_____ I recommend this Program Specialist for continued employment in their present position.

_____ I recommend a probationary period to improve performance for this Program Specialist position. An improvement plan is attached.

SELF
IMPROVEMENT
GOALS:

Evaluator's Signature

Date

Program Specialist Signature

Date

**STOCKTON UNIFIED SCHOOL DISTRICT
EVALUATION FORM
SPEECH LANGUAGE PATHOLOGIST**

Name: Site:

Pre Evaluation Conference Date: _____ Mid Year Evaluation Date: _____ Final Evaluation Date: _____

The Speech Language Pathologist provides a range of services to students, parents, teachers, administrators and other school personnel, student's families and regional agencies which support the educational process. The intent of these services is to facilitate the learning process for students.

Rating Criteria:

- | | | |
|----|--|---------------------|
| 4. | Experienced practice that Exemplifies the Standard | (Commendable) |
| 3. | Maturing Beginning Practice | (Satisfactory) |
| 2. | Developing Beginning Practice | (Needs Improvement) |
| 1. | Practice Not Consistent with Standard Expectations | (Unsatisfactory) |

	4	3	2	1
I. KNOWLEDGE				
1. Serves as a consultant to administrators, psychologists, special education staff, general education teachers and parents as evidenced by the site administrators.				
2. Collaborates and seeks consultations with general education and special education teachers, psychologists and all other staff as appropriate as evidenced by the site administrator.				
3. Enhances the professional growth of teachers and staff through in-service sessions, consultation and sharing of materials to promote greater understanding of special education and the role of Speech Language Pathologists as appropriate.				
II. ASSESSMENT				
1. Conducts appropriate speech and language assessments as evidenced on file in the speech case study folders and in SEIS.				
2. Recognizes cultural and language variations in the appropriate selection and use of diagnostic tools, as evidenced in assessment reports.				
3. Provides assessment information at IEP meetings, makes program and/or placement recommendations when appropriate, and participates in the development of IEP's as evidenced by the student's IEP.				
4. Prepares written reports, as appropriate, that accurately and completely reflect the results of each assessment in conformance with federal, state and district policies and regulations. Provides a written report of all assessments conducted as evidenced by a copy on file in speech and language case study folders and scanned/attached in SEIS.				
III. DIRECT INTERVENTION				
1. Provides direct speech and language therapy services as indicated by the IEP and evidenced by a schedule of services and therapy logs/attendance.				
2. Plans evidence based interventions appropriate for individual students and groups of students.				
3. Collaborates/consults with classroom teachers in the management of speech language disorders.				
4. Modifies therapeutic instruction approaches and other functions from data gathered during therapy.				
5. Implements the service delivery model most appropriate to the students degree of severity.				
IV. RESEARCH/EVALUATION/ADMINISTRATION				
1. Participates in professional growth activities throughout the year.				

	4	3	2	1
2. Provides appropriate supervision and direction to intern SLP's and/or CFY/RPE SLP's per mutual agreement.				
3. Maintains confidentiality of student information which includes IEP's, Logs, Attendance and all other information in compliance with the law.				
4. Demonstrates and maintains an appropriate level of professional ethics and competence in the field of Speech Language Pathology.				
V. WORK HABITS/RELATIONSHIPS				
1. Flexibility.				
2. Dependability and punctuality.				
3. Ability to work without direct supervision.				
4. Works well with others.				
5. Completes paperwork such as logs, progress reports, student attendance, assessment reports and IEP's.				
6. Attends mandatory monthly SLP staff meetings.				
VI. RESEARCH				
1. Reviews speech, language and hearing literature and makes use of new information during therapy and instructional procedures.				
2. Applies knowledge gained from continuing education activities.				
VII. PROFESSIONAL GROWTH				
1. Participates in activities that promote professional growth such as conferences, symposiums and workshops directly related to the SLP profession.				
VIII. OTHER				
1. Performs adjunct duties by mutual agreement as prescribed in Article 6.1.1 (c) of the collective bargaining agreement.				
2. Contributes to the attainment of the District goals as established by the Board of Education as evidenced by the site administrator.				

EVALUATOR'S
COMMENTS:

FINAL EVALUATION RATING

Commendable

Satisfactory

Needs Improvement

Unsatisfactory

EVALUATOR'S RECOMMENDATION

_____ I recommend this Speech Language Pathologist for continued employment in their present position.

_____ I recommend a probationary period to improve performance for this Speech Language Pathologist position. An improvement plan is attached.

SELF
IMPROVEMENT
GOALS:

Evaluator's Signature

Date

Speech Language Pathologist Signature

Date

STOCKTON UNIFIED SCHOOL DISTRICT
EVALUATION FORM
SPEECH LANGUAGE PATHOLOGIST (SLP) CHAIR

Name: Site:

Pre Evaluation Conference Date: _____ Mid Year Evaluation Date: _____ Final Evaluation Date: _____

The SLP Chair provides a range of services to students, parents, teachers, administrators and other school personnel, student's families and regional agencies which support the educational process. The intent of these services is to facilitate the learning process for students.

Rating Criteria:

- | | | |
|----|--|---------------------|
| 4. | Experienced practice that Exemplifies the Standard | (Commendable) |
| 3. | Maturing Beginning Practice | (Satisfactory) |
| 2. | Developing Beginning Practice | (Needs Improvement) |
| 1. | Practice Not Consistent with Standard Expectations | (Unsatisfactory) |

	4	3	2	1
I. KNOWLEDGE				
1. Serves as a consultant to site administrators, special education administrators, psychologists, special education staff, general education teachers and parents as evidenced by the site administrator/Special Education Administrator.				
2. Collaborates and seeks consultations with general education and special education teachers, psychologists and all other staff as appropriate as evidenced by the site administrator.				
3. Enhances the professional growth of teachers and staff through in-service sessions, consultation and sharing of materials to promote greater understanding of special education and the role of Speech Language Pathologists as appropriate.				
II. ASSESSMENT				
1. Conducts appropriate speech and language assessments as evidenced on file in the speech case study folders and in SEIS.				
2. Recognizes cultural and language variations in the appropriate selection and use of diagnostic tools, as evidenced in assessment reports.				
3. Provides assessment information at IEP meetings, makes program and/or placement recommendations when appropriate, and participates in the development of IEP's as evidenced by the student's IEP.				
4. Prepares written reports, as appropriate, that accurately and completely reflect the results of each assessment in conformance with federal, state and district policies and regulations. Provides a written report of all assessments conducted as evidenced by a copy on file in speech and language case study folders and scanned/attached in SEIS.				
5. Conducts speech and language screening (when indicated and appropriate) as evidenced by records kept.				
III. DIRECT INTERVENTION				
1. Provides direct speech and language therapy services as indicated by the IEP and evidenced by a schedule of services and therapy logs/attendance.				
2. Plans evidence based interventions appropriate for individual students and groups of students.				
3. Collaborates/consults with classroom teachers in the management of speech language disorders.				
4. Modifies therapeutic instruction approaches and other functions from data gathered during therapy.				
5. Implements the service delivery model most appropriate to the students degree of severity.				

IV. RESEARCH/EVALUATION/ADMINISTRATION

1. Participates in professional growth activities throughout the year.
2. Provides appropriate supervision and direction to intern SLP's and/or CFY/RPE SLP's per mutual agreement.
3. Maintains confidentiality of student information which includes IEP's, Logs, Attendance and all other information in compliance with the law.
4. Demonstrates and maintains an appropriate level of professional ethics and competence in the field of Speech Language Pathology.

V. WORK HABITS/RELATIONSHIPS

1. Flexibility.
2. Dependability and punctuality.
3. Ability to work without direct supervision.
4. Works well with others.
5. Completes paperwork such as logs, progress reports, student attendance, assessment reports and IEP's.
6. Consults with and assists SLP's (e.g. IEP planning, strategies, behavior plans, etc.).
7. Serves as a resource to site administrators regarding program function and SLP evaluation.

VI. RESEARCH

1. Reviews speech, language and hearing literature and makes use of new information during therapy and instructional procedures.
2. Applies knowledge gained from continuing education activities.

VII. PROFESSIONAL GROWTH

1. Participates in activities that promote professional growth such as conferences, symposiums and workshops directly related to the SLP profession.

VIII. SUPPORT - CHAIR RESPONSIBILITIES

1. Actively promotes Speech Language Pathology Services as a cooperative, collaborative unit.
2. Assists in recruitment and interviews of personnel including Speech Language Pathologists, SLP Interns and SLPA's.
3. Serves as a liaison between Speech Language Pathology Services and other groups (e.g. administrators, other SUSD departments and Universities).
4. Evaluates program effectiveness.
5. Organizes, arranges and conducts mandatory monthly staff meetings and staff development for Speech Language Pathologists.
6. Makes recommendations for staff assignments.
7. Assists in the development of district policies and procedures related to special education, per mutual agreement.
8. Carries a small caseload (two days) to stay current with the day to day job requirements of an SLP.

VIII. OTHER

1. Performs adjunct duties by mutual agreement as prescribed in Article 6.1.1 (c) of the collective bargaining agreement.
2. Contributes to the attainment of the District goals as established by the Board of Education as evidenced by the site administrator.

EVALUATOR'S
COMMENTS:

FINAL EVALUATION RATING

- Commendable Satisfactory Needs Improvement Unsatisfactory

EVALUATOR'S RECOMMENDATION

_____ I recommend this SLP Chair for continued employment in their present position.

_____ I recommend a probationary period to improve performance for this SLP Chair position. An improvement plan is attached.

SELF
IMPROVEMENT
GOALS:

Evaluator's Signature

Date

SLP Chair Signature

Date

**STOCKTON UNIFIED SCHOOL DISTRICT
EVALUATION FORM
STUDENT ASSISTANCE PROGRAM (SAP) CHAIR**

Name: Site:

Pre Evaluation Conference Date: _____ Mid Year Evaluation Date: _____ Final Evaluation Date: _____

SAP Chairs provide a range of services to students, parents, teachers, administrators and other school personnel, student's families and regional agencies which support the educational process. The intent of these services is to facilitate the learning process for students.

Rating Criteria:

- | | | |
|----|--|---------------------|
| 4. | Experienced practice that Exemplifies the Standard | (Commendable) |
| 3. | Maturing Beginning Practice | (Satisfactory) |
| 2. | Developing Beginning Practice | (Needs Improvement) |
| 1. | Practice Not Consistent with Standard Expectations | (Unsatisfactory) |

	4	3	2	1
I. KNOWLEDGE				
1. Organizational leadership strategies/techniques.				
2. The development of a comprehensive school counseling guidance program based on state and national models (ASCA).				
3. Laws relating to minors specific to confidentiality, record keeping, discipline and mental health services.				
4. Best practices in program development of prevention, early intervention and social emotional learning.				
5. School and community resources and collaborative strategies.				
6. Evaluation and reporting of programs and services.				
7. A good working knowledge of computer systems such as Student Information Systems, Excel, Word, Outlook and Power Point.				
II. PROGRAM				
1. Best practices in the development of comprehensive counseling and guidance programs.				
2. Best practices in the development of positive behavior intervention and supports school wide, classroom and individual level.				
3. Best practices in the development of programs for positive youth development activities and peer leadership/mentoring/counseling.				
4. Best practices in the development in social emotional learning programs and strategies in managing grief, anger and conflict.				
5. Best practices in the development of comprehensive student support programs for screening, referral and early intervention.				
6. Assists in the development, coordination, monitoring, evaluation and reporting on grant projects under the departments'.				
III. COMMUNICATION				
1. Communicates clearly and succinctly, both orally and in writing.				
2. Facilitates the relaying of up to date information to site staff regarding programs, services, activities and legislative changes.				
3. Relays pertinent information to district departments and schools and guidance staff.				
IV. SUPPORT				
1. Facilitates staff development in the areas of guidance counseling, positive behavioral supports and socio-emotional development.				
2. Consults staff on laws, policies, procedures and best practices related to student support, prevention and intervention services.				

	4	3	2	1
3. Assists with the development of grant projects related to guidance, prevention and youth development.				
4. Serves on the district level emergency crisis management response team.				
V. WORK HABITS/RELATIONSHIPS				
1. Establishes and maintains collaborative working relationships with a large variety of constituents.				
2. Ability to plan and organize strategically and establish priorities.				
3. Work independently and make decisions within established guidelines, policies and laws.				
VI. RESEARCH				
1. Maintains up to date knowledge of best practices in programs related to guidance, prevention and youth development.				
2. Maintains up to date knowledge of funding opportunities related to guidance, prevention and youth development.				
VII. PROFESSIONAL GROWTH				
1. Participates in activities that promote professional growth.				
VIII. OTHER				
1. Performs adjunct duties by mutual agreement as prescribed in Article 6.1.1 (c) of the collective bargaining agreement.				

EVALUATOR'S
COMMENTS:

FINAL EVALUATION RATING

Commendable

Satisfactory

Needs Improvement

Unsatisfactory

EVALUATOR'S RECOMMENDATION

_____ I recommend this SAP Chair for continued employment in their present position.

_____ I recommend a probationary period to improve performance for this SAP Chair position. An improvement plan is attached.

APPENDIX B: School Calendars

Stockton Unified School District

2021-2022

Instructional Calendar

180-Day Schedule

Superintendent
John Ramirez Jr.

