

TENTATIVE AGREEMENT
between Stockton Unified School District (District)
and Stockton Teachers Association (STA)

May 7, 2024

This agreement concludes negotiations on Successor Contract covering 2022-2023, 2023-2024, and 2024-2025 between Stockton Unified School District and the Stockton Teachers Association (STA). The parties hereby agree to the following terms subject to the ratification of STA and the Stockton Unified School District Board of Trustees. All remaining provisions in the current collective bargaining agreement shall remain unchanged and said negotiations will be deemed concluded for the 2022-2023, 2023-2024, and 2024-2025 school years.

1. Article 2: Class Size

A. Class Size – Averages and Maximums – Grade Span Adjustment

1. Parties agree to adhere to the established class size GSA by the state. Chart showing historic incremental phase-in of GSA levels no longer needed.
2. Lab Sciences class size reduction (safety) and annual verification of workstations.
3. Overages to now be applied fractionally for non-traditional class schedules based on number of periods with students (e.g., 1/3 in a 4x4 compared to 1/5 in a traditional)

2. Article 4: Fringe Benefits

A. Healthcare Mitigation agreement incorporated

3. Article 18: Wages

A. Salary increases

1. For 2022-23: \$4,000 added to every annual salary cell as an on-salary increase.
 1. Retroactive payment for 2022-23 on-schedule increase will be for base salary only (i.e. the resulting annual salary number in the schedule cell) for salaried employees. This amounts to a \$4000 on-salary retro.
2. For 2023-24, a 3% on-schedule increase, effective (and retroactive to) July 1, 2023 and a one-time lump sum payment of \$7,500.
3. For 2024-25, a 1% on-schedule increase, effective and beginning July 1, 2024.

The above increases for 2023-2024 and 2024-2025 include: retired consultants; the teacher hourly salary schedule; preschool teachers; long term and daily substitutes; the PAR stipend; all stipends paid off the stipend base salary (extra duty, degrees, SPED, bilingual, athletics, etc.); and extra pay for department chairpersons.

Exclusions:

- Employees who ended employment with the District (by any means besides retirement) with an effective date on or prior to their last contractual workday for 2022-2023 (usually May 30, 2023, but may differ for some positions) are not eligible for the 2022-2023 retroactive pay.
- Employees who ended employment with the District (by any means besides retirement) with an effective date on or prior to their last contractual workday for 2023-2024 (usually May 31, 2024, but may differ for some positions) are not eligible for the 2023-2024 retroactive pay.
- Accordingly, retirees shall not be excluded, and employees who ended employment in SUSD yet finished their contract-year with SUSD are not excluded from retro pay for the year(s) they completed.

Retroactive payments caused by any portion of this particular successor agreement shall be paid no later than the November 2024 pay cycle (or within four months of Agreement ratification, whichever is later), by or before end-of-month, as a separate paycheck.

B. Longevity

1. Implementation will begin July 1, 2025, making 2025-2026 the first year of payments. Beginning at 10 years of in-district consecutive employed time initiating a 2% stipend, then another 1% stipend per 5-year increments, max at 8% for 40 years completed.

C. Stipends

1. Athletics: Substantial reformatting to entire spread of athletics stipends, including a new 5-tier system, various new stipends added, various discretionary stipends added, and multiple-season stipend roles acknowledged.
2. Extra duty: New 5-year system increasing current extra-duty stipends and adding new stipends (Mariachi, SkillsUSA, HOSA, MESA, Mock Trial, Academic Decathlon)
3. Department Chair permanently anchored to stipend base to align with formulas for other stipends
4. National Board Certification now to receive a 1% stipend

D. Other

1. All factors increased (special assignment salary multipliers)
2. CTE placement formula modified (degree requirement replaced by additional VE) with new initial placement applied retroactively for up to 2 years
3. Substitute and Retired Consultant rates increased

4. Article 19

- A. Article purpose and scope expanded from Walton Special Center to address Special Education matters in general.
- B. CMR procedural clarifications, including employee payout when unable to secure coverage.

5. Article 26: Peer Assistance and Review Program (PAR)

- A. PAR activity/language is suspended through June 30, 2025. Joint committee timeframe shifted to accommodate subsequent Successor negotiations.

6. Language changes to CBA Articles as agreed include (with articles to be attached for reference upon completion of appropriate document formatting):

- Article 2. Class Size
- Article 3. Evaluation
- Article 4. Fringe Benefits
- Article 6. Teaching Hours
- Article 7. Leaves
- Article 13. Summer School
- Article 14. Teacher/Association Rights
- Article 17. Transfer and Assignment
- Article 18. Wages
- Article 19. Walton Special Center
- Article 20. Adult Education Teachers
- Article 21. Definitions
- Article 22. Substitute Teachers
- Article 26. PAR
- Article 27. Waivers (and related updated appendix forms)
- Article 29. Duration of Agreement
- * Article 15. Teacher Safety - Inadvertently left off summary listing. Article is attached to agreement

This agreement shall be effective upon ratification by the Stockton Teachers Association and Stockton Unified School District Board of Trustees.

For STA:

For the District

Christopher S. Anderson Ed.D.

Dr. Christopher Anderson, STA President



Glendaly Gascot-Rios, Assistant Supt of HR

Justin McGehee

Justin McGehee, STA Bargaining Chair

Richard Edward Boyd

Richard Boyd, Director of Labor Relations

2. CLASS SIZE

2.1 Application

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

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

- a. For student safety and equity, the District shall annually verify the number of functional science laboratory workstations and CTE shop workstations (in all classrooms used for courses that involve such stations) no later than January 31 of each school year. This information, along with the roster sizes of each class using each of the verified classrooms, shall be made annually available to the Association upon completion of the annual verification.
- b. As workstation capacity limits are integral to student safety and equity, verified-workstation limits shall be implemented as “hard-cap maximums” to class size. (The parties mutually understand hard-cap maximums to mean the class size maximum is followed with fidelity, such that enrollment excesses must be immediately rectified rather than triggering overage pay.)
- c. Other factors reducing class size (such as section 2.5) shall be factored into class size prior to any potential further reduction caused by workstation limits. Workstation limits on class size are accordingly the final step applied to establishing a class’s size.

2.3 Averages and Maximums

The Local Control Funding Formula (“LCFF”) establishes Class Size Grade Span Adjustment (“GSA”). Pursuant to the LCFF, the parties agree to adhere to the established class size GSA.

~~establish a collectively bargained alternative class size ratio. Accordingly, for the 2013-2014, and 2014-2015 school years only, class sizes in kindergarten (including Transitional Kindergarten) and grades one (1) through three (3) will be adjusted as follows:~~

~~For the 2013-2014 school year only, the maximum student teacher ratio in Kindergarten shall remain at 20:1 and the student to teacher ratio in grades one (1) through three (3), shall remain at 32:1.~~

~~For the 2014-2015 school year only, the maximum student teacher ratio in Kindergarten shall remain at 24:1 and the student to teacher ratio in grades one (1) through three (3), shall remain at 32:1.~~

Reading	28
Business	32
Drafting	32**
Voc. Shop	35**
Music (except performance)	32
Art	32
P.E.	47
Hygiene	32

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

**Section 2.2 shall be applied such that only lab science classes (not non-lab science classes) have their maximum class size reduced to equal the number of verified workstations.

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

2.4 Payment for Exceeding Limits (Overages)

If the enrollment exceeds the maximum, the teacher shall be compensated for each additional student at a three and one-half percent (~~3-1/2%~~ 3.5%) factor of that teacher's salary as specified below:

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

2.4.2 At the beginning of any other semester, at the high school level, the District has ten (10) instructional days to make adjustments without paying any overage payments. Beginning on the eleventh (11th) day, overages will be paid to the instructor retroactive to the first day of the overage.

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

2.4.4 High School teachers will be paid the correct proportional rate of 3.5% of the teacher's per diem rate, per student, per day for overages. ~~This rate shall not change based on the length of the class periods, but strictly on a basis of per student rostered to the teacher. Overages shall be determined according to course scheduling as follows:~~

- ~~● For schedules that use single all-year-long rostering (whether traditional or using minutes-banking such as a whole year block schedule): All students rostered to the teacher are counted each instructional day regardless of which days of the week each class period occurs.~~
- ~~● For multiple term rostering schedules (e.g., 4x4 with separate courses for fall and spring, or an interlaced AB 4x4 alternating all year in which teachers have two preparation periods): Overages per instructional day only incorporate students rostered to courses scheduled for that day.~~

For traditional-schedule assignments (i.e., six year-long periods of five classes and one preparation period), the correct proportionate rate for overages shall be one fifth (1/5) of the full overage rate. For non-traditional schedule assignments, this subsection's proportionate rate shall be modified based on

the difference in scheduled time with students using a ratio of 1/x, where “x” is the number of equal-length class periods that teachers at the site normally teach in that day’s schedule.

INTENT:

In a term-based 4x4 block schedule wherein teachers have a preparation period and three classes with students, the proportionate overage rate for a teacher is one third (1/3) of the 3.5% overage rather than the one fifth (1/5) rate of a traditional schedule. In an AB 4x4 block, the same would apply, with the exception that a combined day in which students attend all 8 periods in a single day while teachers have 6 periods with students, the proportionate rate would instead be 1/6 for each of the six classes the teachers have with students.

2.5 Special Education - Individuals With Exceptional Needs

2.5.1 For every two (2) pupils identified as an IWEN (Individuals With Exceptional Needs), who are either enrolled at the secondary level or assigned at the elementary level to a regular classroom for at least 20% of the day, the limits in Section 2.3 shall be reduced by one (1). This provision does apply to assignment of all special day students to the regular classroom teacher, and to students designated as “watch and consult.” This provision does not apply to “DIS” (designated instruction and services) students.

2.5.1.1 Whenever any site begins rostering students (e.g., within a master schedule in departmentalized contexts or via self-contained rostering), students with an IEP (who are enrolled at the site) will be chronologically rostered in classes first to proactively minimize subsequent related scheduling changes and/or overages.

2.5.1.2 Class size balancing, when it occurs, must not itself result in a change of schedule for any student with an IEP. This shall not be construed to prevent schedule changes for reasons other than class size balancing.

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

2.5.3 Special Day Classes shall average no more than twelve (12) pupils, and shall have a maximum of fourteen (14) pupils. Resource Specialist Programs shall have a maximum of twenty-eight (28), with only the RSP caseloads themselves governed by article 19 being modified by 2.6.1 below.

Section below now relocated and/or updated in article 19

~~2.6 RSP Caseloads~~

~~2.6.1 Caseload Limits~~

~~Maximum caseload for an RSP teacher will be 27 eligible students whenever the RSP teacher provides services solely at one site. Whenever an RSP teacher is tasked with providing services at more than one site, their maximum caseload must instead be 26 eligible students.~~

~~2.6.2 Caseload Site Changes~~

~~To change any RSP teacher's site (i.e., assigning them students from a site they are not yet serving), the District must provide the teacher with:~~

- ~~• pertinent digital access (Synergy, Illuminate, iReady, etc.) regarding the site(s);~~
- ~~• District notification to the teacher five instructional days prior to the change such that within five instructional days the teacher will have the option to utilize two release days to adequately transfer materials and to prepare instruction (see article 17.5.2); and~~
- ~~• any new mileage implications resulting from the transfer process (see article 16.1)~~

~~2.6.3 Caseload Reduction Procedure~~

~~Whenever a caseload must be reduced to honor caseload limits, a caseload will be reduced by re-assigning whichever students have been on the teacher's caseload the shortest amount of time. However, the teacher (in consultation with Special Education Administration) may indicate a more appropriate solution in writing, which the District may then instead use to right size the caseload.~~

Section relocated to article 19 as it pertains to SPED rather than Class Size

~~2.7~~ Within forty (40) instructional days of ratification of the Agreement (unless this timeframe is mutually extended by the District and Association), the District and the Association agree to form a committee of six individuals, three appointed by each party, to jointly continue to explore contractual improvements to the implementation framework for special education services in the District, then make a presentation and recommendation to the bargaining teams for ~~2022-2023 Successor negotiations~~ [the subsequent negotiations cycle](#). The committee may meet either during the work day with District paid release time, or on a District paid hourly basis outside the teachers' contractual work day, or a combination of both.

3. EVALUATION

3.1 Evaluation Procedures

- 3.1.1 The purpose of an effective teacher development and evaluation system is to inform, instruct, and improve teaching and learning, as well as provide educators with meaningful feedback on both areas of strength and needed improvement. The evaluation of teachers shall be conducted in accordance with the procedures in this Article using the forms in Appendix E.
- 3.1.2 Grievances regarding evaluations (see Article 5) shall be utilized for disputes arising over the evaluation procedures only. Content of the evaluation shall not be subject to the grievance procedure except where the final overall evaluation score is “Unsatisfactory,” in which case, the teacher may elect to appeal to the Evaluation Advisory Mediation Committee (see section 3.4.2.5). Where a question of content versus procedure is involved, such question shall be determined by the grievance procedure. The arbitrator shall have the authority to rule on other issues related to evaluation by mutual agreement of the parties.
- 3.1.3 By written agreement between the permanent teacher and the evaluator, the timelines, observations, forms, records and conferences may be waived or reduced. Provisions of Article 3 shall not be waived or altered for probationary or temporary teachers.
- 3.1.4 Evaluation and assessment made pursuant to this Article shall be in writing and a copy will be provided to the teacher. The teacher shall receive a final evaluation of ‘Commendable’, ‘Satisfactory’, ‘Needs Improvement’, or ‘Unsatisfactory’. The evaluation shall include commendations, and/or recommendations, as appropriate, as to areas of improvement in the performance of the teacher. This evaluation, as well as all documents associated with it, shall be treated as a confidential personnel record.
- 3.1.5 The District shall evaluate and assess teachers as provided in the Education Code and as is reasonably related to the California Standards for the Teaching Profession (CSTP).
- 3.1.5.1 California Standards for the Teaching Profession
1. Engaging and Supporting All Students in Learning
 2. Creating and Maintaining Effective Environments for Student Learning
 3. Understanding and Organizing Subject Matter for Student Learning
 4. Planning Instruction and Designing Learning Experiences for All Students
 5. Assessing Student Learning
 6. Developing as a Professional Educator

- 3.1.6 The following areas shall be evaluated through examples and comments by the District:
3.1.6.1 Developing as a professional educator
3.1.6.2 The performance of other duties adjunct to the teacher’s assignment.
- 3.1.7 The District shall provide teachers with a copy of the “California Standards for the Teaching Profession, Resources for Professional Practices.” Teachers will be notified in a timely manner of any and all updates to the CSTP.
In-service training shall be made available for teachers during the school year.
- 3.1.8 For non-instructional-unit members, such evaluation and assessment shall be based upon the fulfillment of established job responsibilities that are based on actual observation of the job related activities. The non-instructional teacher evaluation form (Appendix E) shall be used.