**Board Adoption
Revision
April 26, 2022**

July 21						
Su	M	Tu	W	Th	F	Sa
			1	2	3	
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

August 21						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

First Day of School **08/02/21**
Last Day of School **05/26/22**

Trimester 1 10/29/21 57 Days
Trimester 2 02/18/22 60 Days
Trimester 3 05/26/22 63 Days

1st Qtr. Ends 10/01/21 43 Days
2nd Qtr. Ends 12/17/21 43 Days
3rd Qtr. Ends 03/11/22 45 Days
4th Qtr. Ends 05/26/22 49 Days

P-1 Ends 12/17/21 86 Days
P-2 Ends 03/18/22 131 Days

September 21						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

October 21						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

November 21						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

December 21						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Instructional Days Per Month	
July	0
August	22
September	20
October	15
November	16
December	13
January	18
February	18
March	18
April	21
May	19
June	0

January 22						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

February 22						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

March 22						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

April 22						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May 22						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June 22						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

- Regular School Day
- School Break or Vacation
- Holiday
- Teacher Non-Contact Day
- Teacher PD Non-Contact Day

Stockton Unified School District

2022-2023

Instructional Calendar

180-Day Schedule

Dr. Traci E. Miller
Interim Superintendent

July 22						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August 22						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September 22						
Su	M	Tu	W	Th	F	Sa
			1	2	3	
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October 22						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November 22						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December 22						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

January 23						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February 23						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

March 23						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

April 23						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May 23						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

June 23						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Fall Break: Oct. 3 - 7
 Thanksgiving Break: Nov. 21-25
 Winter Break: Dec. 19 - Jan 2
 Spring Break: Mar. 13 - 17

Teacher PD Days:
 ES/HS PD (both): 7/25 & 7/26
 ES PD only: 10/10 & 1/3
 HS PD only: 11/1 & 2/21

**Board Adoption
Revision
July 26, 2022**

First Day of School 7/29/2022
Last Day of School 5/26/2023

Trimester 1 10/28/22 59 Days
 Trimester 2 02/17/23 59 Days
 Trimester 3 05/26/23 62 Days

1st Qtr. Ends 09/30/22 45 Days
 2nd Qtr. Ends 12/16/22 42 Days
 3rd Qtr. Ends 03/10/23 44 Days
 4th Qtr. Ends 05/26/23 49 Days

P-1 Ends 12/09/22 82 Days
 P-2 Ends 03/31/23 141 Days

Instructional Days Per Month	
July	1
August	23
September	21
October	15
November	15
December	12
January	19
February	17
March	18
April	19
May	20
June	0
Total	180

- School Day
- School Break or Vacation
- Holiday
- Teacher Non-Contact Day
- Teacher PD Non-Contact Day

APPENDIX C: Salary Tables

STOCKTON PUPIL PERSONNEL ASSOCIATION
Stockton Unified School District
SALARY SCHEDULE
Effective: *7/1/2020

Position Title			I	II	III	IV
			BA up to 44	BA + 45 or MA	BA + 60 or MA + 30	BA + 75 or MA + 45
			(DAILY)	(DAILY)	(DAILY)	(DAILY)
ASSISTIVE TECHNOLOGY SPECIALIST	190 Days	A*	\$261.67	\$280.01	\$304.20	\$334.93
AUTISM SPECIALIST, SPECIAL EDUCATION I	190 Days	B	\$275.53	\$295.68	\$322.26	\$355.86
BEHAVIOR SUPPORT SPECIALIST I	190 Days	C	\$289.39	\$311.39	\$340.31	\$376.80
ELEMENTARY SCHOOL COUNSELOR	184 Days	D	\$303.26	\$327.10	\$358.36	\$397.73
INCLUSION SPECIALIST, SPECIAL EDUCATION	190 Days	E	\$317.13	\$342.79	\$376.42	\$418.66
INTEGRATED COMMUNITY RESOURCE SPECIALIST	190 Days	F	\$330.99	\$358.49	\$394.47	\$439.58
		G	\$344.86	\$374.21	\$412.51	\$460.52
		H	\$358.70	\$389.93	\$430.57	\$481.46
		I	\$372.59	\$405.59	\$448.65	\$502.39
		J	\$386.45	\$429.11	\$475.35	\$542.87
						03SP

Position Title			I	II	III	IV
			BA up to 44	BA + 45 or MA	BA + 60 or MA + 30	BA + 75 or MA + 45
			(DAILY)	(DAILY)	(DAILY)	(DAILY)
ADULT EDUCATION COUNSELOR	190 Days	A*	\$276.44	\$295.81	\$321.37	\$353.84
CHILD WELFARE & ATTENDANCE COUNSELOR	190 Days	B	\$291.08	\$312.37	\$340.45	\$375.96
HIGH SCHOOL COUNSELOR	190 Days	C	\$305.73	\$328.96	\$359.51	\$398.07
Migrant Education Program Advisor	190 Days	D	\$320.37	\$345.56	\$378.58	\$420.18
NURSE	190 Days	E	\$335.03	\$362.15	\$397.67	\$442.29
NURSE	212 Days	F	\$349.66	\$378.73	\$416.73	\$464.39
PSYCHOLOGIST	190 Days	G	\$364.33	\$395.33	\$435.80	\$486.52
SPECIAL DAY COMMUNICATIVELY DISABLED (SDC/CD)	184 Days	H	\$378.96	\$411.94	\$454.88	\$508.64
SPEECH LANGUAGE PATHOLOGIST	184 Days	I	\$393.62	\$428.49	\$473.96	\$530.75
		J	\$408.26	\$453.33	\$502.18	\$573.52
						03SQ

*Base salary amounts increased by 2% retroactive to 7/1/2020

STOCKTON PUPIL PERSONNEL ASSOCIATION
Stockton Unified School District
SALARY SCHEDULE
Effective: *7/1/2020

Position Title		I	II	III	IV	
		BA up to 44 (DAILY)	BA + 45 or MA (DAILY)	BA + 60 or MA + 30 (DAILY)	BA + 75 or MA + 45 (DAILY)	
AUTISM SPECIALIST, SPECIAL EDUCATION II	193 Days	A*	\$290.26	\$310.59	\$337.44	\$371.53
BEHAVIOR SUPPORT SPECIALIST II	193 Days	B	\$305.64	\$327.99	\$357.46	\$394.76
GUIDANCE CHAIRPERSON, HIGH SCHOOL	195 Days	C	\$321.02	\$345.41	\$377.49	\$417.96
HIGH SCHOOL HEAD COUNSELOR		D	\$336.39	\$362.84	\$397.52	\$441.18
PSYCHOLOGICAL SERVICES CHAIRPERSON	195 Days	E	\$351.78	\$380.26	\$417.55	\$464.40
SCHOOL COUNSELOR PROGRAM SPECIALIST	195 Days	F	\$367.15	\$397.66	\$437.57	\$487.61
SPECIAL EDUCATION PROGRAM SPECIALIST	208 Days	G	\$382.54	\$415.10	\$457.60	\$510.85
SPEECH LANGUAGE PATHOLOGIST CHAIRPERSON	189 Days	H	\$397.90	\$432.53	\$477.62	\$534.07
STUDENT ASSISTANCE PROGRAM CHAIRPERSON	195 Days	I	\$413.30	\$449.91	\$497.66	\$557.29
		J	\$428.68	\$475.99	\$527.30	\$602.19
						03SR

*Base salary amounts increased by 2% retroactive to 7/1/2020

STOCKTON PUPIL PERSONNEL ASSOCIATION
Stockton Unified School District
SALARY SCHEDULE
Effective: *7/1/2020

Career Increments - Added After Base Calculations

18-23 years of SUSD service	\$1,947 per year
24-30 years of SUSD service	\$3,896 per year
31+ years of SUSD service	\$5,842 per year

Stipends:

National Licensure	\$1,000 per year ^
State & National Licensure	\$2,000 per year ^
Planning and Preparation	\$1,000 per year ~

Note: ^ LSH Specialist. LSH Chairperson and SDC/CD teachers are eligible for Stipend.
~ Speech Language Pathologist assigned to Special Day/Communicatively Disabled (SDC/CD) elementary classrooms.

Degree Increments:

Masters	\$1,630 per year
Doctorate	\$3,259 per year

HOURLY RATE FOR STOCKTON PUPIL PERSONNEL ASSOCIATION

Per Article # 17.1.1

An hourly rate of pay is established by dividing the employee's daily rate by the number of hours in the employee's workday.

*Base salary amounts increased by 2% retroactive to 7/1/2020

STOCKTON PUPIL PERSONNEL ASSOCIATION
Stockton Unified School District
SALARY SCHEDULE
Effective: 07/01/2021

Position Title			I	II	III	IV
			BA up to 44	BA + 45 or MA	BA + 60 or MA + 30	BA + 75 or MA + 45
			(DAILY)	(DAILY)	(DAILY)	(DAILY)
ASSISTIVE TECHNOLOGY SPECIALIST	190 Days	A*	\$272.14	\$291.21	\$316.37	\$348.32
AUTISM SPECIALIST, SPECIAL EDUCATION I	190 Days	B	\$286.55	\$307.50	\$335.15	\$370.09
BEHAVIOR SUPPORT SPECIALIST I	190 Days	C	\$300.97	\$323.84	\$353.93	\$391.87
ELEMENTARY SCHOOL COUNSELOR	184 Days	D	\$315.39	\$340.19	\$372.69	\$413.64
INCLUSION SPECIALIST, SPECIAL EDUCATION	190 Days	E	\$329.81	\$356.50	\$391.48	\$435.41
INTEGRATED COMMUNITY RESOURCE SPECIALIST	190 Days	F	\$344.23	\$372.83	\$410.25	\$457.16
		G	\$358.66	\$389.18	\$429.01	\$478.94
		H	\$373.05	\$405.52	\$447.80	\$500.72
		I	\$387.49	\$421.82	\$466.59	\$522.49
		J	\$401.91	\$446.28	\$494.36	\$564.59
						03SP

Position Title			I	II	III	IV
			BA up to 44	BA + 45 or MA	BA + 60 or MA + 30	BA + 75 or MA + 45
			(DAILY)	(DAILY)	(DAILY)	(DAILY)
ADULT EDUCATION COUNSELOR	190 Days	A*	\$287.50	\$307.64	\$334.22	\$367.99
CHILD WELFARE & ATTENDANCE COUNSELOR	190 Days	B	\$302.73	\$324.86	\$354.07	\$391.00
HIGH SCHOOL COUNSELOR	190 Days	C	\$317.96	\$342.12	\$373.89	\$413.99
Migrant Education Program Advisor	190 Days	D	\$333.19	\$359.38	\$393.72	\$436.98
NURSE	190 Days	E	\$348.43	\$376.64	\$413.58	\$459.99
NURSE	212 Days	F	\$363.64	\$393.88	\$433.40	\$482.97
PSYCHOLOGIST	190 Days	G	\$378.90	\$411.14	\$453.23	\$505.98
SPECIAL DAY COMMUNICATIVELY DISABLED (SDC/CD)	184 Days	H	\$394.11	\$428.41	\$473.08	\$528.99
SPEECH LANGUAGE PATHOLOGIST	184 Days	I	\$409.37	\$445.63	\$492.92	\$551.98
		J	\$424.59	\$471.47	\$522.27	\$596.46
						03SQ

*Added Bilingual stipend

Base salary amounts increased 4% retroactive to 7/1/2021

Base salary amounts increased 2% retroactive to 7/1/2020

STOCKTON PUPIL PERSONNEL ASSOCIATION
Stockton Unified School District
SALARY SCHEDULE
Effective: 07/01/2021

Position Title			I	II	III	IV
			BA up to 44 (DAILY)	BA + 45 or MA (DAILY)	BA + 60 or MA + 30 (DAILY)	BA + 75 or MA + 45 (DAILY)
AUTISM SPECIALIST, SPECIAL EDUCATION II	193 Days	A*	\$301.87	\$323.01	\$350.94	\$386.39
BEHAVIOR SUPPORT SPECIALIST II	193 Days	B	\$317.86	\$341.11	\$371.76	\$410.55
HIGH SCHOOL HEAD COUNSELOR	195 Days	C	\$333.86	\$359.23	\$392.59	\$434.68
PSYCHOLOGICAL SERVICES CHAIRPERSON	195 Days	D	\$349.85	\$377.35	\$413.42	\$458.83
SCHOOL COUNSELOR PROGRAM SPECIALIST	195 Days	E	\$365.85	\$395.47	\$434.26	\$482.98
SPECIAL EDUCATION PROGRAM SPECIALIST	208 Days	F	\$381.83	\$413.57	\$455.07	\$507.12
SPEECH LANGUAGE PATHOLOGIST CHAIRPERSON	189 Days	G	\$397.85	\$431.70	\$475.90	\$531.28
STUDENT ASSISTANCE PROGRAM CHAIRPERSON	195 Days	H	\$413.82	\$449.83	\$496.72	\$555.43
		I	\$429.83	\$467.91	\$517.57	\$579.58
		J	\$445.82	\$495.03	\$548.39	\$626.28
						03SR

Career Increments - Added After Base Calculations

18-23 years of SUSD service	\$2,024 per year
24-30 years of SUSD service	\$4,052 per year
31+ years of SUSD service	\$6,076 per year

Stipends:

Bilingual Stipend	\$2,000 per year
National Licensure	\$1,000 per year^
State & National Licensure	\$2,000 per year^
Planning and Preparation	\$1,000 per year~

Note: ^ Speech Language Pathologists (SLP). SLP Chairperson and SDC/CD teachers are eligible for Stipend.

~ Speech Language Pathologist assigned to Special Day/Communicatively Disabled (SDC/CD) elementary classrooms.

Degree Increments:

Masters	\$1,695.00 per year
Doctorate	\$3,389.00 per year

HOURLY RATE FOR STOCKTON PUPIL PERSONNEL ASSOCIATION

Per Article # 17.1.1

An hourly rate of pay is established by dividing the employee's daily rate by the number of hours in the employee's workday.

*Added Bilingual stipend

Base salary amounts increased 4% retroactive to 7/1/2021

Base salary amounts increased 2% retroactive to 7/1/2020

**STOCKTON PUPIL PERSONNEL ASSOCIATION
SPPA SALARY SCHEDULE RETIRED CONSULTANTS**

Effective Date: 07/01/2021

Service Term:	Hourly Rate:	Payment Amount (Annual):
270 Hours	54.08	14,601.91

To participate as a Retired Consultant, retiree shall have completed 180 days separation from service after retirement pursuant to retirement system requirements.

PER Article 16.7.4:

The retiree shall serve 270 hours per school year and receive the same salary percentage increase as regular teachers. Retirees serving 270 hours shall receive \$14,601.91. This figure shall not exceed the STRS (State Teachers' Retirement System) maximum allowable earnings. The schedule of payment shall be requested by the retiree within the constraints of the law.

*Added Bilingual stipend per contract

Base salary increased 4% retroactive to 7/1/2021

Base salary increased 2% retroactive to 7/1/2020

STOCKTON PUPIL PERSONNEL ASSOCIATION

SPPA SALARY SCHEDULE SUBSTITUTES

Effective: 07/01/2021

(NON-LONG-TERM ASSIGNMENTS)

SINGLE DAILY RATE	
	AMOUNT
^Daily Rate:	287.50
Half Day:	143.75

(LONG-TERM ASSIGNMENTS)

SINGLE DAILY RATE	
1 – 18 Days *	AMOUNT
Daily Rate:	350.00

*** (SPPA Retirees Only) After 18 consecutive days in the same assignment:
Appropriate placement on SPPA salary schedule at time of their retirement.**

^Daily rate on Non-Long term Assignments anchor to Step A of 032Q salary table

*Added Bilingual Stipend

Base salary increased 4% retroactive to 7/1/2021

Base salary increased 2% retroactive to 7/1/2020

APPENDIX D: Evaluation Waiver



**Nancy Lane, Assistant Superintendent
of Human Resources**
HUMAN RESOURCE DEPARTMENT
56 South Lincoln Street
Stockton, CA 95203
(209) 933-7065 Ext. 2130
FAX (209) 465-1094

BOARD OF EDUCATION
Cecilia Mendez, President
Ray Zulueta, Jr., Vice President
Alicia Rico., Clerk
Zachary Avelar, Trustee
AngelAnn Flores, Trustee
Scot McBrian, Trustee
Maria Mendez, Trustee
Interim Superintendent
Dr. Traci E. Miller

SPPA PERMANENT EMPLOYEE EVALUATION WAIVER

The SPPA Member, _____, and their evaluator, _____,

mutually agree to waive the following from the employee's _____ year evaluation:
(School Year)

- The first thirty (30) working day initial evaluation conference was held late (6.2.1)
Date evaluation conference was held: _____
- The first observation was not conducted due to (6.3.4)
- The first post observation meeting was held more than 5 days after the observation (6.3.5)
- The second observation was not conducted due to (6.3.4) _____
- The second post observation meeting was held more than 5 days after the observation (6.3.5)
- For an unsatisfactory evaluation, the post conference was held more than ten (10) working days after
The observation (6.3.8)
- Final evaluation was submitted late to SUSD Human Resources with both signatures attached.

SPPA Employee

Date

Evaluator

Date

SPPA Leadership

Date

APPENDIX E: Tentative Agreements

TENTATIVE AGREEMENT

Between
Stockton Unified School District (District)
And
the Stockton Pupil Personnel Association, Inc. (SPPA).
Reopener Negotiations 2020-2021

March 10, 2022

This agreement concludes 2020-2021 Re-Opener negotiations between Stockton Unified School District and the Stockton Pupil Personnel Association, Inc. (SPPA). The parties hereby agree to the following terms subject to the ratification of SPPA and the Board of Education for Stockton Unified School District. All remaining provision in the current collective bargaining agreement shall remain unchanged and said negotiations will be deemed concluded for the 2020-2021 school year.

1. Article 16: Health and Welfare Benefits

Article 16 remains status quo. Due to the pandemic there was not an opportunity to negotiate health and welfare benefits for 2020-2021.

2. Article 17: Wages

For the 2020-2021 school year, a 2% on salary schedule wage increase effective, July 1 2020, for SPPA members employed upon ratification of this agreement.

For the 2020-2021 academic year, Career Increments will be increased by two (2%) percent.

This Tentative Agreement completes reopener negotiations for the 2020-21 academic year and shall be effective upon ratification by both SPPA and the Stockton Unified School District Board of Trustees and shall continue in effect through June 30, 2021.

Date: _____

Date: _____

For SPPA:

For the District:

Heather Peterson 03 / 30 / 2022
Heather Peterson, Bargaining Chair

John Ramirez Jr. 03 / 30 / 2022
John Ramirez Jr., Superintendent

Laura Rodriguez 03 / 30 / 2022
Laura Rodriguez, Co-President

Nancy Lane 03 / 29 / 2022
Nancy Lane, Asst. Supt. Human Resources

Scott Fry 03 / 29 / 2022
Scott Fry

Barbara Lachendro 03 / 29 / 2022
Barbara Lachendro

Amy Johnson 03 / 29 / 2022
Amy Johnson

Nisa Shinagawa 03 / 30 / 2022
Nisa Shinagawa

TENTATIVE AGREEMENT
Between
Stockton Unified School District (District)
And
the Stockton Pupil Personnel Association, Inc. (SPPA).
Reopener Negotiations 2020-2021

May 31, 2022

This agreement concludes successor negotiations between Stockton Unified School District and Stockton Pupil Personnel Association, Inc. (SPPA). The parties hereby agree to the following terms subject to the ratification of SPPA and the Board of Education for Stockton Unified School District. Negotiations have concluded for the 2021-2022 school year. Reopeners will commence for the 2022-2023 and 2023-2024 school years for salary and benefits. The District and SPPA, Inc. will each have the right to designate two (2) additional articles each year for reopeners. .

1. Article 16: Health and Welfare Benefits

- Health Benefits will remain status quo for 2021-22
- Early Retirement Options (Retired Consultants)
The District may provide a voluntary part-time employment plan for unit members between the ages of fifty-five (55) and members reaching their seventieth (70) birthday during the school year, in accordance with the provisions of Education Code Section 44922.

2. Article 17: Wages

- For the 2021-2022 academic year, SPPA Inc. members shall receive a 4% on salary schedule increase effective July 1, 2021 for SPPA members employed upon ratification of this agreement.

3. Language changes to CBA Articles as agreed (reference attachments)

- Article 2 – Definitions
- Article 4 – Management Rights
- Article 6 – Evaluation
- Article 7 – Transfer, Assignment, Reassignment and Unit Reductions
- Article 8 – SPPA, Inc. Unit Member Travel
- Article 10 – Safety Conditions
- Article 11 – Workloads
- Article 12 – Professional Dues Deductions
- Article 13 – Hours
- Article 14 – Assoc Rights & Responsibilities
- Article 15 – Grievance Procedure
- Article 16 – Health and Welfare Benefits
- Article 17 – Wages
- Article 20 – Re-openers on Scope & Duration of Agreement

This Tentative Agreement shall be effective upon ratification by both SPPA, Inc. and the Stockton Unified School District Board of Trustees and shall continue in effect through June 30, 2024.

Date: 06 / 01 / 2022

Date: 06 / 01 / 2022

For SPPA:

For the District:

Heather Peterson
Heather Peterson, Bargaining Chair

John Ramirez Jr.
John Ramirez Jr., Superintendent

Nicolette Gonzaba
Nicolette Gonzaba, Co-President

Nancy Lane
Nancy Lane, Asst. Supt. Human Resources

Laura Rodriguez
Laura Rodriguez, Co-President

Marcus Battle
Marcus Battle, CBO

Scott Fry
Scott Fry

Francine Baird
Francine Baird, Asst. Supt Ed Suppt Serv

Barbara Lachendro
Barbara Lachendro

Vincent Hernandez
Vincent Hernandez, Exec Dir Spec Ed/Selpa

Amy Johnson
Amy Johnson

Karen Coleman
Karen Coleman, Dir Schl Based Mntl Hlth

Nisa Shinagawa
Nisa Shinagawa

Tara Kosel RN
Tara Kosel, Dir. Comp Health Services

Lana Scott
Lana Scott, Acting Admin Spec Ed

Marcela Lane
Marcela Lane, Personnel Analyst

Doreen Webber
Doreen Webber, Admin on Spec Assign

Traci E. Miller
Traci Miller, Dir Child Welfare & Attendance

ARTICLE 2: DEFINITIONS

- 2.1 "Stockton Pupil Personnel Unit Member" or "unit member" refers to any professional employee who is included in the bargaining unit as described in Article 1 and therefore covered by the terms and conditions set forth herein. ~~References made to male employees shall include female employees and vice-versa unless otherwise noted.~~
- 2.2 "Parties" refers to the entities described in the preamble.
- 2.3 "Working day" refers to any day the District Office of the Stockton Unified School District is open for business, 701 North Madison Street, Stockton, California.
- 2.4 "Workday" refers to the duty days of the unit member.
- 2.5 "Day" refers to calendar day unless otherwise specified.
- 2.6 "Work week" refers to the duty week of the unit member.
- 2.7 "Appropriate credential" refers to the credential deemed necessary by the California Commission on Teacher credentialing (CTC).
- 2.8 "Designated supervisor" refers to the administrator who is assigned to supervise the unit member by the Superintendent or Designee.
- 2.9 "Evaluator" refers to the administrator who is assigned to evaluate the unit member by the Superintendent or Designee.
- 2.10 "Site administrator" refers to the principal or assistant principal at a school site.

For SPPA:

A NG L R
 SJ BL AJ
 NS

For District:

MB JB
 KH TK
 LS DW TM
 NL ML

ARTICLE 4: MANAGEMENT RIGHTS

- 4.1 The District possesses all of the rights, powers, privileges and authority it had prior to the execution of this Agreement; and nothing in this Agreement shall be construed to limit the District in any way in the exercise of the regular and customary functions of management in the operation of the District, except when they may be specifically relinquished or modified by express provisions of this Agreement.
- 4.2 Stockton Pupil Personnel Association, Inc. unit members may be called upon at various times to perform duties outside the SPPA, Inc. service area. Normally, these duties will be performed on a rotational basis with service equal to other certificated employees within the school district. Duties outside the pupil personnel service area will be by mutual agreement of the unit member and ~~his or her~~ their designated supervisor
- 4.3 Stockton Pupil Personnel Association, Inc. employees shall not be evaluated on activities outside the SPPA, Inc. service area without the consent of the unit member.

For SPPA:

NG LR
 SJ BL AJ
 JS

For District:

MB JB
 SH TK
 LS DWTM
 NL *Marcela Lane*

ARTICLE 6: EVALUATION

6.1 Criteria

- 6.1.1 Unit members will be evaluated as it reasonably relates to:
- (a) fulfillment of established job responsibilities.
 - (b) the quality of human relationships with students, parents and district personnel;
 - (c) performance of duties which are adjunct to the unit member's assignment under the conditions set forth in Section 4.2 and 4.3 herein.
- 6.1.2 For personnel assigned to a classroom, the evaluation shall also include:
- (a) the progress of pupils toward the goals and objectives established in the pupil's IEP;
 - (b) the instructional techniques and strategies used by the specialist;
 - (c) the establishment and maintenance of suitable learning environments within the scope of the specialist's responsibilities.

6.2 General Procedures

- 6.2.1
- (a) a conference within thirty (30) working days of the first scheduled work day – for all members in an evaluation year and all non-permanent unit members (see 6.3.1);
 - (b) at least two (2) observations based on the criteria contained in the evaluation form by the designated supervisor;
 - (c) a final evaluation.
- 6.2.2 Other factors may become part of the process by mutual agreement between the unit member and the evaluator. The content of the observation and evaluation documents may not be grieved for any reason.
- 6.2.3 Evaluation and assessment of the performance of each certificated unit member shall be made on a continuing basis as follows:
- (a) once each school year for temporary/probationary personnel;
 - (b) every other year for personnel with permanent status not meeting the criteria below;
 - (c) every five (5) years for permanent personnel who have been employed at least ten (10) years with the district and whose most recent previous evaluation rated the employee as ‘Satisfactory’ or ‘Commendable’. The certificated employee or the evaluator may withdraw consent at any time.

When any permanent, certificated unit member has received a final evaluation of “Unsatisfactory” or “Improvement Needed”, the District shall provide the member with an improvement plan, making specific recommendations as to areas of improvement in the employee’s performance and endeavor to assist the employee in their performance. and evaluate the unit member in the subsequent year, subject to the remaining provisions of this Article. The DISTRICT shall evaluate the unit member in the subsequent year, subject to the remaining provisions of this Article.

the employee until the employee achieves a satisfactory or commendable evaluation or is separated from the district.

By written agreement between the permanent unit member and the designated supervisor, the timelines, observations, forms and conferences may be waived or reduced. Provisions of Article 6 shall not be waived or altered for probationary or temporary unit members.

6.2.4 At the beginning of the year, each unit member will meet with the designated supervisor to review the job responsibilities and to clarify expectations for the school year.

6.2.5 Evaluation of counselors is an individual process; however, members of the ~~Guidance~~ Counseling Department at most high schools operate as a team. Therefore, at the beginning of each school year, the ~~Guidance~~ Counseling Department, under the leadership of the department chair and the site administrator, will:

- (a) establish a comprehensive plan for the school site which is consistent with the District goals and objectives, and
- (b) identify individual counselor responsibilities with regard to the attainment of department objectives. The site administrator shall meet individually with each counselor to designate specific responsibilities. Such responsibilities shall be indicated in each section of the evaluation form titled "Specific responsibility for above."