3.2 Frequency

- 3.2.1 Evaluation and assessment of the performance of each certificated employee shall be made on a continuing basis, as follows:
- (1) Once each school year for temporary/probationary personnel
 - (2) Every other year for personnel with permanent status not meeting the criteria below
 - (3) Every five years for permanent personnel who have been employed at least ten (10) years with the district, are highly qualified as designated by No Child Left Behind 2001 (NCLB), 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 employee has received a final evaluation of ‘Unsatisfactory’, the District shall evaluate the employee in the subsequent year, subject to the remaining provisions of this Article.

a. Procedure for 5-Year Consent Withdrawal

For a unit member to have 5-year-cycle consent withdrawn by the evaluator/District, the supervisor must provide in writing to the District (with copy to the teacher) the reason for consent-withdrawal within 10 working days of the initial evaluation meeting described in section 3.3.1. If the reason is not accordingly sent, or if the reason is administrator-based rather than expressly based on the unit member (e.g., if the reason given is that the administrator is new to their site or position), then the following must occur:

- the “5-year-cycle consent” shall not be withdrawn for the member (the unit member remains on the 5-year-cycle); and

- any evaluation process already initiated with the member for the school year must cease immediately.

3.2.2 Unfinished Evaluations

- For permanent employees, whenever the evaluation cycle initiates a unit member's evaluation process for the school year, but no final evaluation score is officially documented with Human Resources that school year (i.e. the evaluator did not finish one or more required elements to the evaluation process), the unit member shall still be presented with a final evaluation using successfully completed evaluation elements. The employee shall have the right to nullify this final evaluation and be evaluated the following school year. In either case, the teacher's choice to keep or nullify this evaluation shall be documented in the teacher's personnel file.
- For non-permanent employees, a final evaluation is still submitted using successfully completed evaluation elements and the teacher is evaluated the following school year whenever required by law.

3.3 Timelines

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

At the meeting, the evaluator and the teacher(s) will review the evaluation criteria (3.4 Evaluation Measures), the California Standards for the Teaching Profession on the Pre-Observation Conference Form, the facilitating support requirements to be provided by the evaluator, and the plans for monitoring the teacher's performance status. The evaluator may ask for lesson or unit plans based on curricular goals or objectives no more than once per semester, unless there is evidence of poor planning pursuant to Section 3.9 of this Article.

- 3.3.2 For the announced observation, a pre-observation conference shall be held with the evaluator and the teacher within the first forty-five (45) working days of the school year and at least (2) working days prior to the observation.

The evaluator shall provide a copy of the Pre-Observation Conference Form to the teacher at least five (5) working days prior to the conference. The teacher shall bring the completed form to the pre-observation conference. At the pre-observation conference, the teacher and evaluator shall review and complete the rest of the Pre-Observation Conference Form. The teacher shall select one (1) element from each of the six CSTP on the evaluation form as evaluation criteria. The evaluator shall select one (1) additional

element from each of the six (6) CSTP on the evaluation form as additional evaluation criteria. Nothing herein shall exclude the right of the evaluator to comment upon and discuss, but not reduce to writing, observations concerning other indicators of performance. The teacher and the evaluator shall review and discuss lesson or unit plans at the pre-observation conference.

- 3.3.3 A post-observation conference shall occur within three (3) working days after each observation. At the post-observation conference, the evaluator will present the completed Post-Observation Conference Form and Observation/Conference Checklist to the teacher. The teacher shall have the right to attach a written response to the Observation/Conference Checklist and the Post-Observation Conference Form within five (5) working days of the post observation conference.

The Final Evaluation form shall be completed and filed with the Human Resources Office no later than thirty (30) calendar days prior to the end of the teacher's school year. An evaluation conference shall be held between the evaluator and the teacher no later than five (5) working days before the final evaluation report is due to be filed.

[3.3.4 Within the first twenty \(20\) working days of each school year, the District shall email \(and post on the Human Resources website\) the pertinent dates of that year's instructional calendar embodying the timelines of this section \(3.3\) to all STA bargaining unit members and their evaluative supervisors.](#)

3.4 Evaluation Measures

- 3.4.1 Teachers will be evaluated in accordance with Education Code section 44662 regarding the four evaluation criteria: 1) The progress of students toward the grade level standards; 2) The instructional techniques and strategies; 3) The employee's adherence to curricular objectives; and 4) The establishment and maintenance of a suitable learning environment.

The California Standards for the Teaching Profession shall be used as the tool for teacher evaluation. Unit member performance shall be evaluated and assessed as it reasonably relates to:

1. Engaging and Supporting All Students in Learning
2. Creating and Maintaining Effective Environments for Student Learning
3. Understanding and Organizing Subject Matter for Student Learning
4. Planning Instruction and Designing Learning Experiences for All Students
5. Assessing Student Learning
6. Developing as a Professional Educator

- 3.4.2 Student growth results shall be included solely as part of a teacher's formative planning for evaluation.

3.4.2.1 Student achievement shall be based on mutually agreed upon growth models that contain multiple measures and are currently used in the teacher’s classroom. Up to two (2) growth models shall be selected by the evaluator and up to two growth models shall be selected by the teacher. At least one growth model shall be selected.

The following is the list of possible measures currently agreed upon:

- Teacher-designed assessment
- Evidence of student growth collected by teacher
- Student portfolios
- End of unit assessments
- Interim benchmark tests
- Narratives
- District fall to spring test scores
- Student artifacts
- Teacher set objectives/goals

3.4.2.2 The pre-observation conference referenced in section 3.3.2 will be used to identify the data sources and the strategies used to drive instruction.

3.4.2.3 As other valid assessments are developed, the District and STA will negotiate adding them to the list of approved data sources.

3.4.2.4 STA members in non-instructional assignments will not be subject to this section.

3.4.2.5 An Evaluation Advisory Mediation Committee shall be established. The purpose of the committee is to reduce conflict regarding evaluations. Each party shall appoint two (2) members to serve upon the committee.

This Committee is an advisory body, which has the ability to make confidential recommendations to its appointing entity. The Committee is not intended to replace or replicate the work of the PAR Panel. The Committee’s primary roles will be to review conflicts and make recommendations.

3.4.2.6 The District will provide annual training for administrators on evaluation techniques and applications.

3.5 Observations

3.5.1 Two (2) formal observations at least thirty (30) minutes in length shall be scheduled during the evaluation period for all certificated personnel. The time and date of the first observation shall be announced to the teacher at least two (2) working days in advance

of the observation. The teacher has the right to initiate the time and date of this first announced observation. Additional classroom observations, with or without notice, may be conducted at the discretion of the evaluator or at the request of the teacher. When any observations are reduced to writing, the teacher shall receive a copy of the Observation/Conference Checklist and the Evaluator's Notes of Observation; a conference shall follow, and the teacher shall have the right to attach a written response.

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

3.5.3 The format, location, and timing of development of the teachers written evidence of planning is the professional prerogative of the teacher, except as provided in this Article. Access to the written evidence of planning shall be at the discretion of the teacher, except as provided in this Article. If the evaluator finds that evidence of planning is unsatisfactory, and so indicates on the Observation/Conference Checklist form, then the evaluator can request that written evidence for planning (with the format to be determined by the teacher) be reviewed by the evaluator with the teacher during the teacher's regular working day on a weekly basis. Such review shall be terminated when the subsequent observation indicates that planning is now satisfactorily in evidence, or by mutual agreement of the evaluator and the teacher, whichever occurs first.

3.6 Final Evaluation

3.6.1 The Final Evaluation form shall be completed based on the completed observations (at least two). The Final Evaluation shall be presented to the teacher and the teacher shall sign the evaluation, indicating that he/she received the Final Evaluation. The teacher's signature on the Final Evaluation form shall not be construed as agreement to the Final Evaluation score.

The teacher shall be provided a copy of the written evaluation and all other documentation upon which the evaluation is based. The teacher shall have the right to initiate a written response to the evaluation. Such response shall become a permanent attachment to the evaluation for placement within the teacher's personnel file. The teacher shall have three (3) working days to attach the response.

3.6.2 Permanent Teachers' Participation in PAR

If a permanent teacher's final evaluation contains unsatisfactory scores in two or more of the California Standards for Teaching Profession (3.1.5.1 1-5); the teacher shall be referred to the Peer Assistance and Review Program (PAR). The permanent teacher shall be required to participate in PAR as outlined in Article 26. Additionally, the permanent

teacher's evaluator shall complete a specific plan for improvement, consistent with the PAR Program, that will assist the teacher in correcting the unsatisfactory performance.

3.7 Right To Second Evaluation

3.7.1 If any permanent teacher receives an unsatisfactory final evaluation, the teacher shall have the absolute right to request, in writing, one (1) additional observation, conference and written evaluation. Such second observation, conference, and written evaluation shall be conducted by a different evaluator who is at a level comparable to or above the level of the first evaluator. Such second evaluator shall be selected by the Assistant Superintendent of Educational Services. Such second evaluation will also be included in the personnel file.

3.7.2 The request must be made by the teacher within five (5) working days after receipt of the final evaluation. The request shall be made to the Assistant Superintendent for Educational Services, who shall appoint a second evaluator within five (5) working days from receipt of the request by the teacher. The second evaluator must complete an observation, conference, and written evaluation at least five (5) working days prior to the teacher's last working day.

The request for a second evaluation shall be made on the appropriate form (see Appendix E).

3.8 Teacher's Access to Documentation

3.8.1 During an observation, the evaluator shall make contemporaneous notes on the form Evaluator's Notes of Observation attached as Appendix E. A completed copy of the Evaluator's Notes of Observation shall be provided to the teacher being evaluated within three (3) working days. The evaluator has the option to re-write the notes of observation but retain all notes' versions or copies which shall also be provided to the teacher upon request. Copies of any other documentation on which the evaluation is based will also be provided to the teacher. The teacher shall have the right to initiate a written response to any written observation. Such response shall become a permanent attachment to the written observation.

3.9 Planning

3.9.1 It is the professional responsibility of each teacher to make appropriate lesson and unit plans for instruction of students. The administrator and/or the evaluator may review lesson or unit plans during the following instances:

- a) Up to four (4) times per year during the year when a teacher is being evaluated;
- b) When evidence of planning is a concern to the administrator during the non-evaluation year, and the administrator concludes, in writing, based on two (2)

- classroom observations of at least twenty (20) minutes each, that evidence of planning is lacking;
- c) During the implementation year of District-wide curricular changes, to assist the teacher to adhere to curriculum standards, the administrator may review a unit plan up to two (2) times.

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

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

3.10 As the time is needed and mutually agreed upon by both parties, the District and the Association agree to form two committees, each with six individuals (three appointed by each party). Each will jointly explore one of the following: the District and the Association agree to form two committees, each with six individuals (three appointed by each party). Each will jointly explore one of the following:

- a. Evaluation metrics and/or forms that are more developmentally appropriate for Early Child Education contexts (preschool, transitional kindergarten, and/or kindergarten)
- b. Evaluation metrics and/or forms that are more contextually appropriate for non-instructional positions (replacing the existing “Certificated Non-Instructional Assignment” metrics/forms in the contract)

Each committee will make presentations and/or recommendations to the bargaining teams for 2023-2024 Reopener negotiations (or the next negotiation cycle in which Article 3 is opened, whichever is later).

Each committee may meet either during the work day with District-paid release time, or on a District-paid hourly basis outside the teachers’ contractual work day, or a combination of both.

4. FRINGE BENEFITS

4.1 Health Benefit ~~Contribution~~-Allowance

- 4.1.1 The District's healthcare contribution to bargaining unit members on any benefits plan shall match the premium (including all cutouts such as medical, dental, vision, and chiropractic) of the CalPERS Blue Shield Access PLUS plan, less one hundred dollars monthly (\$100.00 as 12 months, \$109.09 as 11 months), or the total premium cost of Kaiser HMO (likewise inclusive of all cutouts), whichever is higher.

~~Effective January 1, 2019, the District shall provide the health benefit contribution of \$1,665 per month (\$19,980 annually). This fully covers the CalPERS Kaiser HMO plan (including medical, dental, \$1,215 and the \$1,665 (i.e. \$450 per month).~~

- 4.1.2 The District's monthly contribution toward any plan shall be accordingly adjusted per 4.1.1 whenever the CalPERS rates are adjusted.