These plans shall be consistent with the counselor job descriptions and job responsibilities as clarified with the site administrator pursuant to Section 6.2.4 herein.

6.3 Observations

6.3.1 ~~The A~~ designated evaluator shall schedule a conference within the first thirty (30) working days for ~~each~~ unit member(s) to be evaluated for that year. At this conference, ~~the designated evaluator~~ shall review with the evaluatee(s) the specific standards of performance, the evaluation criteria, the forms, the support requirements provided by the evaluator, and the plans for monitoring the evaluatee's (s) performance status.

Specific responsibilities shall be entered on the evaluation form with N/A indicated if the unit member(s) ~~is~~ are not responsible for a specific activity.

6.3.2 The evaluator shall conduct at least two (2) observations. Further, if the observation is being performed by someone other than the designated supervisor, the evaluator will seek written input concerning the unit member from the site administrator(s). Such input shall be obtained prior to the completion of the evaluation form.

6.3.3 The site administrator will be responsible for the evaluation, including the observations, of unit members assigned exclusively to one (1) site. The

evaluation for all other unit members who are assigned to two (2) or more school sites will be the responsibility of the designated supervisor below:

School Counselors	- site administrators or an Administrator of Student Support Services
CWA Counselors	- an administrator of CWA
Speech Language Pathologists	- an administrator of Special Education
Psychologists	- an administrator of Special Education
Program Specialists	- an administrator of Special Education
School Nurses	- an administrator of Health Services
Autism Specialist, Behavior Support Specialists, Inclusion Specialists	- an administrator of Special Education
<u>Behavior Support Specialists</u>	- <u>an administrator of Mental Health & Behavior Support Services</u> Special Education

There is no requirement that the Director or Administrator of Special Education, Director or Administrator of Health Services, Director or Administrator of Mental Health & Behavior Support Services hold any particular credential other than an administrator's credential. The Director or Administrator of Health Services must hold a California Registered Nurses (RN) license, as pursuant to the California Board of Nursing licensure regulations and an administrator's credential.

6.3.4 The evaluator shall complete an observation in each of the semesters. These observations shall be separated by a minimum of eight (8) weeks.

6.3.5 The evaluation process shall provide for at least two (2) observations of the unit member in a work situation. Such observations shall be of sufficient duration and the observation techniques used of sufficient quality so that such observations will contribute to the unit member's understanding of ~~his/her~~ their performance. Within five (5) working days of the observation, the evaluator shall give the unit member a written narrative of their observation. When a site administrator is performing the evaluation, one of the two (2) observations shall be scheduled in advance on a date agreed upon mutually by the evaluator and the unit member. The observation and final evaluation shall include recommendations, if necessary, as to areas of needed improvement in the performance of the unit member. Evaluators are encouraged to note exemplary work when appropriate. The unit member shall be given a copy of

any documents provided to the evaluator by others, which were used in the evaluation process.

- 6.3.7 In the event a unit member is not performing ~~his/her~~ their duties in a satisfactory manner according to the categories set forth herein, the evaluator shall notify the unit member in writing of such fact and describe such unsatisfactory performance, to be provided to the unit member concurrently with the evaluation instrument
- 6.3.8 Within ten (10) working days, the evaluator shall thereafter meet with the unit member, making specific recommendations in writing as to areas of improvement in the unit member's performance to assist the unit member in such performance.
- 6.3.9 If any permanent unit member receives an unsatisfactory final evaluation, that unit member shall have the absolute right to request, in writing, one (1) additional observation and written evaluation. Such additional observation and written evaluation shall be conducted by a different evaluator of administrative rank. Such second evaluator shall be selected by the Assistant Superintendent of Human Resources Student Services, ~~in his/her their sole discretion; by mutual agreement with SPPA leadership; of the unit member~~, and shall hold a credential identical to the service area of the unit member, when possible. ~~and appropriate. The results of this evaluation will be submitted as the unit member's final evaluation and will placed in the unit member's personnel file.~~ The results of all observations/evaluations will be utilized for the final evaluation and will be placed in the unit member's personnel file. ~~The additional evaluation will be placed in the unit member's personnel file and will be considered.~~

6.4 Final Evaluation

- 6.4.1 Evaluation made pursuant to this article shall be reduced to writing and a copy thereof shall be transmitted to the unit member not later than thirty (30) calendar days before the last school day scheduled on the school calendar for the school year in which the evaluation takes place.
- 6.4.2 If the unit member is performing in an effective or commendable manner, the report shall so indicate. If the unit member is not performing ~~his/her~~ their duties in a satisfactory manner according to the standards of performance initially established, the report shall describe the areas of needed improvement, recommendations as to how improvement can be affected, and procedures which will be followed by the evaluator and the unit member to facilitate such improvement.
- 6.4.3 The unit member shall have the right to initiate a written reaction or response to the evaluation. Such response shall become a permanent attachment to the unit member's evaluation and shall be included in the unit member's personnel file.
- 6.4.4 When any permanent certificated unit member has received an unsatisfactory final evaluation, the District shall annually evaluate the unit member until the

unit member achieves a positive final evaluation. ~~Any additional evaluation that may be conducted pursuant to Article 6.3.9 shall not be counted for purposes of this subsection.~~ If district and association agree to proposed changes to 6.3.9 then this subsection will be deleted.

- 6.4.5 Under normal circumstances where remediation is unlikely to cure the unsatisfactory performance of a probationary certificated unit member, the evaluator has the discretion to recommend non-reemployment only after one unsatisfactory final evaluation. ~~Any additional evaluation that may be conducted pursuant to Article 6.3.9 shall not be counted for purposes of this subsection.~~ If district and association agree to proposed changes to 6.3.9 then the last sentence of this subsection will be deleted.
- 6.4.6 Any evaluation performed pursuant to this Article which contains an unsatisfactory rating of a unit member's performance may include the requirement that the unit member shall, participate in a program designed to improve appropriate areas of the unit member's performance as deemed necessary by the District and with input from the unit member.
- 6.4.7 The program for improvement may be designated by the evaluator in consultation with the unit member.
- 6.4.8 At the discretion of the Assistant Superintendent of Human Resources by mutual agreement with SPPA leadership, an incomplete evaluation that has failed to meet district procedures and/or timelines, can submit a district-provided waiver signed by the evaluator, employee, and SPPA leadership. The signed waiver and evaluation satisfies the required evaluation and the member will return to their evaluation cycle. A waiver only applies to permanent employees whose previous evaluation rated the employee as 'Satisfactory' or 'Commendable'.
- 6.4.9 If a waiver was not submitted or mutually agreed upon by the evaluator, employee, and SPPA leadership, the SPPA member will be evaluated the following year. ~~A permanent member will have the option to be evaluated the following year or the year after. not be subjected to another evaluation the following year. They will return to their appropriate evaluation cycle.~~ moved from 6.4.8
- 6.5 Complaints from Parents, Citizens and Employee
- 6.5.1 ~~Within ten (10) working days of receipt of a signed complaint from a parent, citizen or teacher, the District shall notify the concerned unit member(s) in writing, and shall provide said unit member(s) a copy of the complaint with a summary of the complaint, which will include all main aspects of the complaint.~~

Within ten working days of receipt of a signed complaint from a parent, citizen, or employee, the District shall notify the concerned unit member(s) in writing, and shall provide the unit member(s) with a summary of the allegations in complaint. After the unit member is interviewed about the complaint, the unit member is entitled to a copy of the complaint provided that the unit member expressly agrees not to engage in any retaliation against the

complainant. When the District provides a copy of the complaint, there may be redacted portions to protect the privacy of others included within the complaint.

- 6.5.2 Documentation of such complaint(s) shall be processed in accordance with Board Policy.
 - 6.5.3 Such documented charges may be challenged as to their validity and accuracy through the grievance procedure in this Agreement.
 - 6.5.4 Unit members shall be given a copy of any commendable or derogatory material relating to job performance, which is placed in their personnel files and shall have an opportunity to submit a response to such material, which shall be placed in their file.
 - 6.5.5 Unit members shall have access to their official personnel files upon request.
 - 6.5.6 Materials that cannot be substantiated will not be placed in the file if such placement results in an adverse impact on the unit member.
- 6.6 Discipline Actions
- 6.6.1 All disciplinary actions, reprimands, suspension without pay, reduction in compensation during mid-year, demotion or discharge shall be only for just cause. Any such action by the District shall be subject to the grievance procedure herein set forth, unless specific legal procedures are available to the unit member under state law or other provisions of this Agreement, in which case the legal procedures become the exclusive system for appealing such matters.
 - 6.6.2 All material forming the basis for disciplinary action shall be made available to the unit member.
 - 6.6.3 Evidence of records regularly kept by the governing board of the school district concerning the employee may be introduced, but no decision relating to the dismissal or suspension of an employee shall be made based on charges or evidence of any nature relating to matters occurring more than four (4) years before the filing of the notice (Ed Code 44944 (b)(2)(B)).

For SPPA:

NG & R
SJBL AJ
MS

For District:

MB JB
TK
DwTM
NL *Marcela Lane*

ARTICLE 7: ASSIGNMENTS, REASSIGNMENTS, TRANSFERS
AND UNIT REDUCTIONS

7.1 General Provisions

7.1.1 Assignment refers to duties as determined by the District, and the individual's position title, performed at one or more locations. ~~and the individual's position title.~~ **moved from 7.1.3*

7.1.2 Work location refers to the specific work site(s) where the unit member will fulfill their assigned duties. Assignment duties may vary based on the work location. The decision of the district relative to work location shall be final. **moved from 7.1.5*

7.1.3 Reassignment refers to a change of classification within the SPPA, Inc., unit or an involuntary transfer outside the unit, both of which may involve a change in location.

7.1.4 ~~A~~ Transfer refers to the relocating of an SPPA member to another school and/or site(s) within the district. ~~a change of site location.~~ A transfer may be voluntary or involuntary. Transfers may be requested by the SPPA, Inc., unit member or may be initiated by the District. The unit member must qualify for the position. The decision regarding the transfer of SPPA, Inc., unit members is the sole responsibility of the District. **moved from 7.1.1 and combined with 7.1.2 & 7.1.6.*

7.1.5 A unit reduction occurs when a position is eliminated with no intention of replacing it and results in a permanent ~~cut in head count~~ reduction in FTE's.

7.2 Assignments / Filling Vacancies

7.2.1 The department administrator shall work with SPPA leadership and Human Resources to identify known vacancies created through program changes, growth, attrition or other changes.

7.2.2 Specific work locations for psychologists, counselors, speech-language pathologists and others of the SPPA, Inc., unit ~~member whose duties are performed at more than one site~~ shall be determined by the District subject to the provisions of this contract. Each discipline will determine a method to fill assignments and/or locations in collaboration with their

administrator. SPPA, Inc., unit member requests shall be considered in the order of their SPPA, Inc., seniority at the time of request.

**moved from 7.1.5*

- 7.2.3 When administratively practicable, unit members will receive tentative succeeding year assignments in writing prior to the last scheduled workday of the school year. ~~A change in assignment after the last school day will only be made for good and sufficient reasons. The SPPA member may request and shall receive a written reason when a change in assignment was made.~~ **moved from 7.1.7 –*
- 7.2.4 ~~If/once open for application,~~ † The District will advertise positions that have become vacant. The notice of vacancy will reflect any special qualifications as determined by the District, and/or location. All known vacancies for the following year shall be advertised before the last day of school. **moved from 7.2.1 –*
- 7.2.5 SPPA, Inc., unit members within the District shall receive first consideration in the filling of any vacancy. Notice of certificated vacancies will be sent to SPPA, Inc., unit members via District email. **moved from 7.2.3*
- 7.2.6 Selection from ~~among~~ in-district applicants who meet the ~~announced assignment~~ qualifications will be made on the basis of a review, ~~of the backgrounds of the applicant,~~ including but not limited to evaluations, experience, appropriate professional course work, workshops, in-service activities, and interview, if ~~deemed~~ necessary. If two (2) or more candidates are found equally ~~acceptable~~ qualified, the ~~most~~ senior ranking unit member in terms of SPPA, Inc., seniority within classification will be selected. **moved from 7.2.2*
- 7.2.7 Filling Counselor and ~~Guidance Chair~~ High School Head Counselor Positions
- 7.2.7.1 Eligible Unit Members: Counselors classified as permanent unit members may apply for a voluntary transfer to a counseling position at a secondary school using the procedures in this section. The notice of vacancy will reflect any special qualifications needed by the applicant as determined by the District and/or school site. Assignment of a temporary counselor to a secondary counseling position is conditional upon satisfactory completion of the school year.
- 7.2.7.2 Notices: Notices of secondary counseling vacancies shall be published and distributed once each school year and also emailed to the SPPA, Inc., President.
- 7.2.7.3 Notice Process: The notice is restricted to eligible in-district

~~bargaining SPPA, Inc.~~ unit members. Any unit member receiving an unsatisfactory performance evaluation shall be denied participation in the voluntary transfer provision in this section. All counseling positions in the notice will be filled by the interview and select process. A unit member applying shall complete a District Transfer request form. The notice will provide a unit member ten (10) working days to respond.

7.2.7.4 Selection: All qualified applicants shall be interviewed by a panel which includes a School Counseling Program Specialist or a High School Head Counselor. Each vacant counseling position shall be filled using the interview and select process, from among these applicants.

7.2.7.5 Unadvertised Temporary Vacancies: Any counseling vacancy which occurs during the summer or school year as the result of a termination, promotion, retirement, resignation or reassignment may be filled voluntarily through the end of the school year.

7.2.7.6 New Schools: All counseling positions at a new secondary school will be filled initially by utilizing the interview and selection provisions. ~~and the selection committee as defined by 7.2.4.3 and 7.2.4.5~~

7.2.7.7

7.2.7.8 Elementary Counseling Positions: Specific work locations for elementary school counselors will be determined by the Cabinet member and or designee in charge of Student Support Services, with input from and a School Counselor Counseling Program Specialist based on Request of the Site Administrator and Counselors.

7.3 Administrative Transfers –

7.3.1 Voluntary transfers mutually agreed to by SPPA, Inc., unit members may be made after consultation with the site administrators, Cabinet member in charge of Student Support Services and Assistant Superintendent of Human Resources. **moved from 7.3.6.*

~~7.3.2 — When necessary, as determined by the District, to make an administrative transfer, only one (1) of the following factors may be considered above SPPA,~~

~~Inc., seniority:~~

~~(a) Program needs (District approved)~~

~~(b) Bilingualism in needed language~~

~~(c) Ethnic balance~~

~~(d) Male/female representation~~

When it becomes necessary, as determined by the District, to transfer a unit member, only program needs may be considered above SPPA, Inc., seniority

7.3.2 A unit member receiving a commendable evaluation will have the opportunity to remain in the current placement with the understanding that the department administration can make changes to the current placement based on ~~program~~ district needs. **moved from 7.3.6*

~~7.3.3 — A unit member who is proposed for transfer shall be notified in writing at least seven (7) calendar ~~ten (10)~~ working days prior to transfer. This notice shall state the reasons for a transfer. The unit member may request a meeting with the administrators involved. If a meeting is requested, it shall be held within five (5) ~~three (3)~~ working days. The unit member may not be transferred until the requested meeting has been held.~~

7.3.4 The unit member may indicate a preference regarding transfer, which will be taken into consideration, whenever a choice of positions is available.

7.3.5 The provisions of this article ~~may~~ **will not** result in loss of compensation (at the conclusion of the fiscal year) to SPPA, Inc., unit member resulting from ~~administrative~~ the transfer

7.3.6 ~~Voluntary transfers mutually agreed to by SPPA, Inc., unit members may be made after consultation with the site administrators, Cabinet member in charge of Student Support Services and Assistant Superintendent of Human Resources.~~ *moved to 7.3.1*

7.4 Administrative Transfers -

7.4.1 When necessary, as determined by the District, a unit member may be administratively transferred BASED ON PROGRAM NEED. New language

7.4.2 A unit member who is proposed for an administrative transfer shall be notified in writing at least five (5) working days prior to transfer. SPPA bargaining unit members will have three (3) working days following written notice of confirmation to transition to their new assignment. Unit members will be given a total of eight (8) working days for the administrative transfer process. The administrator will schedule a meeting with the unit member and provide them with a copy of the recommended administrative transfer which will include the reason for the transfer.

7.4.3 When a unit member who is recommended for administrative transfer requests a meeting, the Superintendent or designee will meet with the unit member and the Association prior to making a final decision on the transfer and/or possible remediation. If requested, the meeting with the unit member and the Superintendent or designee and the Association will be conducted within the eight (8) working days notification and transition period. The consultation will be conducted so as to allow for meaningful input to the District concerning the necessity for the administrative transfer before a final decision is made. The Superintendent or designee will have the sole discretion to determine whether to administratively transfer a unit member.

7.5 Involuntary Transfers

7.5.1 Involuntarily transferred unit members will be guaranteed a position in the District. **moved from 7.3.2.*

7.5.1 Involuntary transfers for unit members will be recommended to the Superintendent or designee by the site principal or designated supervisor. The transfer will be within the unit member's SPPA, Inc., credential area.

7.5.2 A unit member who is proposed for an **involuntary** transfer will be given written notification within five (5) working days followed by three (3) working days for a transition period. Unit members will be given a total of eight (8) working days for the involuntary transfer process. The notification shall be notified in writing at least ~~seven (7) calendar ten (10)~~ five (5) working days prior to transfer. SPPA bargaining unit members will have three (3) working days following written notice of confirmation to transition to their new assignment.

7.5.3 ~~The reason for the involuntary transfer will be set forth in writing. A copy of the recommendation for involuntary transfer will be given to the affected unit member and to the Association. This notice shall state the reasons for a transfer. The unit member may request a meeting with the~~

~~administrators involved. If a meeting is requested, it shall be held within three (3) working days. The unit member may not be transferred until the requested meeting has been held. The administrator will schedule a meeting with the unit member and provide them with a copy of the recommended involuntary transfer which will include the reason for the transfer.~~

7.5.4 When a unit member who is recommended for involuntary transfer requests a meeting, the Superintendent or designee will meet with the unit member and the Association prior to making a final decision on the transfer and/or possible remediation. The consultation will be conducted so as to allow for meaningful input to the District concerning the necessity for the involuntary transfer before a final decision is made. The Superintendent or designee will have the sole discretion to determine whether to involuntarily transfer a unit member. If requested, the meeting with the unit member and the Superintendent or designee and the Association will be conducted within the eight (8) working day notification and transition period.

~~7.5.56~~ All positions filled through an involuntary transfer must remain advertised as open for application and filling by the District. Upon being filled, the originally-transferred member has rights to resume their previous position. immediately. This back-filling provision is subject to the same seniority sequencing.

**transposed 7.5 & 7.6*

7.6 Reassignments Outside the Unit

- 7.6.1 Any unit member reassigned due to reduction in number of unit members shall have the right of re-entry into an SPPA, Inc., position as vacancies or new positions occur. Such re-entry shall be based on credentialing and seniority.
- 7.6.2 Re-Entry rights under 7.5.1 shall remain in existence as long as the reassigned individual remains an employee of the District.

7.7 Unit Reductions

- 7.7.1 The Superintendent or Designee has the responsibility to plan, coordinate and provide for SPPA, Inc., services according to the needs and student populations of the District.
- 7.7.2 Subject only to the agreements herein relative to workdays, hours of employment and workloads of SPPA, Inc., unit members, the Board of Education shall determine the number of SPPA, Inc., positions required for any year of this Agreement.
- 7.7.3 Pursuant to law, the Board of Education may at an appropriate time, in any

year of this Agreement, take steps to reduce the number of SPPA, Inc., personnel service positions.

7.7.4 The District will provide notice and opportunity to bargain the effects prior to the elimination, transfer, or changes in bargaining unit work. *moved from 7.4.4

7.7.5 Except for positions funded by categorical, ~~mandated desegregation~~, and special education funds, reductions resulting from staffing changes shall be accomplished by attrition.

For SPPA:

NG & R
SFB L AJ
JS

For District:

MB JB
KH TK
LS DW TM
NL *Marcela Lane*

ARTICLE 8: STOCKTON PUPIL PERSONNEL ASSOCIATION, INC.
UNIT MEMBER TRAVEL

- 8.1 Unit members may be authorized, but are not required, to use their personal automobiles to transport students. Unit members who are authorized to use their own automobile in the performance of their duties, and who are assigned to more than one (1) school per day, shall be reimbursed for such travel at the IRS rate or at the rate set by the District, whichever is higher.
- 8.2 Unit members who use their personal automobile for authorized field trips or approved District business shall receive the authorized benefits as listed in 8.1 above.
- 8.3 Any unit member who is authorized to transport a student who is ill or injured to his/her home, to the doctor, or to the hospital shall be reimbursed for the actual mileage traveled.
- 8.4 Claims for reimbursement shall be filed with the appropriate administrator following guidelines as established for each program.
- 8.5 In order to ensure the maximum safety of students, District employees, and other individuals who may be participating in field trips or other official District business requiring transportation, and in order to mitigate the liability exposure of the District, the following guidelines have been established to regulate transportation activities:

District or private vehicles being operated for District purposes must meet the following guidelines:

Driver must possess:

1. Valid California driver's license.
2. Minimum liability insurance as required by the State of California.
3. Satisfactory driving record – defined as:
 - a. A driving record with no felony violations such as homicide, assault with a motor vehicle, etc.
 - b. A driving record with no conviction for driving while intoxicated or under the influence of a controlled substance, reckless driving or hit-and-run.
 - c. A driving record with no more than two (2) moving violations and/or “at fault” accidents within a three-year period.
 - d. A driving record with no driver’s license suspended or revoked.
 - e. A driving record with no history of moving violations or accidents not disclosed on “Driver’s Application Form.”

Employees are responsible for notifying the District of any change in a satisfactory driving record.

The driver will provide a "Proof of Insurance" form provided by the automobile insurance company.

The driver will provide the District with authorization to check their driving record through the California Department of Motor Vehicles Driver Record Program.

The District's Use of Private Vehicle Request form must be completed and on file before a trip is taken.

Use of personal vehicles where hazardous road conditions exist is prohibited. This includes hazardous conditions declared by the California Highway Patrol, or other City, County, State or Federal agency authorized to monitor road conditions.

Follow the most direct route.

Avoid unnecessary stops.

Do not transport non-District personnel, non-students or other "guests" as passengers without prior approval from the Assistant Superintendent of Student Services and/or ~~designee~~ site Administrator. In a crisis situation, the employee will notify the Assistant Superintendent of Student Services and/or designee as soon as possible.

Shall not transport more than ten (10) occupants, including the driver; otherwise, the vehicle is defined as a school bus or student pupil activity bus as per Vehicle Code Section 545 and the driver must have a Class B license with passenger endorsement.

Shall not transport two or more handicapped students confined to wheelchairs to or from school or school activities. To do so, would define the vehicle as a school bus and subject to all laws and regulations of a school bus.

For SPPA:

NG LR
SJ BL AJ
JS

For District:

MB JB
TK
Dw TM
NL *Marcela Lane*

ARTICLE 10: SAFETY CONDITIONS

- 10.1 The District, in its discretion, will continue its efforts to keep facilities reasonably and properly equipped, maintained, and safe. The District also will continue its efforts to make structural and environmental improvements of the facilities where SPPA, Inc., unit members are assigned.
- 10.1.1 Unit members shall report to their designated supervisor/site administrator any alleged unsafe, unsanitary condition, which they discover in or around their work areas. ~~The designated supervisor/site administrator shall respond to the safety concern within ten (10) calendar days.~~ 10 business days. The designated supervisor/site administrator shall take the necessary action to address the condition.
- 10.2 A unit member may use such reasonable force as is necessary:
- 10.2.1 to protect oneself from attack;
- 10.2.2 to protect another person;
- 10.2.3 to quell a disturbance threatening physical injury to others; or
- 10.2.4 to obtain possession of weapons or other dangerous objects upon the person or within the control of the student. Any time a unit member finds it necessary to use such force, ~~he~~ they shall immediately report the incident to the immediate supervisor and site administrator and to the responsible law enforcement agency (SUSD-~~Police~~ Department of Public Safety).
- 10.2.5 In carrying out the provisions of this section, the unit member shall not risk danger to ~~his/her~~ their person by taking unreasonable risks. ~~Any time a unit member finds it necessary to use such force, he~~ they shall immediately report the incident to the immediate supervisor and site administrator. The unit member shall complete the appropriate documentation.
- 10.3 When an absence arises out of an assault upon a unit member while that unit member is acting in the discharge of ~~his/her~~ their duties, the District shall provide the unit member support and assistance up to:
- 10.3.1 Sixty (60) working days of industrial accident leave;
- 10.3.2 Accumulated full pay sick leave.
- 10.4 In the event that civil proceedings are brought against a unit member for actions which were within the course and scope of employment (as outlined in Article 10.2), the District will, upon request, furnish legal counsel.
- 10.5 The District will comply with laws and board policies regarding the notification of employees as it relates to safety conditions.

- 10.6 The District will provide an overview ~~annual training of~~ the Comprehensive Safety and or Readiness Emergency Management for Schools (REMS) Plan within the first thirty (30) days of the school year ~~developed by each site/department~~ and follow all guidelines for practice drills and exercises.

- 10.7 The District will fund and provide prevention and intervention training to de-escalate~~ion~~ and mitigate~~ion of assaultive behavior training at the District's cost~~ crisis risk behavior.

For SPPA:

~~A~~ NG & R
SFB L AJ
MS

For District

Ja MB JB
KH^o TC TK
LS DW TM
NL *Marcela Lane*

ARTICLE 11: WORKLOADS

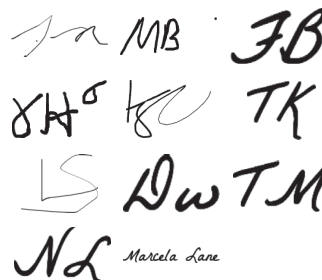
- 11.1 Except in severely unusual circumstances, the District will maintain the following workloads:
 - 11.1.1 High School Counselors (except at specialty/alternative high schools) Maximum 575 pupils, plus a pool of 150 pupils at each high school to be assigned as needed.
 - 11.1.2 Specialty/Alternative High School Counselors - Maximum 450 pupils
 - 11.1.3 Speech Language Pathologist
Related Services - Maximum district-wide average of 55
Special Day Class - Maximum district-wide average of 12, with individual maximum of 14
 - 11.1.4 High School ~~Guidance-Chair~~ Head Counselors- Maximum – 250 pupils-
- 11.2 For all other unit members not listed above, the District will not increase the average workload that existed in 1984-1985 unless the funding sources are decreased. If the funding sources are reduced, the District will notify the Association and provide the opportunity to bargain the changes made necessary by the decrease in funding. If any unit members not listed above are cut from services or there is an increase in the work load, the designated supervisor, along with the unit members affected, shall develop written priorities of services/duties. These priorities may be site or District-based, depending on the circumstance of the cuts.
- 11.3 For purposes of implementing the workload maxima, the District will use the enrollment projections prepared by the Superintendent or designee in the spring of the prior year. Staffing will be based on these workload maxima using the enrollment projections. Reasonable efforts will be made to avoid split assignments. The District has the discretion to add additional staff.