~~Commencing with the 2020 health plan year, the District's health benefit contribution shall be annually adjusted toward the cost of the CalPERS Kaiser HMO plan (including medical, dental, vision, and chiropractic) as a coverage target, whether by increasing or decreasing, by no more than \$100 a month (\$1,200 annually) as compared to the previous years's health benefit contribution amount.~~

- 4.1.3 Any difference between an employee's plan cost and the District's health benefit contribution shall be deducted by payroll.

4.2 Health Insurance

- 4.2.1 Unless otherwise agreed, the District will offer each eligible teacher HMO and PPO plans throughout the term of the Agreement as offered through CalPERS.

- 4.2.2 Teachers who are absent on account of illness and who have exhausted their accumulated paid leaves have the option to purchase full insurance coverage for that period of illness under the Federal COBRA Act provision not to exceed ~~thirty-six (36) months~~ eighteen (18) months following exhaustion of said leave.

- 4.2.3 Teachers on District-approved unpaid leaves of absence shall have the option to purchase health insurance coverage for the period of the leave under the Federal COBRA Act provision, not to exceed ~~thirty-six (36) months~~ eighteen (18) months.

- 4.2.4 The District shall provide retiring teachers the option to purchase health insurance coverage if retiring after reaching their fifty-fifth (55th) birthday, provided said teacher has served ten (10) years

in the District prior to retirement. For Early Retiree Fringe Benefits, see 4.2.4.1 below (relocated from 10.5 without being modified):

4.2.4.1 Fringe Benefits for Early Retirees and Dependents Other Than Spouses

a. Teachers Hired Prior to July 1, 2003

Any qualifying teacher participating in the Early Retirement Plan shall receive from the District the full cost of the least expensive medical plan. Any qualified teacher will have the same right as current employees to select a more costly HMO or ~~POS~~ PPO medical plan and will be obligated to pay the full difference above the least expensive medical plan. This benefit will last for ten (10) years or until the qualifying teacher is eligible for ~~MediCal~~/Medicare or until age 65, whichever comes first. The STA retiree is eligible to participate in the District's group dental, vision and chiropractic plans by purchasing benefit coverage at the eligible group rate.

b. Teachers Hired After July 1, 2003

Any qualifying teacher participating in the Early Retirement Plan shall receive from the District the same medical plan options as current teachers. Any qualifying teacher participating in the Early Retirement Plan shall be required to make a proportional payment for the medical plan. STA and the District reserve the right to mutually amend or modify this benefit in the future for current or future teachers. This benefit will last for ten (10) years or until the qualifying teacher is eligible for ~~MediCal~~/Medicare or until age 65, whichever comes first. The STA retiree is eligible to participate in the District's group dental, vision and chiropractic plans by purchasing benefit coverage at the eligible group rate.

4.2.5 Cash in Lieu of Healthcare Benefits

~~For bargaining unit members hired before July 1, 2015, the District shall provide a medical rebate of forty percent (40%) of the current Health Benefit Allowance amount pursuant to 4.1 for eligible, current employees. This change in benefit will take effect one (1) month following ratification by both the Stockton Unified School District Board of Trustees and the Stockton Teachers Association.~~

For eligible current employees, the District shall reduce/increase cash in lieu of healthcare benefits (previously called "Insurance Rebate" or "Medical Rebate") to \$350, as shown below:

- Employees receiving the lower tier (bargaining unit members hired on or after July 1, 2015) of \$283 (12--month rate: \$308.73 when calculated as 11--month rate) shall be increased to \$350 a month.
- Employees receiving the higher tier (bargaining unit members hired before July 1, 2015) of \$805.38 (12--month rate: \$878.60 when calculated as 11--month rate) shall be decreased to \$350 monthly using the multi-year decrease in the chart below:

The increase of the lower- tier cash-in-lieu will take effect at the end of the month December payroll 2024, with the decrease of the higher--tier modifying each December payroll as follows:

calendar year	higher- tier (12-month rate)	higher- tier (11-month rate)	lower-tier (12-month rate)	lower-tier (11-month rate)
2024 (yearly amount)	\$805.38 (\$9,664.56)	\$878.60 (\$9,664.60)	\$283.00 (\$3,396.00)	\$308.73 (\$3,396.03)
2025 (yearly amount)	\$643.50 (\$7,722)	\$702.00 (\$7,722)	\$350.00 (\$4,200)	\$350.00 (\$3,850)
2026 (yearly amount)	\$482.17 (\$5,786)	\$526.00 (\$5,786)	\$350.00 (\$4,200)	\$350.00 (\$3,850)
2027 onward (yearly amount)	\$350.00 (\$4,200)	\$350.00 (\$3,850)	\$350.00 (\$4,200)	\$350.00 (\$3,850)

4.3 Dental Insurance

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

4.4 Mental Health/Chemical Dependency Program

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

4.5 Vision Care

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

4.6 Plan Contracts

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

4.7 Tax Sheltered Annuities

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

4.8 Temporary Teachers

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

4.9 Bereavement Period

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

4.10 Medicare

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

4.11 Internal Revenue Code Section 125 Plan

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

6. TEACHING HOURS

6.1 Regular Teacher Work Day

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

6.1.1 Secondary Schedule (Grades 7-12)

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

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

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

[6.1.1.4 Passing periods may be declared by the site principal as subject to 6.14.5 provisions for supervision of students.](#)

6.1.2 Elementary Schedule (Grades 1-6)

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

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

6.1.3 Kindergarten Schedule (Both Transitional and Traditional)

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

6.2 Resource Days

[\(For resource and special day teachers, also see CMR language in Article 19.\)](#)

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

- 6.2.2 Resource teachers in grades 4-6 shall receive four (4) resource days in each school year if the resource teacher works the same schedule as the regular classroom teachers in grades 4-6. Classroom teachers who teach combination classes of grades 3 and 4 and who teach the intermediate schedule are entitled to the intermediate resource days.
- 6.2.3 Each regular classroom teacher, resource classroom teacher and special day class teacher in grades TK-3 shall receive two resource days in each school year.
- 6.2.4 A resource day shall be defined as time for professional preparation and/or growth.
- 6.2.5 The individual teacher and the site administrator shall mutually agree on the program of resource day(s) utilization.
- 6.2.6 Resource days may be utilized for activities to include, but not limited to:
1. Curriculum Development
 2. Professional Improvement
 3. School Visitations
 4. Workshops
 5. Research and Writing
- 6.2.7 Resource days shall not be used for personal business, recreation or entertainment.
- 6.2.8 Resource day requests are subject to fifteen (15) calendar days notice via leave input or via written notice to the involved teacher's supervisor. Resource days shall only be subject to approval/denial in any of the following three (3) conditions:
- If the requested day is contiguous with non-instructional days, not including weekends (e.g., if it is adjacent to a week-long calendar break or three day weekend);
 - If over 15% of unit members at the site would be utilizing the same date as a resource day;
 - If the resource day is being input fewer than fifteen (15) calendar days in advance as indicated above.

Under any of the three (3) conditions above, the District has the right to exercise discretion in anticipating hardship caused by the requested timing and to potentially deny the resource day being scheduled for that particular date accordingly. However, the District may not unreasonably deny resource day timing.

Once ten (10) instructional days have elapsed since the teacher's notice of the resource day was provided, a resource day's scheduled date may be canceled in emergencies; however, substitute teacher coverage of resource days must not be reassigned more than twice in one school year per any teacher.

6.3 Elementary Planning and Preparation

- 6.3.1 The stipend shall be paid to the following teachers who do not have preparation time built in to their schedules:

Regular elementary classroom teachers, resource classroom teachers and Special Education teachers teaching special day classes only, grades **TK**–6, who spend 60% of their time instructing students, shall receive compensation pursuant to 18.20 for voluntary participation in planning and preparation, scheduled outside the regular work day for purposes of upgrading curriculum knowledge, sharing teaching skills and strategies, record keeping, reports and lesson planning. Payment shall be made at the end of each semester. The regular time for this planning and preparation shall be determined at each site by the site liaison committee and the site administrator. Teachers are not required to sign in for preparation time.

6.3.2 Exceptions

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

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

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

6.3.2.2 Any expenses incurred under Section 6.3.2 shall be deducted from the teacher's maximum stipend (pursuant to 18.20).

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

6.3.3 Secondary Preparation Periods

- a. The parties recognize that preparation periods are generally the purview of the teacher. However, the parties also recognize some reasonable (though limited) activities can realistically best occur during the teacher's preparation period, and

naturally may therefore be prompted to occur during the preparation period.

Examples include pre- and post-observation meetings for evaluation, teacher participation in IEP/SST/504 meetings held during their preparation period, or short state-mandated trainings for mandated testing at the site that only affect a portion of the teaching staff.

- b. Such administrative usage of any secondary teacher's preparation period time (for all types and purposes combined) must be conducted sparingly, occur no more than twice monthly per teacher, and be done only when alternatives are not feasible.

6.4 Faculty Meetings

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

6.5 Collaboration Time

- 6.5.1 Collaboration shall occur for one and one-half (1.5) hours every two weeks on Tuesday or Thursday. The 1.5 hours is to be a single contiguous meeting after the school day, unless established otherwise between liaison and admin for the site. Any PLC may deviate from this structure by unanimous agreement in advance among all of the PLC's teachers to split the time and/or change whether the meeting happens before or after school hours, and only when additionally approved in advance by the principal/designee.

Additional pay for this PLC Collaboration is understood to already be accounted for ~~shall be included~~ on the pay scale.

Teacher accountability documentation shall take no more than five minutes of planning time. ~~Collaboration time will be paid at 1/6.5 of the teacher's per diem rate.~~ Evidence of such meetings shall be submitted at the end of the meeting and consist of the following: a brief overview with information to include

- teachers present;
- focus of discussion and/or desired outcome with reference to any of the PLC essential questions of 6.5.2 below:- ~~Summary to be submitted at the end of the meeting.~~
- simple indication of which "Acceptable uses of collaboration" (listed later in this subsection) activities were selected by the teachers and engaged in.

Collaboration documentation will be available for review by the District by the end of each collaboration meeting and made available to the Association upon request.

Teachers shall only have the right to conduct PLC Collaboration online (e.g., through Zoom) when three conditions are met:

- participating teachers must still remain present on their respective sites (or consolidated at each other's sites) for such online collaboration
- each participating teacher's supervisor (and, when indicated, District designee) are expressly provided notice and access to the online collaboration meeting at least three (3) working days in advance of the meeting
- supervisors pre-approval to allow for virtual meetings

6.5.2 The district's and association's goal is to develop and implement PLC's driven by the four essential questions of the PLC model (see below) and shall include the following activities:

1. What is it we want our students to learn?
2. How will we know if each student has learned it?
3. How will we respond when some students don't learn it?
4. How can we extend and enrich the learning for students who have demonstrated proficiency?

Professional Learning Community Development

- a. Professional Learning Communities (PLC) are collaborative instruction teams that regularly convene to increase student achievement based on both quantitative and/or qualitative data.
- b. PLCs are teacher-driven teams that employ a collaborative structure of professional development and are designed to include input from all campus stakeholders (e.g., students, families, site administrators, counselors, community resource voices, campus safety support staff, etc.).
- c. PLC teams can be teacher-designed by grade level, subject matter, specific student groups, departments, vertical teams, or horizontal teams, including cross-curricular teams. In any-and-all such forms of PLC design, the principal (or designated administrator) is always also a member of the PLC.
- d. PLC meetings shall not be used to implement site or district directives except for the broad ongoing directive that each PLC's collaboration time adheres to the acceptable uses of collaboration outlined in this section, approached through the lens of the four essential questions of the PLC model
- e. PLC meetings shall not be used for purposes that do not promote better teaching /learning (cleaning the room, making copies, discussing site/district policies unrelated to instruction, etc.)

Acceptable uses of collaboration shall include:

A. Strategic Planning

1. Lesson design and planning, vertical and horizontal
2. Cross-grade level planning on subject matter
3. Discussing establishing behavioral interventions and strategies

B. Data Analysis

1. Goal-setting for students based on formative tests

C. Instructional Design

1. Collaborating on ~~Units of Study~~ [Curriculum](#) preparation
2. Developing and revising instruction
3. Differentiated instruction for significant subgroups (such as Special Ed, EL, Foster Youth, etc.)

Other topics may be established by mutual agreement of faculty and administration.

6.5.3 Collaboration time is not:

- a. Intended for additional staff meetings
- b. Scheduling/conducting other District, Association, or site meetings
- c. Making copies
- d. Classroom maintenance
- e. Discussing site/district policies unrelated to instruction [viewed through the lens of the four essential PLC questions](#)
- f. [Assignments or tasks unrelated to PLC focus questions](#)
- g. Administratively-imposed assignments or tasks

6.6 Reporting Time

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

6.7 Consecutive Time

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

6.8 Secondary Seven-Period Student Day

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

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

6.9 Saturday School

- 6.9.1 Teaching of Saturday School shall be considered teacher bargaining unit work.
- 6.9.2 Assignment of teachers to Saturday School shall be on the basis of interview and select at the school site (see Article 16.4.7).
- 6.9.3 Staffing shall be on a rotational basis among satisfactory candidates at the school site.
- 6.9.4 Class size shall be 45 students for Saturday School only. The District may assign ten (10) more students, predicated on the assumption of "no-shows."
- 6.9.5 The District shall provide readily available administrative support for purposes of discipline and required accounting.
- 6.9.6 Teachers assigned shall be paid at 70% of the teacher's daily rate, commensurate with the percentage of the regular day.

Intent: "70% of the teacher's daily rate, commensurate with the percentage of the regular day" has been mutually recognized as referring to a Saturday school structure of 4 hours with students and 15 minutes before and after, compensated at 4.5 hours (about 70% of a teacher day of 6.5 hours). It does not require that Saturday school be this exact length, but rather that the daily rate shall be "whatever fraction/percent of 6.5 hours" the Saturday school length is, after accounting for total time with students plus 30 minutes. Saturday school may be scheduled at other lengths, following this design and compensation. However, when using a per-diem hourly rate, the above conversion may be bypassed to directly use per-diem hourly.

6.10 Non-Required Time

6.10.1 No teacher shall be required to teach or assist in an evening session; there shall be no loss of benefits or salary for such refusal.

6.10.2 A teacher shall not be required, during his/her preparation period, to substitute for another teacher, except in an emergency.

6.10.3. As no STA bargaining unit member has authority over any other unit member (inclusive of teachers, instructional coaches, program specialists, etc.), no member may impose upon another by presuming an expectation of receiving classroom coverage. Willingness to cover any other unit member's class remains the express decision of that unit member who would potentially be doing the substituting.

At no time may a teacher simply leave and expect someone to cover their class. Proper reporting through clearly established channels (administration, secretarial, digital/online) is always required.

Teacher absences indicated as "substitute required" are understood to mean any filling of the absence includes student supervision (whereas a teacher being absent on a student non-contact day would not require a substitute). Even pre-identification of a willing substitute by the teacher of record (e.g., "Save absence and assign sub") is still understood to be a form of the job "requiring a substitute."

6.11 Lunch Period

Each teacher shall be entitled to at least a thirty (30)-minute duty-free, uninterrupted lunch period. The lunch period, including passing periods, shall be equivalent to the student lunch period, and any deviations shall be with the agreement of the teacher and the site administrator.

6.12 Bathroom Breaks

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

6.13 Meeting Schedule

Each unit member agrees to give priority to those activities designed by the site administration and the faculty.

6.13.1 Monday and Thursday: Site meetings may be scheduled subject to 72 hours notice, absent an emergency—~~Monday and Thursday~~.

6.13.2 Tuesday: Faculty meetings, school department meetings, collaboration meetings.

6.13.3 Wednesday: Professional organizational meetings called by the Association.

6.13.4 Thursday: Collaboration Meetings

6.13.5 Friday: No District required meetings.

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

6.13.7 Concerning required after-school meetings pursuant to 6.4 (faculty meetings) and 6.5 (PLC collaboration meetings):

No month shall include more than four (4) total of such meetings combined. If a fifth Tuesday or Thursday would cause there to be a fifth such meeting for the month (of the two types combined), there shall be no required meeting that day.

Example: A month has a fifth Tuesday/Thursday, but one of the first four Tuesdays/Thursdays falls on a non-school day/holiday. In that case, a fourth meeting may be scheduled on the fifth Tuesday/Thursday, as that is still only four such meetings for the month.

Note: Non-instructional workdays (site orientation, professional development days, etc.) do not count as “required after-school meetings” as mentioned in this subsection. They are simply a non-instructional workday, not an after-school meeting.

~~6.13.7 In months that include a fifth Tuesday there will be no District required meetings. This likewise applies to a month’s fifth Thursday for sites that make use of Thursdays for meetings.~~

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

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

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

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

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

- 6.14.5 As soon as practicable after ratification of this Agreement, the administrator and Liaison Committee at each site shall meet for the purpose of evaluating available site resources to formulate a plan for providing supervision of students outside of instructional time, with emphasis on reducing non-instructional duties. If the administrator and Liaison Committee cannot come to an agreement on a plan, it will be forwarded to the Association and District representatives for resolution. If the District and Association are unable to come to resolution on this matter, the prevailing practice of assigning duties shall continue.
- 6.14.6 Teachers in grades TK-8 shall not be required to perform before-school duties, except in emergency situations. An emergency back-up system, including what constitutes an emergency, shall be jointly developed by the Liaison Committee and the site administrator.
- 6.14.7 TK-8 teachers shall not be required to distribute, keep records for, or collect student lunch tickets.
- 6.15 Non-Teaching Duties in Grade Levels 9-12
- Non-teaching duties at the high school level during the teacher's work day will be completed in the same manner as they were during the 1978-79 school year.
- 6.16 Non-Teaching Duties Beyond the Teacher's Work Day
- 6.16.1 [Reference section 6.20 for relocated language on](#) ~~Each teacher may be required to attend either~~ Back-to-School Night ~~and be~~ Open House. ~~Each teacher shall receive a notice from the site administrator ten (10) working days prior to the event.~~
- 6.16.2 The District shall not, except as provided [explicitly in section 6.20, herein for](#) ~~Back-to-School Night or Open House~~, assign teachers to perform duties beyond the teacher's work day.
- 6.16.3 A teacher may volunteer to participate in non-teaching duties which take place beyond his/her teacher work day.
- 6.17 [\(contract section and language removed\)](#) In-Service
- ~~6.17.1—Special Education teachers who are assigned to locations not participating in the School-Based Coordinated Program may be assigned up to twelve (12) hours of required in-service meetings in two (2) blocks of time up to six (6) hours per block, on days when pupils are not assigned. It is understood that Special Education teachers who are assigned to locations that are participating in the School-Based Coordinated Program may be required to attend District-wide meetings as part of the school sites²~~

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

- ~~6.17.2 Teachers, excluding Special Education teachers, assigned to locations not participating in the School-Based Coordinated Program may be assigned up to six (6) hours of required in-service meetings. Such in-service meetings shall be in addition to the regular work day of teachers and subject to the following:~~
- ~~a. Any in-service meeting shall be scheduled thirty (30) days in advance of presentation and announced to all affected unit members fifteen (15) calendar days prior to in-service date.~~
 - ~~b. In-service meetings shall be scheduled within the District and contiguous with the regular work day of unit members.~~
 - ~~c. No more than three (3) in-service meetings may be scheduled pursuant to this section during each year of this Agreement.~~

6.18 Calendar

- 6.18.1 The District and the Association agree to add three (3) additional work days starting in the 2017-2018 school year, to be paid at the individual teacher's per diem rate. Two (2) of the days shall be professional development days. The other day shall be a teacher preparation/planning day (without site or District level meetings or assignments) in order to prepare for the first day of school.
- 6.18.2 Beginning with the 2015-2016 school year the modified traditional schedule calendar shall consist of 184 days in each year of the Agreement, including two (2) professional development days to be contiguous with the work-year, one (1) orientation day, 180 student contact days, and one (1) non-student contact day. The 184th day shall be a minimum day (240 minutes).
- 6.18.2.1 Beginning with the 2017-2018 school year the modified traditional schedule calendar shall consist of 187 days in each year of the Agreement, now including the following:
- four (4) professional development days to be contiguous with the work-year
 - one (1) teacher preparation/planning day, pursuant to 6.18.1
 - one (1) orientation day
 - 180 student contact days
 - one (1) non-student contact day, which shall be a minimum day (240 minutes) and take place after all student contact days have occurred.
- 6.18.3 New Teacher Orientation - At the discretion of the District, teachers new to the District shall attend up to two (2) days of new teacher orientation prior to the start of the school year for regular teachers. Each new teacher who participates in the new teacher orientation shall be paid at his/her daily rate.

6.18.4 New Teacher In-Service – In addition, at the discretion of the District, teachers new to the District shall attend up to five (5) days of new teacher in-service prior to the first reporting work day of the school year's instructional calendar ~~start of the school year for regular teachers~~. Effective July 1, 2003, newly hired teachers who participate in the new teacher in-service shall be paid their daily rate for the up to five (5) additional orientation days at the beginning of the year.

6.18.5 PD (Professional Development) Day Offerings

The District shall survey all teachers (concurrently with the Association) in advance of PD calendar-day offerings being designated, accounting for input-patterns across teachers by subject areas, life levels, and other specializations. All such surveys must be designed jointly by the District and the Association, with all survey results made immediately available to both parties. Any District-collected unit member PD post-feedback must be anonymous and must likewise be shared with the Association upon its availability. PD offerings shall acknowledge and reflect survey results, but need not be exclusively limited to survey findings. It is understood that State mandates, curricular changes, safety needs, and other identified needs may dictate additional PD offerings outside surveyed results.

6.18.6 Required Asynchronous Trainings

When unit members are required to complete asynchronous training, (e.g. Keenan online training) time to complete the training shall occur during any of the following times whenever explicitly scheduled as such by the District:

- teacher PD day training slots
- the orientation day before the first day of school for students (6.18.2.1)
- regularly scheduled staff meetings

All required training shall be completed within the required timeline. If a timeline requirement is not met due to lack of time provided, the teacher shall be paid at their hourly rate for the time required to complete the training.

Newly hired teachers will be provided time for required initial Keenan training during orientation week.

6.18.7 Bargaining of Instructional Year

Beginning in the 2022-2023 school year, the instructional calendar will be negotiated and developed for the upcoming three instructional years. For example, by the end of the 2022-2023 instructional school year, the 2023-2024, 2024-2025, and 2025-2026 school year calendars will have been completed. Through this process, calendars will be provided that extend out for three years perpetually.

The District and Association reserve the right to mutually waive this provision, its timing, or the length of calendar establishment for any cycle.

6.19 Procedure When Substitute Is Not Available

Stockton Unified School District (“District”) and Stockton Teachers Association (“Association”) hereby agree to the following procedure if the substitute is not available: If a substitute is not available for a classroom teacher, the site administrator or designee has the discretion to request that a classroom teacher or teachers, on a voluntary basis, teach the additional students for one (1) day or one (1) instructional period. These additional students may not be counted for class size overages.

- a. Class Splitting (sites and programs without prep periods, usually elementary and intermediate) (~~“class-splitting”~~)

At the elementary level, the site administrator or designee may select from a list of teacher volunteers on a voluntary basis to teach the additional students for the day. The current substitute daily rate of pay shall be paid entirely to one (1) classroom teacher if that teacher teaches all of the additional students for the entire day, or shall be split proportionately if two (2) or more classroom teachers each teach the additional students for the entire day.

At the middle school level, the same shall apply as with the elementary level above except when prep-period based coverage is used rather than class splitting (similar to a high school schedule) in which case the secondary subsection below shall apply.

The same shall likewise apply in any other school context in which coverage cannot be sought through teachers substituting during their prep periods, e.g. teachers at the site do not have prep periods.

- b. Prep-Period Based Substituting (typically secondary) (~~“prep-period based substituting, whole-class”~~)

At the secondary level (understood to include all contexts in which class coverage can be sought through other teachers covering an unfilled absence by substituting during their prep periods), the site administrator or designee may select from a list of teacher volunteers to teach one (1) period only during his/her prep period. For traditional teaching assignments (i.e., six year-long periods of five classes and one preparation period), each teacher who teaches one (1) period during the teacher’s prep period shall be paid one fifth (1/5) of the current substitute daily rate of pay.

For non-traditional schedule assignments, this subsection’s fractional per-diem rate shall be modified in proportion to the difference in schedule. E.g. in a 4x4 block schedule wherein teachers have a preparation period and three classes of around 90 minutes each, the pay rate for substitute coverage by a teacher is one third (1/3) of the pertinent substitute rate rather than one fifth (1/5). In such coverage, teacher/lesson preparation is considered the

responsibility of the teacher of record, not of the teacher substituting.

c. Secondary Prep Buyout (semester long teaching assignment during prep, not substituting)

Whenever in a secondary level context (i.e., the teacher teaches an extra class long-term during their prep, rather than merely substituting for a class period for the day), the teacher's additional class coverage and recognized preparation labor shall accordingly be compensated with one fifth ($1/5$) of the teacher's per-diem. This compensation applies to all instructional days the teacher is responsible for the extra class, Adequate teacher preparation time is still the responsibility of the teacher who accepts this additional class period.

For non-traditional schedule assignments, this subsection's fractional per-diem rate shall be modified in proportion to the difference in schedule. E.g. in a 4x4 block schedule wherein teachers have a preparation period and three classes of around 90 minutes each, the pay rate for prep-period buyout is one third ($1/3$) of the teacher's per diem. Adequate teacher preparation time is still the responsibility of the teacher who accepts this additional class period.

d. Substitute Teachers During Prep

If a substitute teacher at the secondary level voluntarily teaches a sixth period, the substitute shall be paid one fifth ($1/5$) of the current substitute daily rate of pay for the sixth period, as the normal high school absence coverage would have been five classes.

For non-traditional teaching contexts (as above), this fractional substitute daily rate shall be likewise modified in light of the site's teaching schedule. E.g. in a 4x4 block schedule, the substitute teacher would be paid an additional one third ($1/3$) for covering a fourth class in addition to the three classes required to cover for one absent teacher.

e. Non-Classroom Teachers

Unit members with no class-based assignment (i.e. no student class roster) who substitute for classes in addition to their normal duties shall receive compensation commensurate with the previous subsections. Class splitting with accompanying ratios shall not be used in these instances, but only whole classes.

Namely:

- current substitute daily rate of pay for full-day elementary/intermediate;
- one fifth ($1/5$) of the current substitute daily rate for a traditional secondary period;
- one third ($1/3$) of the current substitute daily rate for a 4x4 secondary period; and
- similarly respective proportionate fractions for other schedules.

At minimum, this subsection applies to Program Specialists and Instructional Coaches. However, it is understood by the Parties to apply universally to any unit member not already rostered students for live instruction/support during the time slot(s) they are substituting.

This procedure shall apply only to the TK-12 program.

Time sheets for timely payment must be submitted to the administrator on the last working day of each month.