For SPPA:



 NG & R
 SJBL AJ
 JS

For District:



 MB JB
 H TK
 LS DW TM
 NL *Marcela Lane*

ARTICLE 12: PROFESSIONAL DUES DEDUCTIONS

12.1 Any unit member who is a member of the Association in good standing by payment of monthly dues in accordance with its constitution and by-laws thirty (30) days after ratification of this Agreement, and all unit members who become members after that date shall maintain their dues deductions in the Association for the duration of this Agreement.

12.2 Employee Rights

12.2.1 The District and the Association recognize the right of employees to form, join and participate in lawful activities of employee organizations and the equal, alternative right of employees to refuse to form, join and participate in employee organizations as specified by the Education Employment Relations Act. Neither party shall exert pressure upon nor discriminate against a unit member in the exercise of these alternative rights.

12.2.2 Accordingly, membership in the Association shall not be compulsory. A unit member has the right ~~to choose either: to become a member of the Association; or to pay the Association a fee for representation services; or to refrain from either of the above courses of action upon the grounds set forth in Section 12.6 below.~~ or to refrain from becoming a member of the association.

12.3 The District will provide SPPA with contact information on the SPPA unit members, which will also include new hires. The information will be provided to the Association President in digital or electronic format once a month. The contact information will include the following items (if provided by the employee):

- i. Name
- ii. Home Address
- iii. Phone Numbers – work, home and cellular
- iv. Personal (non-District) Email Addresses
- v. School Site
- vi. Hire Date
- vii. Seniority Date
- viii. Full Time Equivalent (FTE) status
- ix. Employment Status (i.e., Probationary, Permanent, Intern)
- x. An indication of whether the District is deducting dues for membership

12.4 New Employee Orientation

The District will provide SPPA access and notice to the new employee orientations no less than ten (10) days' notice in advance of orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that were not reasonably foreseeable.

For SPPA:

NG & R
SJ BL AJ
MS

For District:

MB JB
KH TK
LW TM
NL *Marcela Lane*

ARTICLE 13: HOURS

- 13.1 The major effort of SPPA, Inc. unit members shall be directed toward activities that promote the educational process **and student health and wellness**. As professionals, unit members are expected to devote to their assignment the time necessary to meet their responsibilities.
- 13.2 Parent conferences required by the District will usually be scheduled during the workday, but other conferences, if needed, will be held at mutually convenient times.
- 13.3 Effective July 1, 2017, all unit members will work a professional work day; which in no case is less than seven (7) hours. The professional workday includes a daily, unpaid, thirty (30) minute, duty-free lunch.
- 13.4 Starting and ending times of SPPA, Inc. unit members assigned to more than one (1) site must be scheduled by mutual written agreement of the unit member and/or site administrator(s). If mutual agreement cannot be reached, the appropriate central office administrator will make the final decision as to starting and ending times. Unit members assigned to more than one site per week will sign in on arrival at the site and sign out on departure.
- 13.5 Unit members may be requested to attend school faculty meetings on an alternating basis in the schools they serve during the school year.
- 13.6 Professional Development

Two (2) professional development days will be offered for all unit members at their per diem rate of pay (timesheet required).

Members of this bargaining unit may be assigned up to eight (8) hours of required in-service meetings during each year of this Agreement, subject to the following:

- 13.6.1 No more than four (4) meetings will be scheduled.
- 13.6.2 Meetings will be scheduled on school days between 7 a.m. and 6 p.m., except by mutual agreement.
- 13.6.3 Unit members will receive one (1) week advance notice for scheduled meetings.
- 13.6.4 Additional in-service meetings may be scheduled by mutual agreement, or may be attended on a voluntary basis.
- 13.7 Procedure for Voluntary Reduction of Hours/Day
- 13.7.1 SPPA, Inc. unit members desiring to reduce hours and/or workdays must apply to the appropriate administrator by May 1 for the following school year. The request will be honored to the extent possible.

13.7.2 In the event two (2) or more SPPA, Inc. unit members within the same classification apply for the same reduction of hours/days in any one-year, the granting of such reduction shall be based on student and/or program need. No senior member within the same classification shall be denied a request for a reduction of days or hours if an SPPA, Inc. unit member with less seniority is granted a request.

13.7.3 This shall not inhibit a granting of reduction of hours during a current year by mutual agreement.

13.8 Job Sharing

13.8.1 With the prior written approval of the appropriate supervisors and the Assistant Superintendent, Human Resources, permanent SPPA, Inc. unit members in the same classification may volunteer to share full-time SPPA, Inc. assignments. Approval will be based on finding suitable replacements. Approval of such job sharing will be based upon educationally sound principles and assurance that the students involved will not be adversely affected by such an assignment. Approval will also be based on similar treatment and fair opportunity for all permanent unit members considering the needs and responsibilities of the District.

13.8.2 In those instances where job sharing is approved, the assignment will be for one (1) year at a time. Extension of such an assignment will be based upon an evaluation of the successful completion of the educational goals and objectives set forth at the beginning of the assignment. There is no automatic right to an extension.

13.8.3 It is understood that the equivalent of one (1) fringe benefit package will be paid for each full-time equivalent position. All leaves will be prorated.

13.8.4 The SPPA, Inc. unit members will clearly delineate in writing the duties and responsibilities of each SPPA, Inc. unit member such that all duties required of a full-time SPPA, Inc. unit member in that classification are assigned and performed. The listing of duties and responsibilities will be approved in advance by the appropriate supervisor.

13.9 Mandatory Meetings

Whenever reasonable, mandatory meetings involving SPPA, Inc. members in the District shall be scheduled with at least one (1) calendar week notice to the SPPA, Inc. unit member. There may be circumstances when it is not reasonable to provide a calendar week of notice.

For SPPA:

NG & R
SFB LAJ
MS

For District:

MB JB & H
TK LS DW
TM NL *Marcela Lane*

ARTICLE 14: ASSOCIATION RIGHTS AND RESPONSIBILITIES

14.1 In each school site, one (1) bulletin board or a section of a bulletin board, not to exceed 48" x 48" shall be designated as the official bulletin board available to the Association to post notices of Association concern.

~~14.2 Names and work locations of unit members shall be reported effective October 15 of each year and five (5) copies shall be made available to the Association. Updates of personnel changes within the unit shall be made available to the Association within one (1) month after hire.~~

14.32 Contract Benefits

The District shall provide SPPA, Inc., board members with ~~twenty-five (25)~~ printed copies of this Agreement within seventy-five (75) days of ratification. An SPPA, Inc., member can ask for a printed copy of the SPPA, Inc., Agreement to be provided by the district. An editable electronic copy of this Agreement shall be given to the SPPA, Inc., Secretary and Negotiations Chairperson.

14.43 The District shall grant up to twenty (20) days of paid leave and provide a substitute, if necessary, to the President of the Association or designee for the purpose of implementing provisions of this Agreement.

14.54 The District agrees to make available copies of District policies at work locations throughout the District and provide one (1) copy to the Association President.

14.65 The District agrees that the Association shall have the right to use District facilities, including equipment, at reasonable times subject to the approval of appropriate District officials.

14.76 The District shall take appropriate precautions to safeguard the Social Security numbers of unit members.

For SPPA:

A NG L R
S J B L A J
J S

For District:

J M B J B
S H S K T K
L S D W T M
N L *Marcela Lane*

ARTICLE 15: GRIEVANCE PROCEDURE

15.1 Definition

- 15.1.1 For purposes of this Agreement, a grievance is defined as a dispute between the District and the SPPA, Inc. unit member covered hereby with respect to an alleged violation of the specific provision(s) of this Agreement that adversely affects a member of the unit.
- 15.1.2 Prior to the utilization of the grievance procedure, the unit member must discuss any problem in an informal conference with his/her immediate supervisor and/or responsible administrator. This shall be arranged by the supervisor and/or the responsible administrator at a mutually convenient time. Other persons may be present only with the consent of the supervisor and/or the responsible administrator or unit member.

15.2 Grievance Procedure15.2.1 Level I

In the event the matter is not resolved at the informal conference, the unit member may present a grievance in writing to the administrator with immediate administrative responsibility and authority to adjudicate the grievance.

- 15.2.1.1 The grievance shall be on the form provided by the District. All pertinent information as defined by management must be supplied.
- 15.2.1.2 The written grievance must be presented within ten (10) working days after the preliminary process (as described in 15.2.1) has been observed or at the latest within thirty (30) working days of when the grievant either knew or should have known of the issues giving rise to the grievance.
- 15.2.1.3 Either party may request a personal conference within five (5) working days of the receipt of the grievance by the supervisor.
- 15.2.1.4 If a conference is requested, such conference shall be held within five (5) working days of such request, to be arranged by the supervisor at a mutually convenient time.
- 15.2.1.5 The supervisor shall present his/her answer in writing to the grievant within five (5) working days of the conference or ten (10) working days after receipt of level I, whichever is later.
- 15.2.1.6 If no answer is received within the time limit established (in 15.3.1.5), the grievance is deemed answered by denial at that time.

15.2.2 Level II

If satisfactory settlement cannot be obtained at Level I, the grievant may appeal the decision on the form provided by the District to the Superintendent's office or designee within five (5) working days after receiving the Level I answer.

15.2.2.1 A conference may be requested by either party and shall be held with the grievant within five (5) working days of the receipt of the Level I appeal. This conference shall be arranged at a mutually convenient time. The Level I administrator may also be present at the conference.

15.2.2.2 The Superintendent of Schools or authorized designee may present an answer to the grievant in writing within five (5) working days after the date of the conference.

15.2.2.3 If no answer is received at Level II within the time limit established (in 15.3.2.2), the appeal may be considered answered by denial and may be submitted at Level III.

15.2.3 Level III: Mediation

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

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

15.2.3.3 The California Mediation and Conciliation Service will appoint a mediator (who shall be mutually acceptable to the District and Union) within ten (10) workdays of receipt of letter, who shall attempt to resolve the grievance. If for any reason the California Mediation and Conciliation Service

fails to or refuses to act as provided herein, the Parties shall meet and seek alternative mediation methods.

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

15.2.3.5 The cost of the mediation shall be mutually borne by both parties.

15.3.1 Level IV

If satisfactory settlement cannot be obtained at Level III, the decision may be referred to a hearing officer within ten (10) working days of the conclusion of the mediation or by agreement of the parties.

15.3.3.1 The hearing officer so selected shall hold hearings and shall issue recommendations not later than twenty (20) working days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements have been submitted to the hearing officer.

15.3.3.2 The hearing officer's recommendation shall be in writing and shall set forth findings of fact, reasoning and conclusions on the issues submitted.

15.3.3.3 The hearing officer shall be without power or authority to make any recommendations which require the commission of an act prohibited by law or which violate the terms of this Agreement or which tend to add to, subtract from or modify any of its terms. The decision of the hearing officer shall be final and binding on the parties.

15.3.3.4 The cost of any hearing officer, including any transcripts, will be mutually borne by the parties.

15.4 General Provisions

15.4.1 The grievant ~~must~~ may be personally present at each level of the grievance procedure, at mutual agreement of the district and SPPA President.

15.4.2 The grievant may request a representative at any stage in the grievance procedure. Such representative shall be limited to one person at all levels unless the District has more than one person in attendance to represent the District's position.

15.4.3 All conferences and investigations by or on behalf of the grievant pursuant to the procedure shall be conducted outside of the time the grievant or other person involved is responsible for students, when possible, unless mutually agreed to by the employee and the District.

15.4.4 The date of receipt of each writing required pursuant to this procedure shall be determined as follows:

15.4.4.1 The day such writing is personally delivered to the recipient or the day after such writing is deposited in the United States certified mail, addressed to the recipient at his last known home address.

15.4.4.2 For purposes of this procedure, the term writing shall include the grievance, the grievance appeal, and the answer to the grievant or grievance appeal or any other required writing.

15.5 The presence of advisors may be requested at any stage of the procedure by the administrator hearing the grievance or the grievant.

15.6 Requests for necessary and relevant information shall be made prior to any conference at the beginning level. Clarification of information shall be granted, but new issues beyond those originally presented shall not be introduced at any succeeding level.

15.7 The District, the Association and the employee shall have the right to all pertinent materials.

15.8 Time limits set forth in this procedure may only be extended by mutual written consent of the grievant and the Superintendent or designee.

15.9 If an administrator hearing a grievance denies the grievance for procedural reasons, the grievant may only appeal the procedural issue. If on appeal the procedural decision is reversed, the appeal must be returned to the administrator originally making the procedural decision.

15.10 Until final disposition of a grievance takes place, the grievant is required to conform to the original direction of his/her supervisor, unless otherwise mutually agreed to.

15.11 Resolution of an individual grievance shall be deemed to rectify the grievance only and in no way shall be deemed as precedent.

15.12 Disposition of grievances shall not be used in the evaluation of employees. A grievant may terminate a grievance at any time.

15.13 Information pertaining to the filing and resolution of a grievance shall not become part of the official personnel file of the employee.

For SPPA:

For District:

Handwritten initials for SPPA: NG & R, SJ BL AJ, JS

Handwritten initials for District: MB, JB, SH, TK, LS, DW, TM, NL, Marcela Lane

ARTICLE 16: HEALTH AND WELFARE BENEFITS

16.1 Payments and Continuation of Payments

The District benefits contribution will increase to \$1609.30 per month.