6.20 Parent/Teacher Collaboration & Engagement

6.20.1 Teachers shall collaborate and engage with parents throughout the course of each school year. Parent/teacher collaboration is recognized as already ~~shall be~~ compensated for ~~nine (9)~~ eighteen (18) hours salary as reflected in the existing salary schedule ~~Article 18~~.

6.20.2 Activities that successfully fulfill parent/teacher collaboration shall include:

- a. At least 9 hours of Parent/teacher conferences for instructional positions
- b. At least 3 hours total combined time distributed between one fall Back to School Night & one mandatory parent engagement event in the spring (often called an "Open House" but may potentially be a second Back to School Night, a multicultural event, etc.), each scheduled on an instructional workday.

Each teacher shall receive a notice from the site administrator ten (10) working days prior to the fall Back to School event, as well as twenty (20) working days prior to the mandatory spring event, identifying the date and times respectively.

- c. A combination of at least 6 hours of:
 - Additional Parent Conferences
 - Additional site-sponsored parent-involvement events, such as: AVID Parent Night, STEM night, Multicultural events, etc.
 - Lengthening of the required Back to School Night / Spring Open House
 - Attend, guide or chaperone extracurricular events at the teacher's own site whenever student families/volunteers also have the option to potentially attend, guide or chaperone.
- d. Bargaining unit members in non-instructional positions, or who are otherwise without a class roster, may fill all such hours above using any one (or any combination) of the options above. For teachers whose position primarily serves adult learners, the parties recognize that outside-school-hours engagement with the students themselves fulfills 6.20.2.a above.

6.20.3 Accountability

It is the professional responsibility of each teacher to plan and initiate academically focused engagement of their students' families with appropriate timing and methods.

The administrator may request a simple "names and dates" listing of any teacher's fulfillment of academic parent-engagement when:

- a progress report and report card window have elapsed; and
- the teacher's parent-hours fulfillment (for the year so far) is a concern to the administrator based on whatever evidence or documentation may be available.

Such an accounting must only request the names of the students, parent or guardian, date engaged, and indication of whether academic contact occurred or the family did not participate ("no show" / unresponsive).

STA and SUSD may collaborate on a jointly recommended form for this purpose, though such a form would not be mandatory.

Parent conferences will first prioritize parent/teacher meetings for students not meeting standards or in danger of failing and will occur within thirty (30) days after each semester/trimester progress reports/report cards. This at minimum includes those students not yet meeting standards (or potentially failing to attain class credits) with potential to succeed with intervention, but may also include students already achieving who could excel further with enrichment.

- d. ~~High School classroom presentations~~
- e. ~~Academic Parent Teacher Meetings (e.g. SIG)~~
- f. ~~Parent training~~
- g. ~~Subject matter presentations~~

~~6.20.3 Beginning in the 2017-2018 school year, an additional nine (9) hours of Parent Teacher Collaboration and Engagement time will be added to be used for parent teacher conferences.~~

Elementary Schools:

~~At least fifteen (15) hours will be used for parent/teacher conferences and will be completed within forty five (45) working days of the Fall assessment results being available. At a minimum, teachers will make all reasonable efforts to conference with parents in the Fall. If any of the fifteen (15) hours remain after meeting all parents in the Fall, the remaining hours may be utilized after the Winter assessment. The other three (3) hours will be used for open house or back to school night. Each elementary school will have a Fall back to school night and a Spring open house.~~

High Schools:

~~Each high school will spend at least nine (9) hours on parent conferences. High school parent conferences will prioritize parent/teacher meetings for students in~~

proposal clarification cleanup

Article 6 (Teaching Hours)

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~~danger of failing and will occur within thirty (30) days after first semester and second semester progress reports. Three (3) hours will be used for open house or back to school night. Each high school will have a Fall back to school night and a Spring open house. For the remaining six (6) hours, each high school teacher will choose at least one of the activities listed in Article 6.20.~~

7. LEAVES

7.1 Definitions

7.1.1 "Immediate Family" is defined as, the employee's spouse or registered domestic partner; or the parent, grandparent, child, grandchild, sibling, or aunt/uncle (inclusive of step-, half-, foster-, and -in-law) of the employee or of the employee's spouse or registered domestic partner; or any relative living in the immediate household of the teacher.

Subject to mutual approval by the District and Association, any state or federal regulations that would explicitly add qualifying relatives to the employee context of this Agreement shall be honored as part of the above list.

7.1.2 "Household" shall include blood relatives of the teacher or the teacher's spouse or registered domestic partner who reside in the domicile of the teacher.

7.1.3 "Paid Leave of Absence" means that a teacher shall be entitled:

- a. to receive wages and all fringe benefits;
- b. to return to the same assignment which (s)he enjoyed immediately preceding the commencement of the leave, contingent upon the provisions of the Transfer Policy; and
- c. to receive credit for annual salary increments provided during his/her leave.

7.1.4 "Unpaid Leave of Absence" means that a teacher shall be entitled to have the option to purchase the same fringe benefits accorded teachers who are on paid leave.

7.2 Class A Sick Leave

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

7.2.1 Regular full-time teachers shall accrue one (1) day of paid sick leave credit for each month in which they perform duties. In no case shall the teacher receive less than eleven (11) days for a regular school year.

7.2.2 The total days of sick leave accruing in each school year shall be credited from the first day of paid service in that school year. The District shall provide written notice to each teacher by October 15 indicating the accrued sick leave total and sick leave entitlement for the current school year.

7.2.3 A teacher may use credited sick leave at any time during the school year.

- 7.2.4 Regular part-time teachers shall accrue sick leave credit in proportion to the fractional equivalent of full-time in which they perform assigned duties, rounded to the nearest half-day increment.
- 7.2.5 Unused sick leave credit for any teacher who leaves the District prior to retirement or who retires from employment in the District shall be reported to the STRS (State Teachers' Retirement System) for the retirement benefit calculation pursuant to law.
- 7.2.6 Unused sick leave credit may be accumulated without limit and may be transferred to any other school district with a transferring teacher pursuant to law.
- 7.2.7 For summer school sick leave, refer to Article 13 (Summer School).
- 7.2.8 [For utilization of sick leave days for Discretionary Leave, see 7.21.](#)

~~Each teacher shall be entitled to utilize two (2) days of his/her sick leave allotment during each school year for discretionary leave. Discretionary leave may be utilized subject to fifteen (15) calendar days written notice via procedural leave input or via written notice to his/her supervisor.~~

~~Discretionary leave is only subject to approval/denial in any of the following three (3) conditions:~~

- ~~● If the leave is contiguous with non-instructional days, not including weekends (e.g., if it is adjacent to a week-long calendar break or three-day weekend);~~
- ~~● If numerous unit members have already indicated the same day for discretionary leave (over 5% of unit members in the District, or over 20% of unit members at the site, or half of members in the same small-District department);~~
- ~~● If discretionary leave is indicated fewer than fifteen (15) calendar days in advance as indicated above.~~

~~Under any of the three (3) conditions above, the District has the right to exercise discretion in anticipating hardship caused by the leave's timing and to potentially deny the leave accordingly. However, the District may not unreasonably deny discretionary leave, and can no longer deny discretionary leave once ten (10) instructional days have elapsed since the teacher's written notice of the leave was provided~~

- 7.2.9 Substitute teachers reference Article 22 (Substitute Teachers) for applicable sick leave provisions.

7.3 Class B Absence Other Than Illness

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

accumulate. A deduction in the amount of the daily substitute rate shall be taken from the teacher's earnings for each day of Class B leave granted.

7.4 Leave for Compelling Personal Reasons (CPR)

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

7.4.1 Compelling personal reasons means any business or civic endeavor or activity which cannot be conducted before or after school and which requires the presence of the teacher ([see examples below](#)). Leave for compelling personal reasons shall not be used for vacation or recreation.

[The following examples, while not exhaustive, illustrate circumstances definitively meeting the qualifications of compelling personal reasons:](#)

- a. [Bereavement for a loss not involving immediate family per 7.1.1 and therefore not qualifying for Bereavement Leave \(e.g., death of friends or of non-immediate family\)](#)
- b. [Imminent death \(anticipation of an imminent loss causing bereavement\)](#)
- c. [Sudden short-term caretaking responsibilities when other caretakers are unavailable](#)
- d. [Appointments only available during the unit member's contract hours due to another involved party's time constraints](#)

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

7.4.3 Teachers shall be required to provide verification for use of CPR leave to the Human Resources Office when requested by the Assistant Superintendent of Human Resources, or designee.

7.5 Extended Illness Leave

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

7.6 Parental Leaves

7.6.1 Maternity Leave

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

7.6.2 Pregnancy Leave

- 7.6.2.1 Pregnancy leave is a leave of absence for that period of time during which a teacher is temporarily disabled from employment due to pregnancy, miscarriage, childbirth or the recovery therefrom.
- 7.6.2.2 Notification for leave under this policy shall be made to the Assistant Superintendent of Human Resources in sufficient time to allow the District to arrange for a substitute. Notification shall be made no later than forty (40) days prior to the beginning date of leave requested.
- 7.6.2.3 The forty (40) day notice requirement shall be waived upon medical considerations verified by the teacher's physician.
- 7.6.2.4 Notification of Pregnancy Leave - The length of the leave of absence, including the date on which the leave shall commence and the date on which the teacher shall resume duties, shall be determined by the teacher and the teacher's physician.
- 7.6.2.5 The District reserves the right to verify the period of actual temporary disability by consultation between the teacher's physician and a District-appointed physician.
- 7.6.2.6 This policy shall not discriminate against evidence of treatment and the need therefore by the practice of the religion of any well-recognized church or denomination.
- 7.6.2.7 Accumulated sick leave shall be applied to the period of actual physical disability for absence made necessary by pregnancy, miscarriage, childbirth or the recovery there from.
- 7.6.2.8 The teacher's fringe benefits shall be maintained during such periods of actual temporary physical disability.
- 7.6.2.9 Any teacher returning from Pregnancy Leave which began and ended in the same school year shall be treated as returning from a period of temporary disability and shall be returned to the same assignment. In the event of a reduction in staff at the teacher's assignment site, the procedures provided for in Article 17, Transfer and Assignment, shall apply.
- 7.6.2.10 Any teacher returning from Pregnancy Leave at any other time shall be offered the same assignment which would have been offered had no such leave been taken, in accordance with procedures provided in Article 17, Transfer and Assignment. The assignment/slot the teacher left when she took her leave shall be reserved for her. The Human Resources Office shall continue to identify and hold that slot by recording any shifts in enrollment, etc. All such shifts shall be consistent with Article 17, Transfer and Assignment.

7.6.2.11 The District shall not, because of pregnancy of any female person, refuse to hire or employ her or refuse to select her for a training program leading to employment, or discriminate against her in compensation or in terms, conditions, or privileges of employment.

7.6.3 Child-Rearing Leave

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

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

7.6.4 Adoption and Bonding Leave

7.6.4.1 Any teacher who is adopting a child shall be entitled to three (3) days of paid leave for the purpose of caring for the needs of the adopted child and may be given an unpaid leave of absence upon request.

7.6.4.2 The "Parties" agree to Bonding Leave Provisions contained in Education Code section 44977.5.

7.7 Industrial Accident and Illness Leave

Section 44984 of the Education Code is supplemented as follows:

7.7.1 The number of days for one (1) leave or the total number of days allowed in one (1) school year for more than one (1) such leave shall not exceed sixty (60) days.

7.7.2 The teacher's temporary disability indemnity and the portion of salary due him/her during his/her absence shall equal his/her full salary.

7.7.3 A teacher shall be deemed to have recovered from an industrial accident or illness, and is thereby deemed able to return to work, at such time as he/she and his/her physician agree that there has been such a recovery.

7.7.4 An industrial accident or illness, as used in this paragraph, means any injury or illness whose cause can be attributed to the performance of service for the District.

7.7.5 A teacher using this leave shall return to his/her same position.

7.8 Bereavement Leave

The Superintendent or designee shall grant a paid leave of absence to a teacher in the event of the death of a member of the immediate family or the teacher's household as defined herein. Three (3) days of such leave will be granted when travel does not exceed 250 miles one way or five (5) days if travel exceeds 250 miles one way. This leave shall not be deducted from sick leave.

Subject to the availability of substitutes to cover the existing duties, the District will also provide bereavement leave during the work day for teachers to attend a memorial service or funeral for a deceased staff member or for that of a student who had been enrolled with the staff member in the current term. This leave shall extend for the time necessary to attend such service in the local area.

The District reserves the right to request documentation for all bereavement leave.

~~For m~~Members experiencing bereavement regarding ~~family someone~~ not explicitly considered "Immediate Family" per 7.1.1 ~~(e.g., close friends or non-immediate family), see are permitted to use refer to~~ Compelling Personal Reasons leave ~~usage (7.4.1), as bereavement for non-immediate family qualifies as a compelling personal reason.~~

7.9 Jury Leave

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

7.10 Emergency Leave

The Superintendent or designee may authorize leave up to two (2) working days when a member of the teacher's immediate household or immediate family as defined herein who suffers an accident, sudden illness or injury, is hospitalized or delivered to a physician's office or treatment facility or when the identified person is in need of such emergency treatment. The circumstances of the emergency must be verified in writing to the Superintendent or designee within 72 hours after the return of the teacher to regular duties. Days of leave taken under this section shall be deducted from the entitlement of sick leave at the rate of one-half day per day of emergency leave. A total of four (4) emergency leave days per school year may be authorized.

7.11 Legislative Leave

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

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

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

7.12 In-Service Leave

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

7.13 Military Leave

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

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

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

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

7.13.5 A teacher who is called into active military duty or who is on a temporary military leave of absence, and who has been in the service of the District for a period of not less than one year immediately prior to the date on which the absence begins, shall be entitled to receive one-tenth of his/her annual salary. The school district shall pay him/her this amount immediately upon receipt of verified information which indicates that the teacher is actually in military service and has been so for at least thirty (30) days. No more than one (1) payment shall be allowed for this leave during any one (1) fiscal year.

7.14 Association Leave

7.14.1 Association President's Leave

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

7.14.1.2 The Association President shall be paid his/her full salary and fringe benefits by the District; and the Association shall reimburse the District for the full salary, related costs, and fringe benefit expenses.

7.14.1.3 Upon termination of an Association leave, the Association President shall maintain placement at the worksite worked at immediately prior to the transition to being fully released as president before any provisions of Article 17 (Transfer and Assignment) take effect, such as Rebalancing provisions. In anticipation of this release terminating, the Association President retains access to all forms of voluntary transfer listed in Article 17.

7.14.2 Other Association Leave

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

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

7.15 Sabbatical Leaves

Leaves during any semester shall be limited to 1% of the teachers in the unit. If the number of eligible applicants does not exceed 1% each of the applicants may be granted a sabbatical leave so long as the purpose of such leave is to pursue a program of study, research, or travel which may be of benefit to the schools as determined by the District. If the number of eligible applicants exceeds the 1% maximum, selection may be made on the basis of District-wide seniority, subject only to the same purpose-of-program restriction referred to above.

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

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

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

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

7.15.5 Sabbatical Leave-Application Process

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

- 7.15.5.2 A complete, formal application form for a sabbatical leave, including the plan for study and/or travel, must be filed with the Human Resources Office before November 1 of the year preceding the school year for which the leave is requested (Applications received after the November 1 deadline will be given consideration only if there are available slots after those applications received prior to the November deadline have been processed).
- 7.15.5.3 An applicant will be notified of the receipt of his/her sabbatical leave application within ten (10) days.
- 7.15.5.4 Applications will be submitted to the District at its first public meeting in January.
- 7.15.5.5 Applicants will be notified of approval or disapproval of the applications not later than February 1.
- 7.15.5.6 Acceptance of the sabbatical leave must be made in writing by February 10.
- 7.15.5.7 Alternates will be designated. Alternates will be notified in designated order, according to the provisions of the policy, if any sabbatical leaves are not accepted.
- 7.15.5.8 If an accepted applicant wishes to become an alternate, the first alternate will be given the sabbatical leave and the accepted applicant will be placed on the alternate list.
- 7.15.5.9 The teacher must agree to return to service in the District for a two (2) year period after the completion of the sabbatical leave.
- 7.15.5.10 Placement in the same school and position upon return from sabbatical leave shall be guaranteed in writing, contingent upon the provisions of the Transfer Policy.

7.15.6 Indemnity Bond

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

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

7.15.7 Report of Leave

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

7.15.8 Short-Term Sabbatical Leaves

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

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

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

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

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

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

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

7.16 Other Leaves

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

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

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

7.17 Catastrophic Leave Program

Using days contributed to the Catastrophic Leave Bank (“CLB”) from enrollment as outlined in 7.17.7, 7.17.8, and/or previous enrollment contributions, a catastrophic leave program shall provide additional sick leave benefits for enrolled members as follows:

- 7.17.1 A teacher who is entitled to paid sick leave and who is experiencing catastrophic illness or injury is entitled to the benefits of this program if the teacher has exhausted all of his/her sick leave.
- 7.17.1.1 The teacher must provide verification of catastrophic illness or injury in a manner acceptable to the District and must request the leave in writing.
 - 7.17.1.2 The teacher must have previously become a member of the Catastrophic Leave Program pursuant to Section 7.17.5.
 - 7.17.1.3 The benefits of this program are limited to one (1) occurrence per fiscal year.
- 7.17.2 "Catastrophic illness" or injury means an illness or injury that is expected to incapacitate the teacher or a household member (as defined in 7.1.2) for whom the teacher is the caretaker for an extended period of time, and the taking of extended time off work creates a financial hardship for the teacher because he/she has exhausted all sick leave.
- 7.17.3 "Eligible leave" credits means sick leave accrued to the donating employee.
- 7.17.4 In order to be eligible for this program, the teacher must be eligible for benefits under the salary protection insurance policy. The maximum allocation from the Catastrophic Leave Bank shall be no more than the difference between the number of personal sick leave credits the employee has accumulated at the beginning of the absence, and the thirty (30) calendar days' waiting period for the income protection plan benefits to commence.
- 7.17.5 A teacher may become a member of the Catastrophic Leave Program, and thereby become eligible for receipt of benefits under the program, by filing with the Human Resources Office an irrevocable donation of one (1) sick leave credit per school year unless the assessment is suspended pursuant to Section 7.17.6. All donations must be in full-day increments and are non-refundable. Donations beyond one (1) day per fiscal year must be approved by the District.
- 7.17.6 A committee comprised of three (3) representatives from the Association shall be established. The committee shall meet with a representative from the Human Resources to review and approve all applications for leaves to be charged to the Catastrophic Leave Bank. Each year, this committee has the authority to determine that an assessment for that year is unnecessary. The committee shall make such determination and notify the District not later than July 1st of each school year if the deduction of one day (1) sick leave credit is to be suspended for that year.
- If this committee (or the Association in lieu) do not stipulate such suspension and the CLB has less than 500 days banked, deductions shall continue for CLB enrollees.
- 7.17.7 Commencing with the 2021 calendar year:
- 7.17.7.1 An annual enrollment period shall be announced to be made available during the month of May. The effective starting date of coverage for any enrollee shall be July 31 of the calendar year following the calendar year when the member enrolled.

(Intent: a member enrolling in May experiences a deduction a few months later, but is not eligible for CLB usage yet. The following year, upon making a second CLB day donation, the member becomes eligible.)

7.17.7.2 By June 30 of each year, the District shall provide the Association a report containing the most recent fiscal year of CLB numbers regarding enrollment, transactions, and balances. This shall include beginning and ending balances of days, the number of days donated, and total usage over the year, and include copies of previous years as requested.

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

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

7.18 Miscellaneous

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

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

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

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

7.19 Family Care and Medical Leave

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

When members have concerns regarding the above qualifications, those concerns are eligible to be addressed during regularly held meetings between Human Resources and the Association. This includes members seeking to verify compliance with AR 4161.8/4261.8/4361.8.

The District may deny family care leave to a salaried employee who is among the highest-paid ten percent of district employees where the refusal is necessary because restoration of the employee to his or her position following the leave will result in substantial and grievous economic injury to the operations of the District. Prior to the leave, such an employee will be notified of his or her

status as a key employee and the District's determination that it will refuse to reinstate the employee after the leave due to the above-described substantial and grievous economic injury which will result to the District.

If both parents of a child work for the District, each parent may take up to 12 weeks of family care and medical leave related to the birth or placement of the child. (see Board Policy AR 4161.8/4261.8/4361.8 for additional information).

7.20 Half-Day Leave

Whenever a half-day of leave is taken, the teacher's remaining half-day work hours commitment shall mirror the half-day calculation outlined for substitute teacher coverage in 22.4.1, with 50% of the day referring to 50% of the teacher's actual contract-day minutes.

7.21 Discretionary Leave *[relocated from being a subsection of 7.2]*

Each teacher shall be entitled to utilize ~~two (2)~~ three (3) days of his/her sick leave allotment during each school year for discretionary leave. Discretionary leave may be utilized subject to fifteen (15) calendar days written notice via procedural leave input or via written notice to his/her supervisor.

Discretionary leave is only subject to approval/denial in any of the following three (3) conditions:

- If the leave is contiguous with non-instructional days, not including weekends (e.g., if it is adjacent to a week-long calendar break or three day weekend);
- If numerous unit members have already indicated the same day for discretionary leave (over 5% of unit members in the District, or over 20% of unit members at the site, or half of members in the same small District department);
- If discretionary leave is indicated fewer than fifteen (15) calendar days in advance as indicated above.

Under any of the three (3) conditions above, the District has the right to exercise discretion in anticipating hardship caused by the leave's timing and to potentially deny the leave accordingly. However, the District may not unreasonably deny discretionary leave, and can no longer deny discretionary leave once ten (10) instructional days have elapsed since the teacher's written notice of the leave was provided.

13. ~~SUMMER SCHOOL~~ SUMMER LEARNING ACADEMY

13.1 Settings and Timeframes

- a. Summer Learning Academy (“SLA”) will take place immediately following the end of the regular instructional year, with its exact dates identified and announced by the District/Site via program postings for teacher recruitment, communicated no later than April 1. For summer 2023 programs only, this April 1 deadline shall instead be within 10 (ten) school days of this MOU being ratified.
- b. All comprehensive secondary sites will host SLA.
- c. Non-comprehensive secondary sites may also host SLA by opting in.
- d. Elementary sites host SLA by opting in.

13.2 Schedules

- a. For secondary-site programs, teacher hours will be in accordance with Article 6.6. Student hours will be scheduled for up to three daily sessions:

Morning session: 8:00am to 12:00pm (teaching hours 7:45am to 12:15pm)
Afternoon session: 12:30pm to 4:30pm (teaching hours 12:15pm to 4:45pm)
Remote virtual session: 5:00pm to 8:00pm (teaching hours 4:45pm to 8:15pm)

Teachers shall additionally be compensated for 30 minutes of preparation time per day, per secondary-site SLA shift.

Teachers must only teach a maximum of two shifts. For any teacher who works two of the above session-shifts when the shifts are immediately consecutive, the District/Site shall also ensure a 30-minute lunch break. (This means a morning and afternoon session is only 9.5 compensated hours, not 10; similarly, a teacher working afternoon and evening-remote shifts is released for lunch between 4:30 and 5:00pm, and is compensated at only 8.5 hours rather than 9. However, morning and evening-remote shifts combined still equates to 9 total hours.)

- b. For elementary-site programs, student hours will be 8:00 am to 12:30 pm (with teaching hours being 7:45 am to 12:45 pm per **Article 6.6**). Teachers shall be compensated for (5) hours per day (includes 15 minutes before and after). This assignment is considered a single shift.

Note: Teachers working at an elementary SLA have the option to apply for additionally working a secondary evening-remote shift if credentialing allows.

- c. Elementary orientation and preparation: Elementary-site programs shall include 10 (ten) compensated hours before the summer program starts, without students, scheduled reasonably at site discretion. These hours shall include at least 6 (six) hours of teacher

in-room preparation time, with up to 4 (four) hours consisting of professional development and/or meetings.

13.3 Class size for SLA must be no more than 20 to 1 at the elementary level (with 20 as a hard cap), and 32 to 1 at secondary level (with 32 as a hard cap).

13.4 SLA teacher salary schedule shall be in accordance with the teacher's hourly rate (see Appendix G), paid through the timesheet submission and payment cycle.

13.5 Teachers shall not be required to teach SLA. Participation in SLA is optional for teachers.

13.6 SLA teachers shall be given preference for the SLA teaching vacancies at their own school site provided such teachers are appropriately credentialed to teach the subject matter. If a sufficient number of current SLA teachers are not available to teach at any given SLA site, that site will work with Human Resources and the Stockton Teachers Association to identify teachers eligible to work at the appropriate level/subject/assignment provided they hold the appropriate credential pertinent to the teaching assignment.

13.7 SPED/RSP support

- a. Ed Specialists (herein referring to Resource Specialists and SDC teachers) shall provide support in SLA classrooms in which students are identified to receive targeted intervention. Any such Ed Specialist daily schedules shall accordingly mirror that of classroom teachers (same hours, single site), except when the assignment is posted as being on a consulting and/or itinerant basis with hours and/or site(s) explicitly differing from classroom teacher assignments.
- b. Ed Specialist instructional support may consist of whole-class co-teaching, and/or individual student support, and/or delivering small group instruction. All such Ed Specialist support for students may also include those who have historically struggled academically, as well as those who experienced significant learning loss and/or chronic absenteeism.
- c. Under no circumstance shall SLA Ed Specialists be required or expected to deliver SAI minutes as per a student's IEP, nor to complete case management duties. However, upon a student's enrollment, the student's classroom teacher(s) and any relevant Ed Specialist(s) shall be alerted to the student's pertinent IEP accommodations that may best support the student in the SLA setting. This is to equip general education teachers, administration, and Ed Specialists (as available) to collaborate on best practices for student accommodations and/or differentiation.

13.8 The District/site shall make every effort to notify selected SLA teachers no later than May 15. Teachers must respond to selection notification no later than ten (10) calendar days from the date of mailing of the notification. The District/site must provide SLA teachers with their SLA notice of assignment by the last teacher work day of the normal school year.

13.9 The District/site reserves the right to determine staffing needs of SLA teachers based on enrollment figures and to adjust staffing based on enrollment.

13.10 A change in assignment shall be agreed upon and between site leader and teacher.

13.11 The teacher shall have the right to request and shall receive written reasons when a change of assignment is made.

13.12 One (1) day of SLA sick leave shall be granted to each SLA teacher per shift. Such sick leave shall be limited and is cumulative to summer school usage, and is not involved with regular per-diem employment sick leave. Each site is responsible for classroom coverage if a teacher is unable to perform teaching duties as planned.

13.13 At the end of the summer session, a summer school teacher may opt to be paid for the one (1) day of unused sick leave per shift earned during the current summer session. Payment for the one (1) day of unused summer session sick leave per shift will be made at the teacher's request and at the teacher's daily summer school rate. The request for pay for unused sick leave will be made no later than the last day of the summer session. If the teacher elects not to be paid, the sick leave day per shift accumulates in accordance with contract language.