Each eligible unit member who selects the more costly HMO or PPO medical plan will be obligated to pay the full difference above the District contribution. The amount of the "buy up" will be set prior to the beginning of each fiscal year and may increase over the amount for the prior fiscal year. Unit members must complete an Employee Benefit Enrollment Form in order to participate in the benefit plans to indicate their plan selection(s) and authorize the deduction of the "buy up" via payroll deduction.

The failure of a unit member to pay their share of the benefit premium will result in cancellation of insurance for the spouse and/or the employee (as applicable) for non-payment of premiums.

SPPA, Inc. will be invited to participate in the District's Health Benefits committee along with District representatives from the Human Resources Department and Business Office and representatives from various bargaining units. The purpose is to review, analyze and recommend plan designs and providers for health care.

The District will offer a medical rebate in the amount of \$739.90 per month for members on or before June 30, 2015. Eligible unit members hired after June 30, 2015 shall receive a medical rebate capped at the amount of \$283 per month.

16.2 Health Insurance

Unless otherwise agreed, the District will offer each eligible unit member a choice of at least two (2) District approved HMO plans and one (1) District approved PPO medical plan throughout the term of the Agreement. No change will be made unless SPPA, Inc. and the District negotiate such a change.

16.3 Vision Care

The District will offer each eligible unit member the vision plan including options for dependent/spouse coverage provided through the district approved plan.

16.4 Dental Coverage

The District will provide dental coverage for unit members including options for spousal/dependent coverage, under the District plan for the duration of this agreement. The maximum benefit amount will be \$1,500 per covered individual. The plan will be subject to the health benefit allowance.

16.5 Mental Health/Chemical Dependency

The District will offer each eligible unit member a mental health/chemical dependency program through the District's carrier. The plan will be subject to the health benefit allowance.

16.6 Internal Revenue Code Section 125 Plan

The District will maintain a Medical Premium only Section 125 Plan for each unit member who, in writing, enrolls in the Section 125 Plan.

16.7 Early Retirement Options (Retired Consultants)

The District may provide a voluntary part-time employment plan for unit members between the ages of fifty-five (55) and ~~sixty-five (65)~~ members reaching their **seventy seventieth (70) birthday during the school year**, in accordance with the provisions of Education Code Section 44922.

16.7.1 An employee may not participate in part-time employment under this section after age ~~sixty-five (65)~~ **seventy (70)**. Unit members in the program who reach age ~~sixty-five (65)~~ **seventy (70)** during the school year may continue through the remainder of the school year.

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

16.8 Early Retirement Options

16.~~8.1.1~~**7.3** To be eligible for consideration for the Early Retirement Plan, the unit member is subject to the terms below:

16.~~8.1.1~~**7.3.1** Have a minimum of ten (10) years of service in the District in a position requiring certification;

16.~~8.1.2~~**7.3.2** be between ages of fifty-five (55) and employee reaching their 70th birthday during the school year. ~~sixty-five (65)~~ **seventy (70);**

16.~~8.1.3~~**7.3.3** have proposed the contract retirement voluntarily.

16.~~8.2~~**7.4** The retiree may serve ~~forty-five (45 days)~~ **up to 270 hours** compensated per the Retired Consultant hourly rate (For 21-22 the rate is \$50.98) and will receive the same salary increases as other SPPA members who receive on salary increases in subsequent years ~~per—school year at the following compensation: per diem rate at Step A, Column 1 of the current SPPA, Inc. salary schedule for the position the unit member last held prior to retirement.~~ This figure shall not exceed the STRS/PERS maximum allowable earnings. The schedule of payment shall be as requested by the retiree within the constraints of the law.

16.~~9~~**8** Accumulated Sick Leave

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

Number of Days of Accumulated Sick Leave =
Number of days in the School Year

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

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

16.110 Fringe Benefits for Early Retirees and Dependents

16.110.1 Unit Members Hired Prior to July 1, 2003

Any qualifying unit member participating in the early retirement plan, who retires under STRS regulations shall receive from the District the full cost of the least expensive medical plan, which includes, dental, chiropractic, and vision insurance. Any qualified SPPA, Inc. member will have the same right as active employees to select a more costly HMO or PPO medical plan and will be obligated to pay the full difference above the least expensive plan. This benefit will last for ten (10) years or until the qualifying member is eligible for Medical/Medicare, or until age sixty-five (65), whichever comes first. After age sixty-five (65), the retiree shall be eligible to purchase insurance at the District rate.

16.110.2 SPPA, Inc. Members Hired After July 1, 2003

Any qualifying SPPA, Inc. member who retires under STRS regulations shall receive from the District the same medical plan options as active SPPA, Inc. members. Any qualifying SPPA, Inc. member participating in the early retirement plan shall be required to make the same proportional payment for the medical plan. SPPA, Inc. and the District reserve the right to mutually amend or modify this benefit for current or future SPPA, Inc. members.

This benefit will last for ten (10) years or until the qualifying member is eligible for Medical/Medicare, or until age sixty-five (65), whichever comes first.

16.110.3 A retiree who qualifies for paid benefits as set forth in Sections 16.11.1 or 16.11.2 above, may also purchase at District cost, the insurance coverage for the unit members eligible dependent(s).

16.110.4 A surviving dependent of an early retiree shall have the right to purchase benefits in accordance with the law.

16.121 Fringe Benefits for Temporary Contract Unit Members

16.121.1 A temporary contract unit member employed at the end of the school year who has provided service to the District at least seventy-five percent (75%)

of the year shall receive fringe benefit coverage through the following August.

16.1~~2~~1.2 All other temporary contract unit members will receive fringe benefit coverage only while in paid status with the District.

For SPPA:

A NG L R
S F B L A J
MS

For District:

JR MB JB
SH⁶ KC TK
LS DW TM
NL *Marcela Lane*

ARTICLE 17: WAGES

- 17.1 A daily rate of pay is established by dividing the scheduled number of workdays into the annual salary. Upon prior approval of the District, employees who work in excess of their contracted number of days shall be paid at the hourly rate of pay for each hour or partial hour worked.
- 17.1.1 An hourly rate of pay is established by dividing the employee's daily rate by the number of hours in the employee's workday.
- 17.2 Unit members will be paid according to the schedules that are incorporated herein by reference.
- 17.2.1 New employees with previous experience will be given year for year experience credit up to ~~eight (8)~~ ten (10) years. The new employee must have held the appropriate credential during all prior experience. This provision does not apply to ~~new-qualified nursing employees~~ School Nurses, Speech Language Pathologists, and Psychologists.
- 17.2.2 Unit members shall receive equal monthly paychecks per fiscal year depending on months worked.
- 17.2.3 ~~For the 2018-2019 academic year, the new Daily Rate Schedules begin retroactively to July 1, 2018.~~
- ~~For the 2019-2020 academic year, the new Daily Rate Schedules begin retroactively to July 1, 2019.~~
- For the 2020-2021 school year, a 2% on salary schedule wage increase effective, July 1, 2020, for SPPA members employed upon ratification of this agreement.
- For the 2021-2022 academic year, SPPA Inc. members shall receive ~~a one time 4% off 3% on~~ 4% on salary schedule increase effective July 1, 2021 for SPPA members employed upon ratification of this agreement.
- ~~17.2.4 For the 2018-2019 academic year, career increments will be increased by two point nine percent (2.9%). (See Appendix)~~
- ~~For the 2019-2020 academic year, career increments will be increased by two (2%) percent. (See Appendix)~~
- For the 2020-2021 academic year, Career Increments will be increased by two (2%) percent. (See Appendix)
- For the 2021-22 academic year, Career Increments will be increased by ~~three (3%)~~ four (4%) percent.
- 17.2.5 ~~Upon ratification and effective July 1, 2018, a one-time, one point seven percent (1.7%) off schedule payment, shall be paid to Psychologists and Psychologist Chair, based on the adopted 2018-2019 salary schedule.~~

17.3 Degree Increment – From an accredited institution (will be increased by 4% for 21-22)

- 17.3.1 Master's Degree: \$1630 1695 per year.
Ph. D/Ed.D Degree \$ 3259 3389 per year.

17.4 Career Increment

~~For the 2018-19 academic year, career increments were increased by 2.9% as reflected below. From the 2019-2020 academic year forward, Career Increments will be increased by the same percentage applied to the salary schedules as of July 2018 and as listed in Section 17.2 above.~~

For the 2020-2021 academic year, career increments were increased by two (2%) percent as reflected below. From the 2020-2021 academic year forward, Career Increments will be increased by the same percentage applied to the salary schedules as of July 2020 and as listed in section 17.2 above. (will be increased by 4% for 21-22)

18-23 years	\$1907 <u>2024</u>
24-30 years	\$3819 <u>4052</u>
31+ years	\$5727 <u>6076</u>

17.5 Step Requirements-Salary Schedule Advancement

The advancement on the salary schedule shall be at the beginning of the school year. It shall be at the rate of one (1) step for each year of experience. If a SPPA Member is employed for seventy five percent (75%) of the school year, credit shall be given for that years' experience. All course work for salary schedule advancement must be completed prior to the first day of the employee's work year, in order to move over on the salary schedule for the current school year.

Salary schedule advancement will ~~occur~~ take effect the following month after completion of all coursework, pending receipt of official transcripts no later than November 1st. Should there be a delay in processing, the district will retroactively pay accordingly.

- 17.6 Upper division and graduate courses may be taken for salary advancement without prior approval. A SPPA Member may receive credit for no more than fifteen (15) ~~thirty (30)~~ such units taken in one (1) year, unless given ~~only with the~~ prior approval of the District.

- 17.7 Vertical advancement on the salary schedule for a part-time SPPA Member occurs only after accumulation of experience equal to a full year of service.

17.8 Unit Conversion

Quarter units are converted to semester units by multiplying the quarter units by 2/3. If this multiplication results in a fraction that, when added to the other semester units, is within

1/2 unit from the required units for qualifying for the next column, then the fraction shall be rounded up to the next whole number; and the ~~teacher~~ SPPA, Inc., shall be placed on the next column.

17.9 The District shall provide each SPPA Member a statement once per year of the number of units that the District has on file for ~~him/her~~ them . The SPPA Member must make a written request for such statement

17.10 Lower division course units may be applied for advancement on the salary schedule only after prior approval by the Assistant Superintendent or designee.

17.11 Notification to Change Class on Salary Schedule

17.11.1 “Application for Transfer to Higher Classification on Salary Schedule” must be filed with the Human Resources Office.

17.11.2 Official transcripts must be on file in the Human Resources Office on or before November 1 to be considered for salary purposes for the current school year. Course work must have been completed prior to the first day of the employee's work year. The November 1 deadline is only for providing transcripts for verification of completion of units, prior to the first day of the employee's work year. It is the responsibility of the SPPA Member to obtain transcripts for the Human Resources Office before this deadline. Transcripts received after this deadline shall not be considered for change in salary until the succeeding year. DISTRICT COUNTER - ORIGINAL LANGUAGE 5/31/22

17.12~~5~~ Minimum Salary Payment

Provided funding is received from the State, the District will pay any unit member who qualifies pursuant to Education Code Section 45023.4 a minimum payment as allowed by law.

17.13~~6~~ Daily Rate Schedules: (See Appendix)

17.14.1~~7~~ There will be a separate agreement regarding employment for extended year programs. Employees working in extended year/summer programs will be paid at the hourly rate as stated in 17.1.1.

17.15 ~~8~~ Professional continuing education credits needed by nurses and Speech Language Pathologists to maintain their state license may be used as academic credit for the purpose of salary schedule advancement. Only fifteen (15) ~~thirty (30)~~ units of such credit may be used for salary advancement in any school year, unless the employee obtains prior approval from the appropriate District administrator for application of additional credits.

17.15.19 Planning and Preparation

Speech Language Pathologists assigned to Special Day/Communicatively Disabled (SDC/CD) elementary classrooms shall receive planning and preparation pay in the amount of \$1,000.00 per year.

17.17~~10~~ Licensure and Certification Stipends

17.17.1 Speech Language Pathologists, SDC/CD teachers, SLP chair shall receive the following:

- 1) A stipend of \$1,000 per year for National Licensure
- 2) A stipend of \$2,000 per year for State and National Licensure

17.18 Early Retirement Options for Retired Consultants

The District shall provide a voluntary Early Retirement Plan for retired SPPA, Inc., members between the ages of 55 and ~~70~~. employees reaching their 70th birthday during the school year.

17.18.1 To be eligible for the Early Retirement Plan, the retired SPPA, Inc., member must:

- a. have a minimum of ten (10) years of continuous service to the District in a position requiring certification (See Ed Code 44922)
- b. be between the ages of 55 and 70;
- c. have proposed the contract retirement voluntarily.

17.18.2 The retiree shall be provided opportunity to serve for no more than 270 hours per school year as a Retired Consultant, compensated per the Retired Consultant hourly rate (For 21-22 the rate is \$50.98) and will receive the same salary increases as other SPPA members who receive on salary increases in subsequent years. This number of hours allowed shall not exceed the STRS (State Teachers' Retirement System) or PERS maximum allowable earnings. Payment shall be made upon completion of services, as indicated on the appropriate time sheet and submitted to payroll.

This position is only considered "seasonal" in the sense that it is characterized by full-time shifts/days and sometimes full-time weeks, but only for limited portions of the year rather than the full year.

Subject to the sole initiative of the District, the District and Association may at any time mutually approve any Retired Consultant for additional hours beyond the annual limit above. Hours approved must still be limited such as the Retired Consultant's income would not exceed the STRS or PERS maximum allowable earnings and it remains the member's responsibility to verify their earnings and limits with CalSTRS beforehand and throughout the process. Neither part is under obligation to approve or to initiate. The assignment for a retired consultant position will be agreed upon by a supervisor, the Research Department and Human Resources.