13.14 The following leaves do not apply and cannot be used during summer school:
(1) Pregnancy, (2) Emergency, (3) Class B, (4) Dependent, (5) Maternity,
(6) Child Rearing, (7) Adoption, (8) Legislative, and (9) In-Service.

13.15 Teacher evaluation is no longer part of Summer Learning Academy and accordingly will not occur.

13.16 Lead Teachers

Whenever an Association bargaining unit member fills the quasi-administrative role of Lead Teacher (for any District-sponsored instructional program outside the regular contracted instructional calendar), the following shall apply:

- a. Any Lead Teacher's compensation will be their hourly rate.
- b. On the instructional days of an elementary SLA program, the Lead Teacher's hours and sick leave provisions shall mirror those of teachers working the program, plus an additional 15 minutes at the beginning and end of the normal teaching shift. This adds 30 compensated minutes per instructional day of the program for the lead teacher, such that the Lead Teacher nets 5.5 compensated hours instead of 5.
- c. On the instructional days of any secondary SLA program, the Lead Teacher's hours likewise include an additional 15 minutes at the beginning and end of shifts they are present on site to support.

- d. Additional time will be compensated (and proactively disclosed) for time asked of the Lead Teacher to be “on call” for support (or remote support) of other shifts (secondary PM, evening-remote, ELOP, etc.).
- e. No more than 9.5 compensated work hours may occur per instructional day (e.g., 7:30am – 5:30pm with a duty free 30-minute lunch).

13.17 Program Preparation and Potential Extra Trainings

- a. Sites are allocated time to prepare for summer programming. In the event the responsible administrator is unable to complete the prep work, any teacher asked to assist will be compensated hourly.
- b. Whenever any additional mandatory training is unavoidably required beyond what is elsewhere stipulated in this MOU/article (whether for Lead Teachers or other teachers), all pertinent teachers shall be alerted and compensated hourly for the time needed.

13.18 Intersession for High Schools

For any intersession (offered in the Fall, Winter and Spring), Lead Teacher work hours will likewise have 15 additional minutes before and after classroom teacher work hours (e.g. 7:45am–12:15pm for classroom teachers will mean 7:30am–12:30pm for a Lead Teacher).

Other on-call support hours may be stipulated in advance by the District and compensated accordingly. Program preparation hours for intersession shall operate under the same guidelines as for SLA (see section 15.2).

~~13.1—Summer school programs are optional and operated at the discretion of the District.~~

~~13.2—No teacher shall be required to teach summer school.~~

~~13.3—Teachers shall be given first preference for summer school teaching vacancies provided such teachers are qualified to teach the subject matter.~~

~~13.4—The District shall make every effort to notify selected summer school teachers no later than May 15. Teachers must respond to selection notification no later than ten (10) calendar days from the date of mailing of the notification.~~

~~13.5—Secondary summer school programs (grades 7-12) will be 29 student contact days in duration, as permitted by State Department of Education Guidelines. Instructional time will~~

~~include two (2) 125-minute periods, and a 35-minute break/preparation time will be scheduled between the two periods.~~

~~13.6 — Sick Leave~~

~~13.6.1 One (1) day of sick leave shall be granted to each summer school teacher. Such sick leave shall be limited and is cumulative to summer school usage, and is not involved with regular employment sick leave.~~

~~13.6.2 At the end of the summer session, a summer school teacher may opt to be paid for the one (1) day of unused sick leave earned during the current summer session. Payment for the one (1) day of unused summer session sick leave will be made at the teacher's request and at the teacher's daily summer school rate. The request for pay for unused sick leave will be made no later than the last day of the summer session. If the teacher elects not to be paid, the sick leave day accumulates in accordance with this Section.~~

~~13.6.3 The following leaves do not apply and cannot be used during summer school:~~

~~(1) Pregnancy, (2) Emergency, (3) Class B, (4) Dependent, (5) Maternity, (6) Child Rearing, (7) Adoption, (8) Legislative, and (9) In-Service.~~

~~13.7 — Transfer/Assignment~~

~~13.7.1 The District reserves the right to transfer summer school teachers based on enrollment figures and to terminate employment based on enrollment and staffing needs.~~

~~13.7.2 A change in assignment shall only be made for good and sufficient reason.~~

~~13.7.3 The teacher shall have the right to request and shall receive written reasons when a change of assignment is made.~~

~~13.8 — Class Size~~

~~13.8.1 The class size guidelines for summer school shall be 35 to 1 at the elementary and secondary levels, with an enrollment cap of 40 pupils. Up to seven (7) days will be allowed to make class size adjustments to meet the individual class size cap of forty. Classes may be dropped when the enrollment for classes goes below 20 to 1 in an individual class.~~

~~13.8.2 In the event the class size cap of 40 is exceeded, a committee composed of the summer school principal (or designee), the teacher, and the president of STA (or designee) will meet to determine whether a waiver is warranted. A counselor may attend as an ex-officio member.~~

~~13.8.3 Overages will be paid for student enrollments over 35 and will begin on the eighth (8th) day of the overage.~~

~~13.9 Salary~~

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

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

~~13.10 Evaluation~~

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

~~13.11 Summer School Point System~~

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

~~Summer School Point System shall be as follows:~~

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

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

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

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

~~13.12 Teachers shall be notified by December 15th each year that the deadline for submission of Innovative Summer School courses shall be the second Friday in January.~~

~~13.13 Local site projects for summer work shall be advertised to all teachers at the site and to all teachers, if the funding source permits.~~

14. TEACHER/ASSOCIATION RIGHTS

14.1 Facilities

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

14.2 Member Communications

14.2.1 Bulletin Boards

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

14.2.2 District Mail

The Association may use the District mail service and teacher mailboxes for communication to teachers.

14.2.3 Association Use of District Email

The Association and its members may utilize District email to communicate during non work time. The email communications must comport with the District's acceptable use policy.

[The District will provide access to the Association president to keep their District email account active with the understanding that the District reserves the right to monitor any on-line communications for improper use per Acceptable Use Agreement and Board Policy 4040. Upon request, the president's email address will be digitally authorized to sender-restricted Distribution Lists \(DLs\) to communicate with STA bargaining unit members.](#)

14.3 Association Business

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

14.4 Information Rights

14.4.1 The District shall provide the Association with contact information on the Association unit members, which shall include new hires and temporary teachers. The information shall be provided to the Association President in digital or electronic format once a month. The contact information shall include the following items (if provided by the employee and is readily available).

- i. Name
- ii. Home Address
- iii. Phone Numbers – work, home and cellular
- iv. Personal (non-District) Email Addresses
- v. School Site
- vi. Assignment (Primary, Intermediate, Coaching, VAPA, etc.)
- vii. Hire Date
- viii. Seniority Date
- ix. Full Time Equivalent (FTE) status
- x. Employment Status (i.e., Probationary, Permanent, temporary, substitutes, etc.)
- xi. Type of Credential (i.e., Clear, Preliminary, Short-Term Staff Permit, Provisional Internship Permit “PIP” or College Internship, etc.
- xii. An indication of whether the District is deducting dues for membership
- xiii. District email address

14.4.2 The District shall furnish the Association upon written request the placement of teachers on the salary schedule

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

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

14.4.5 Each teacher shall be notified annually of how to directly access their sick leave balance.

14.4.6 New Teacher Orientation

The District shall provide the Association access to the New Teacher orientations with 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.

14.4.6.1 Annual Orientation

Once each year prior to the start of the school year, an annual orientation shall be held for new teachers.

The Association shall be invited and permitted to send Association representatives (including CTA representation) to this new employee orientation.

The Association’s new member access time shall include the 30 minutes of orientation immediately prior to lunch.

14.4.6.2 ~~Mid-Year~~ Monthly Orientations

For teachers hired after the annual orientation, ~~mid-year~~ monthly orientations shall be held ~~periodically. Unless~~ except when the Association president mutually agrees with the District to postpone ~~such mid-year orientations, these orientations shall be held no less often than twice per school year.~~ The Association shall be invited and permitted to send Association representatives (including CTA representation) to any ~~mid-year~~ monthly new Employee orientation.

If orientation attendance occurs during contracted work hours, two (2) Association chosen representatives shall be released from assigned duty to present during any ~~mid-year~~ monthly orientation.

If orientation attendance occurs outside contracted work hours, the new teachers shall be paid at the per diem-rate.

14.4.7 Contract Benefits

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

14.5 Adverse Action

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

14.6 Non-Discrimination

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

14.7 Constitutional Rights

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

14.8 Personnel Files of Teachers

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

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

14.9 Complaints Regarding Teachers

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

14.10 Individual Contracts

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

14.11 Instructional Materials and Technologies

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

14.12 Access to Duplicating Facilities

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

14.13 Committees and Task Forces

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

14.14 Bilingual Education

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

14.15 Third Party Requests for Member Information

The District shall make every effort to notify STA prior to responding to any Public Records Act requests for STA unit member information. This provision shall not interfere with or impede the District's timely compliance in responding to the California Public Records Act requests.

15. TEACHER SAFETY

- *NOTE: Merely for simplicity, all non-modified sections of the article are not being listed here, and are understood as remaining unchanged by this proposal.*

15.20 Teachers must not be prompted or expected to rearrange, move, or change physical classroom contents to accommodate someone else's use of the room. This shall not be construed to limit the District's ability to ensure safety and legal compliance of classroom arrangement and contents.

Examples of "appropriate prompts" to teachers regarding room arrangement:

- ...to honor a standardized test's regulations concerning room-setup compliance.
- ...to protect their own belongings (e.g., in light of an upcoming school break, to remember to take home or lock up personal property, or to make sure nothing of their own is left on the walls where it might be damaged or lost in the process of walls being cleaned).

Examples of "inappropriate prompts" to teachers regarding room arrangement:

- ...to stack or otherwise rearrange classroom furniture to facilitate custodial or end of year/term close out processes.
- ...to set up their own classroom to support someone else's use of the room later (instructional or otherwise).

17. TRANSFER AND ASSIGNMENT

17.1 General

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

17.1.2 The District and the Association agree to form a committee of six (6) individuals, three (3) appointed by each party, to jointly study the language and process of Article 17, and make a presentation and recommendation to the bargaining teams regarding Article 17 as part of any negotiations in which Article 17 is reopened. The committee may meet during the work day with District paid release time. [The parties retain the option to mutually waive usage of this committee.](#)

17.2 Definitions

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

17.2.2 A voluntary transfer is teacher-initiated.

17.2.3 An involuntary transfer is District-initiated.

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

17.2.5 A life level is one of the following:

- a. Preschool;
- b. Transitional Kindergarten;
- c. Traditional Kindergarten;
- d. Primary (grades 1-3);
- e. Intermediate (grades 4-8 non-departmentalized settings);
- f. Secondary within the same department (departmentalized settings)

17.2.6 A special position means a position required for the staffing of particular programs or projects. "Life level" / "departmental" teaching positions, as those listed in 17.2.5 shall not qualify as special positions. Only the following shall be considered special positions (unless otherwise agreed as specified below);

- promotional positions (such as instructional coaches and program specialists)
- teachers on special assignment
- intervention positions when so indicted in the position's original posting

Positions may be additionally included in the above list as "special positions" by mutual agreement of the Association and the Assistant Superintendent of Human Resources (or designee).

17.2.7 A temporary teacher is a teacher hired and designated by the District as "temporary" pursuant to the Education Code. The District shall follow California Education Code as it pertains to temporary teachers.

17.2.8 Order of Seniority

Whenever bargaining unit members are referred to as making selections (or are themselves selected) on a "by seniority" basis, the sequence shall be by:

- District seniority (highest first)
- Cumulative District seniority (highest first): Tiebreakers on District seniority shall be resolved by employee's total contracted time in certificated-unit employment in the District, including contracted time preceding any break in service but excluding the break itself
- Cumulative teaching experience (highest first): Tiebreakers on cumulative District seniority shall be resolved by years of acknowledged teaching experience per steps-placement on the salary schedule
- Any remaining ties resolved by the drawing of lots

17.3 Transfer Criteria For Pass-Over Process

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

17.3.1 Special Programs

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

17.4 Voluntary Transfers

17.4.1 Eligible Teachers

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

17.4.2 Ineligible Teachers

Any teacher receiving one (1) final unsatisfactory performance evaluation shall be denied the voluntary transfer provision as outlined in this Agreement absent special circumstances as determined by the Assistant Superintendent of Human Resources

after consultation with STA and teacher in the subsequent year. Temporary and substitute teachers are not eligible to participate in the voluntary transfer provision as outlined in this Agreement.

Once a teacher secures a position through any form of voluntary transfer, that teacher shall be ineligible to apply for any other position until the subsequent school year has begun.

17.4.3 Notice

Notices of all vacancies shall be initially posted in January, beginning within two (2) weeks following the conclusion of winter break. A request for transfer does not require the endorsement of the principal with whom the teacher is working. If a teacher is not selected for a vacancy, (s)he shall, upon written request, receive a written explanation.

Notices of vacancies shall be posted on the District website, EdJoin, or both (with posting practices applied consistently across all posted vacancies for the year) After the initial January posting, notices shall be posted as soon as the District determines that a vacancy exists.

Vacancies for voluntary transfers and for out-of-District applicants shall be advertised concurrently.

To apply for any posted position, eligible teachers must email the posting's designee. Internal candidates who email the posting's designee within the first two (2) business days after the posting and interview at a site-offered time shall be decided upon before out- of-District applicants are interviewed. For interviews occurring during the applicant's work day, the District shall provide the teacher with release time to attend the interview. However, for the initial January posting, the above period shall be five (5) business days, rather than two (2). After the last STA teacher contracted work day of the school year, the above period no longer applies.