17.18.3 The retiree shall perform services mutually agreed upon by the parties which meet the needs of the District.

17.18.4 The District shall provide not fewer than forty-two (42) slots (positions) for all retired consultants, including retired SPPA members. SPPA members entering this program will be provided the option of serving for two (2) years. When slots are vacant, the Education Code and STRS allow, and there is District approval, retirees who have served a minimum of two (2) years may be granted additional yearly contracts.

17.18.5 Working Hours

Hours for a Retired Consultant working at a school site shall be the same as SPPA members at that school site. Any travel time from one site to another site shall be counted as part of their work day.

Such work in the District offices, Special Education Office, support services buildings will be the same work hours as that of the staffs at those particular departments/sites.

With special projects assigned to a Retired Consultant, the hours will be mutually agreed upon by the District and Employee.

Non-site hours will be up to eight (8) ~~seven (7)~~ hours per day inclusive of lunch.

17.18.6 Retirees wishing to modify their daily work schedule must submit a request in writing and obtain approval from the Assistant Superintendent of Human Resources or designee. A single final shortened shift (to arrive precisely at the annual limit of hours) shall be automatically considered valid and approved.

17.18.8 Retirement Notice Incentive

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

17.19 SPPA Retired Substitutes

The daily rate for will be based on column 1A of schedule 03SQ

17.19.2 Long-Term Substitutes (days 1-18)

The assignment for a long term substitute position taking on caseloads or an agreed upon assignment, shall be paid \$350 a day. The assignment will be agreed upon by a supervisor and Human Resources.

17.19.4 After eighteen (18) consecutive days in the same assignment, a SPPA retiree shall be paid according to the appropriate placement on the SPPA salary schedule at the time of their retirement.

17.20 Bilingual Stipend

Unit members shall receive a stipend of \$2,000/annually who qualify as functionally bilingual in any language in addition to English (including ASL) as determined by at least one of the following:

- *certificate of biliteracy; or
- *bachelor’s degree or greater in the language; or
- * any certification that would qualify SPPA, Inc., as a translator/interpreter; or
- * any language proficiency verification/testing mutually agreeable to the District and Association; or
- * other verification mutually agreeable to the District and Association.

Any member applying and qualifying for the bilingual stipend agrees to be included in an internal-eyes-only District list of “voluntary language-support” personnel. While inclusion on this list does not itself obligate any member to provide language-related assistance, it is the intent that broad transparency among District employees can naturally lead to meaningful interdependence in connecting with students and families.

For SPPA:

* NG & R
 SJ BL AJ
 MS

For District:

In MB JB
 SH⁵ KC TK
 LS DW TM
 NL *Marcela Lane*

ARTICLE 20: REOPENERS ON SCOPE & DURATION OF AGREEMENT

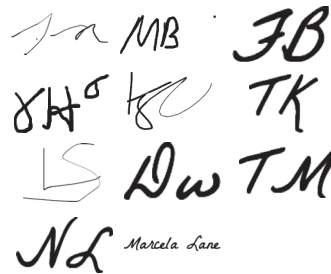
- 20.1 In the event that the scope of negotiations as defined in the EERA is changed, altered or amended by action of the PERB or by legislative act, the parties agree to meet within thirty (30) days of the effective date of such action to negotiate such changes as may be required to conform the Agreement according to the legislative or administrative intent.
- 20.2 This Agreement shall be effective retroactive to July 1, ~~2018-2021~~, and shall continue in effect until midnight June 30, ~~2021-2024~~. In the last year of this Agreement, the Association shall present its full written proposal to the District no later than the first Tuesday in February. A public hearing shall be held within ten (10) working days to effectuate the purposed of Government Code Section 3547.
 - 20.2.1 For the ~~18-19~~ ~~21-22~~ school year, the SPPA, Inc., contract will be closed. There will be reopeners for the ~~19-20~~ ~~22-23~~ and ~~20-21~~ ~~23-24~~ school years for salary and benefits and the District and SPPA, Inc., will each have the right to designate two (2) additional articles each year for reopeners.
- 20.3 The District shall make known its proposals in a timely manner after SPPA, Inc., has presented its full written proposal. Negotiations shall commence on these proposals within fifteen (15) workdays after the adoption of the proposals by the Board. Members of the unit negotiating for the Association on release time shall not exceed the number of District negotiators, and no unit member shall be released for more than three (3) hours in any school week unless agreed to in writing by the parties.

For SPPA:



 NG & R
 SJ BL AJ
 JS

For District:



 MB JB
 SH TK
 LS TM
 NL *Marcela Lane*

ARTICLE 16: HEALTH AND WELFARE BENEFITS

Article 16 remains status quo. Due to the pandemic there was not an opportunity to negotiate health and welfare benefits for 2020-2021.

16.1 Payments and Continuation of Payments

The District benefits contribution will increase to \$1609.30 per month.

Each eligible unit member who selects the more costly HMO or PPO medical plan will be obligated to pay the full difference above the District contribution. The amount of the "buy up" will be set prior to the beginning of each fiscal year and may increase over the amount for the prior fiscal year. Unit members must complete an Employee Benefit Enrollment Form in order to participate in the benefit plans to indicate their plan selection(s) and authorize the deduction of the "buy up" via payroll deduction.

The failure of a unit member to pay their share of the benefit premium will result in cancellation of insurance for the spouse and/or the employee (as applicable) for non-payment of premiums.

SPPA, Inc. will be invited to participate in the District's Health Benefits committee along with District representatives from the Human Resources Department and Business Office and representatives from various bargaining units. The purpose is to review, analyze and recommend plan designs and providers for health care.

The District will offer a medical rebate in the amount of \$739.90 per month for members on or before June 30, 2015. Eligible unit members hired after June 30, 2015 shall receive a medical rebate capped at the amount of \$283 per month.

16.2 Health Insurance

Unless otherwise agreed, the District will offer each eligible unit member a choice of at least two (2) District approved HMO plans and one (1) District approved PPO medical plan throughout the term of the Agreement. No change will be made unless SPPA, Inc. and the District negotiate such a change.

16.3 Vision Care

The District will offer each eligible unit member the vision plan including options for dependent/spouse coverage provided through the district approved plan.

16.4 Dental Coverage

The District will provide dental coverage for unit members including options for spousal/dependent coverage, under the District plan for the duration of this agreement. The maximum benefit amount will be \$1,500 per covered individual. The plan will be subject to the health benefit allowance.

Handwritten signature: A L R S J B L A J J S

Handwritten signature: J M N L

16.5 Mental Health/Chemical Dependency

The District will offer each eligible unit member a mental health/chemical dependency program through the District's carrier. The plan will be subject to the health benefit allowance.

16.6 Internal Revenue Code Section 125 Plan

The District will maintain a Medical Premium only Section 125 Plan for each unit member who, in writing, enrolls in the Section 125 Plan.

16.7 The District may provide a voluntary part-time employment plan for unit members between the ages of fifty-five (55) and sixty-five (65), in accordance with the provisions of Education Code Section 44922.

16.7.1 An employee may not participate in part-time employment under this section after age sixty-five (65). Unit members in the program who reach age sixty-five (65) during the school year may continue through the remainder of the school year.

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

16.8 Early Retirement Options

Upon agreement of the parties, the District shall provide a voluntary Early Retirement Plan for unit members between the ages of fifty-five (55) and sixty-five (65).

16.8.1 To be eligible for consideration for the Early Retirement Plan, the unit member is subject to the terms below:

16.8.1.1 have a minimum of ten (10) years of service in the District in a position requiring certification;

16.8.1.2 be between the ages of fifty-five (55) and sixty-five (65);

16.8.1.3 have proposed the contract retirement voluntarily.

16.8.2 The retiree may serve forty-five (45) days per school year at the following compensation: per diem rate at Step A, Column 1 of the current SPPA, Inc. salary schedule for the position the unit member last held prior to retirement. This figure shall not exceed the STRS/PERS maximum allowable earnings. The schedule of payment shall be as requested by the retiree within the constraints of the law.

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

16.9 Accumulated Sick Leave

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

$$\frac{\text{Number of Days of Accumulated Sick Leave}}{\text{Number of days in the School Year}} =$$

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

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

16.11 Fringe Benefits for Early Retirees and Dependents

16.11.1 Unit Members Hired Prior to July 1, 2003

Any qualifying unit member participating in the early retirement plan, who retires under STRS regulations shall receive from the District the full cost of the least expensive medical plan, which includes, dental, chiropractic, and vision insurance. Any qualified SPPA, Inc. member will have the same right as active employees to select a more costly HMO or PPO medical plan and will be obligated to pay the full difference above the least expensive plan. This benefit will last for ten (10) years or until the qualifying member is eligible for Medical/Medicare, or until age sixty-five (65), whichever comes first. After age sixty-five (65), the retiree shall be eligible to purchase insurance at the District rate.

16.11.2 SPPA, Inc. Members Hired After July 1, 2003

Any qualifying SPPA, Inc. member who retires under STRS regulations shall receive from the District the same medical plan options as active SPPA, Inc. members. Any qualifying SPPA, Inc. member participating in the early retirement plan shall be required to make the same proportional payment for the medical plan. SPPA, Inc. and the District reserve the right to mutually amend or modify this benefit for current or future SPPA, Inc. members.

This benefit will last for ten (10) years or until the qualifying member is eligible for Medical/Medicare, or until age sixty-five (65), whichever comes first.

16.11.3 A retiree who qualifies for paid benefits as set forth in Sections 16.11.1 or 16.11.2 above, may also purchase at District cost, the insurance coverage for the unit members eligible dependent(s).

16.11.4 A surviving dependent of an early retiree shall have the right to purchase benefits in accordance with the law.

16.12 Fringe Benefits for Temporary Contract Unit Members

- 16.12.1 A temporary contract unit member employed at the end of the school year who has provided service to the District at least seventy-five percent (75%) of the year shall receive fringe benefit coverage through the following August.
- 16.12.2 All other temporary contract unit members will receive fringe benefit coverage only while in paid status with the District.

ARTICLE 17: WAGES

- 17.1 A daily rate of pay is established by dividing the scheduled number of workdays into the annual salary. Upon prior approval of the District, employees who work in excess of their contracted number of days shall be paid at the hourly rate of pay for each hour or partial hour worked.
- 17.1.1 An hourly rate of pay is established by dividing the employee's daily rate by the number of hours in the employee's workday.
- 17.2 Unit members will be paid according to the schedules that are incorporated herein by reference.
- 17.2.1 New employees with previous experience will be given year for year experience credit up to eight (8) years. The new employee must have held the appropriate credential during all prior experience. This provision does not apply to new qualified nursing employees, Speech Language Pathologists, and Psychologists.
- 17.2.2 Unit members shall receive equal monthly paychecks per fiscal year depending on months worked.
- 17.2.3 For the 2018-2019 academic year, the new Daily Rate Schedules begin retroactively to July 1, 2018.
- For the 2019-2020 academic year, the new Daily Rate Schedules begin retroactively to July 1, 2019.*
- For the 2020-2021 school year, a 2% on salary schedule wage increase effective, July 1 2020, for SPPA members employed upon ratification of this agreement.**
- 17.2.4 For the 2018-2019 academic year, career increments will be increased by two point (See Appendix)
- For the 2019-2020 academic year, career increments will be increased by two (2%) percent. (See Appendix)*
- For the 2020-2021 academic year, career increments will be increased by two (2%) percent. (See Appendix)**
- 17.2.5 Upon ratification and effective July 1, 2018, a one-time, one point seven percent (1.7%) off schedule payment, shall be paid to Psychologists and Psychologist Chair, based on the adopted 2018-2019 salary schedule.

AS LRSJBL AJ JS

Janet

17.3 Degree Increment – From an accredited institution

- 17.3.1 Master’s Degree: \$1,630/per year.
- Ph. D/Ed.D Degree \$3,259/per year.

17.4 Career Increment

For the 2018-19 academic year, career increments were increased by 2.9% as reflected below. From the 2019-2020 academic year forward, Career Increments will be increased by the same percentage applied to the salary schedules as of July 2018 and as listed in Section 17.2 above.

For the 2020-2021 academic year, career increments were increased by two (2%) percent as reflected below. From the 2020-2021 academic year forward, Career Increments will be increased by the same percentage applied to the salary schedules as of July 2020 and as listed in section 17.2 above.

18-23 years	\$1870	\$1907
24-30 years	\$3744	\$3819
31+ years	\$5615	\$5727

17.5 Minimum Salary Payment

Provided funding is received from the State, the District will pay any unit member who qualifies pursuant to Education Code Section 45023.4 a minimum payment as allowed by law.

17.6 Daily Rate Schedules: (See Appendix)

17.7 There will be a separate agreement regarding employment for extended year programs. Employees working in extended year/summer programs will be paid at the hourly rate as stated in 17.1.1.

17.8 Professional continuing education credits needed by nurses and Speech Language Pathologists to maintain their state license may be used as academic credit for the purpose of salary schedule advancement. Only fifteen (15) units of such credit may be used for salary advancement in any school year, unless the employee obtains prior approval from the appropriate District administrator for application of additional credits.

17.9 Planning and Preparation

Speech Language Pathologists assigned to Special Day/Communicatively Disabled (SDC/CD) elementary classrooms shall receive planning and preparation pay in the amount of \$1,000.00 per year.

17.10 Speech Language Pathologists, SDC/CD teachers, SLP chair shall receive the following:

- 1) A stipend of \$1,000 per year for National Licensure.
- 2) A stipend of \$2,000 per year for State and National Licensure.

Handwritten signature: LRSJBL AJ JS

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