Transfer postings will close as of the last STA teacher work day of the school year. Unit member requests for internal transfers will be honored when sent before the close as of the last contracted teacher work day of the school year. Internal transfer requests sent after this last day will not be processed.

17.4.4 Selection

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

For each interview and select position, selection shall be made by a site committee consisting of two (2) teachers, two (2) parents, and the site administrator. One (1)

teacher shall be selected by the site bargaining unit members. The other teacher shall be selected by the site administrator.

The site committee has the right to reject all applicants. A written justification shall be provided to the Human Resources Office if any applicant is rejected. In the event that the site committee does not select a voluntary transfer, the position shall remain posted until filled.

Participation in an interview and select process shall constitute acceptance of the position, if offered. If an applicant declines to interview for a position, the applicant shall forfeit the right to interview for that position (at that site) for the remainder of the school year.

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

17.4.6 Voluntary Seniority Transfer

17.4.6.1 Timing and Notifications

During the second week of July ~~week before the first contracted teacher work day~~ of each ~~school~~-year: there shall be a voluntary seniority transfer event conducted virtually via remote access for bargaining unit members. The week of this event shall not be altered except to comply with law, or by mutual consent of the District and the Association.

No later than fourteen (14) calendar days before the last contracted teacher work day of that school year: the intended time(s) and location of this event shall be distributed to the Association and all unit members along with how and when to register for the event.

As soon as mutually practicable each school year (and also upon ratification of this Agreement), the seniority transfer event of the next upcoming summer shall be explained in a joint Association-District communique sent through District email to all bargaining unit members.

17.4.6.2 Eligibility and Selection

The seniority transfer event shall only be open to teachers who were eligible for voluntary transfer during the current year but did not transfer. Each teacher attending shall have the right to choose from the current list of vacancies for which the teacher is qualified. The order of teachers making selections shall follow order of seniority per 17.2.8. be:

- ~~District seniority (highest first)~~
- ~~Ties (above) shall be resolved by years of acknowledged teaching experience as per placement on the salary schedule (highest first)~~
- ~~Remaining ties resolved by the drawing of lots.~~

All bargaining unit vacancies shall be incorporated into the seniority transfer except for the following:

- special positions (per 17.2.6)
- dependent charter school positions involving special hiring protocols (in accordance with past practice)
- positions (mutually pre-identified by the District and Association) that include special programmatic expectations

During the event, vacancies created through teacher selection (excluding the exceptions listed above) may be added to the list of vacancies from which subsequent teachers can select. Such additions shall be at District discretion.

Any teacher attending this event shall only be allowed to make one transfer selection during the event: and any such selection is irrevocable. Registered teachers who decline selection or attendance shall retain their current position.

17.5 Involuntary Transfers (Rebalancing)

A teacher may be involuntarily transferred for good and sufficient reason. The District shall request a volunteer prior to imposing an involuntary transfer. The teacher of the lowest ~~District's~~ Seniority (per 17.2.8) within the same life level shall be designated for the involuntary transfer, unless the least senior teacher is protected by application of the transfer criteria by the site administrator (see Section 17.3). In such case, the next least senior teacher shall be designated. When the transferred teacher is placed at another site, the pass-over criteria in Section 17.3 shall not be applied to the teacher at that new site.

[In rebalancing, eligible qualified volunteers retain the same protections \(per this section\) as apply to those who are involuntarily transferred. However, any employee barred from voluntary transfer is likewise barred from volunteering in a rebalancing situation. If there are ever more volunteers than needed for rebalancing, the same order of seniority shall apply as in 17.5.3 below.](#)

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

17.5.2 The teacher being transferred shall have the right to choose from the current list of known vacancies for which the teacher is qualified. Teachers transferred after the beginning of the school year shall be given ten (10) working days notice before the actual transfer occurs to the extent feasible. Transfers should be scheduled to minimize the disruption of the educational process. A teacher

transferred after the school year begins shall be granted two (2) day's-release time to make the transfer, if the transfer occurs when school is in session.

17.5.3 ~~Order of Selection~~ The order of teachers making selections shall follow order of seniority per 17.2.8. ~~be:~~

- ~~District seniority (highest first)~~
- ~~Ties (above) shall be resolved by years of acknowledged teaching experience as per placement on the salary schedule (highest first)~~
- ~~Remaining ties resolved by the drawing of lots~~

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

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

17.5.5.1 Membership in a secondary department shall be determined by the majority of assignments within the past two (2) years and/or if this is not conclusive, within the past three (3) years. ~~District's~~ Seniority (per 17.2.8) among those teachers in the department at the location being reduced shall prevail unless the school department conditions listed in Section 17.3 are adversely affected by such transfer.

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

17.5.5.3 If the teacher to be transferred has taught in two (2) departments, that teacher's ~~District's~~ Seniority (per 17.2.8) among those teachers in the minority department should be considered for the purpose of reassignment to a vacancy in his/her major/minor area at the school site before the transfer is made.

17.5.6 Involuntary Transfer Pass-Over Provision

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

17.5.7 Exclusions

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

17.6 Special Positions (Historically Specially Funded Positions)

Special positions are positions required for the staffing of particular programs or projects,(see 17.2.6) and which, during periods of categorical funding, were not typically funded from the general fund. Special positions terminate upon the expiration of the funding and or the program or project. Any teacher may volunteer to serve in a special program or project for which the teacher is qualified. Selection of a teacher for a special position is at the sole discretion of the District. Placement in any such position shall be assigned on a year-to-year basis, or as determined by the District, with such time basis included in the position's posting.

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

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

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

17.7 Assignments

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

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

17.7.3 Limitations

- a. The assignment for each secondary teacher (including extended-term substitute teachers) should must not consist of ~~no~~ more than three (3) different ~~subjects~~ course-preps. For this provision to be waived by any teacher, the following must occur:
- The teacher has already reached permanent status;
 - The teacher is provided with a “More Than Three Course-Preps Waiver”;
 - The teacher voluntarily completes and signs the waiver, with signed copies provided immediately to the Association and the Asst Supt of Human Resources or designee;
 - Neither the District nor the Association object to the exception.
- b. Each No secondary teacher ~~should~~ may be required to make ~~no~~ more than three (3) room changes per day.

17.8 Temporary Teachers/New Teachers

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

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

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

An example of such special circumstances could include (if agreed to by all three parties), but is not limited to, the teacher having entered the District with two or more years of experience and already feels a new position may be more suitable. Another example could be that a site reduction/collapse of a class would inherently rebalance a new teacher to another site, but all three parties concur that the teacher is best-fit to remain at their current site by taking a different assignment that happens to be vacant.

Article 17.8.3 (newly hired teachers) does not supersede contract provisions concerning rebalancing and/or Involuntary Transfer/Reduction in Force (see Article 17.5).

17.9 New Schools

17.9.1 All teaching positions at a new school site shall be filled initially by utilizing the interview and select procedures of the voluntary transfer process in 17.4 with the modification that the two (2) teachers shall be selected by the Association and be from surrounding schools of the same grade levels as the new school. For new high schools, the District has the option to also add a student representative.

17.10 Movement Between Adult, Preschool and TK-12 Programs

17.10.1 A full-time or half-time adult education teacher (i.e., one working twenty 20 or more hours per five day week) may move to the regular program if a vacancy exists and if the teacher is credentialed in the subject area of the vacancy. A TK-12 teacher may move to the adult education program if a vacancy exists and if the teacher is credentialed in the subject area of the vacancy. The above shall likewise be practice for teachers moving from preschool to (or from) adult education or TK-12.

17.10.2 A teacher moving between programs under paragraph 17.10.1 shall be credited with experience gained in either the TK-12, preschool, or the adult education program in making the appropriate placement on the salary schedule of the program to which he/she is moving.

17.10.3 The date of first paid service for teachers moving between TK-12, preschool and Adult Education Program shall be defined as provided by Education Code.

17.11 Transfer Request for Probationary Teacher

A first-year probationary teacher may request a transfer during the school year for the remainder of that school year. The Assistant Superintendent of Human Resources, or designee, a representative of the Association, and the teacher shall meet to consider whether a transfer may be appropriate. A transfer for this purpose shall only be by mutual agreement of the District and the Association.

In addition, the Association and the District must make a determination that an acceptable position is available and that the transfer shall not adversely affect the pupils at either site. If retained, the teacher may remain in that position for the subsequent school year if the position is available. This is a voluntary procedure and is not a condition to any subsequent personnel action.

17.12 Mutual Agreement Transfer

17.12.1 Defined

A “Mutual Agreement Transfer” is defined as a transfer authorized simultaneously by a teacher, Human Resources, and the Association.

17.12.2 Process

Any of the three (3) parties above may email the other two (2) parties to consider meeting to consult about using this provision. Human Resources shall present vacancy options (whether one or more) for the teacher to select from.

This form of transfer may move the teacher at either of two (2) times;

- A. Effective immediately or at any time before the end of the school year. Between assignments, the teacher shall have two (2) school days released from assigned duty by the District.
- B. Effective as of the next school year. If this option is chosen, the release days described in (A) shall not apply.

Such transfer shall be finalized only if all three (3) parties have agreed, in writing, upon both the teacher's new position and upon timing options (A) or (B).

If transferred using this section's provision, a teacher shall be ineligible, for the remainder of the school year of teaching in their new position, for any form of transfer. The teacher also shall not be permitted any form of transfer back to their initial site for at least two (2) school years unless the Association and Human Resources agree that the circumstances necessitating the original use of this provision have ceased or become irrelevant.

17.13 Exchange Transfers

17.13.1 Defined

An exchange transfer is defined as two (2) or more unit members and their respective supervisors agreeing, in writing, to an exchange of the unit members' respective positions. Arrangements may be undertaken at any time, but shall not take effect until the start of the next school year.

17.13.2 Timelines and Authorization

Unit members may approach one another directly to explore potential exchange transfers. When unit members discover a potential exchange match, they shall each contact each of the immediate supervisors to indicate their intentions.

The exchange's positions shall be agreed to in advance, in writing, by all unit members involved and their current supervisors. Any subsequent impact to either position shall occur though each unit member already fully occupies the new position.

Once mutually agreed in writing, an Exchange Transfer Agreement may only be nullified by mutual agreement among all participating teachers and supervisors.

[Note: this page would be added in the appendices, not to the article.]

“More Than Three Course-Preps” Waiver Form for Approving Exceptions to 17.7.3.a

Employee ID#: _____

Date: _____

I, _____, teacher at _____,
(teacher name, printed) (site name)

recognize that the STA-SUSD contract guarantees a teacher cannot be assigned more than three different course-preps at once. However, as a teacher with permanent status, I hereby voluntarily waive this restriction from 17.7.3.a of the contract (see below) by consenting to my assignment potentially including up to _____ course-preps at once during the _____ - _____ school year.

17.7.3 The assignment for each secondary teacher must not consist of more than three (3) different course-preps.

Signatures of Approval

Teacher date: _____

Principal date: _____

Association President date: _____

Asst Supt of HR date: _____

18. WAGES

18.1 Salary Schedules

- 18.1.1 Teachers shall be paid on the salary schedules set forth as reflected in the appendices.
- 18.1.2 Addition of longevity increase for 27 years, column E and F effective July 1, 2000. This longevity increase will apply to Adult Education and Vocational Education Teachers.
- 18.1.3 Class 1A is for teachers with emergency credentials, waivers only, or intern credential. This column does not apply to teachers with Vocational Education credentials (please refer to side letter dated 12/11/00).
- 18.1.4 Effective July 1, 2003, newly hired teachers who participate in the new teacher in-service shall be paid the daily substitute rate for up to five (5) additional orientation days at the beginning of the year (refer to section 6.18.3).
- 18.1.5 Attraction/Retention Supplemental Plan for 2021-2022 and 2022-2023 to Augment Total Compensation
 - a. Up to \$5,000 tuition reimbursement to the following:

Teachers College of San Joaquin	University of the Pacific	Sacramento State
Humphreys (Multiple and ECE only)	Western Governors	Stanislaus State
University of San Diego (BCLAD)	National University	CSU East Bay
Loyola Marymount University	UMASS (Brandman)	Alliant
Grand Canyon University	University of Phoenix	Others as SUSD secures partnerships

[At time of agreement, the District and Association mutually understood the above tuition reimbursement was confined to a specific purpose of non-credentialed teachers securing their credential while in the employ of the District. This reimbursement program is neither permanent nor covers tuition any more broadly than the program was intended to cover.](#)

b. Substitute teacher signing bonus: \$1,000 paid after 30th working day (must work 30 days of first 90 days of hire)

c. Teacher signing bonus for new hires:

- i. Newly-hired teachers for Math, Science, and Special Ed (by position as well as by credentialing qualification): paid a total of \$7,000 (\$2,500 mid-year check; \$4,500 upon completion of the school year)
- ii. All other newly-hired teachers besides Math, Science, a Special Ed: paid a total of \$5,000 (\$2,000 mid-year check; \$3,000 upon completion of the school year)

[*All signing bonuses and reimbursements for subsection 18.1.5 will sunset June 30, 2024.](#)

18.2 Salary Increases

- 18.2.1 The parties are committed to the concept of “total compensation” and recognize that an employee’s compensation increase is the total of the salary and any funded increase in benefits.
- 18.2.2 Effective July 1, 2013, District salary schedules were increased by one percent (1%). The schedules shall be adjusted as set forth in section 18.14. There shall be no increase to the Master’s stipend and Ed.D. and Ph.D. stipend. Salary increase was effective July 1, 2013.
- 18.2.3 Effective July 1, 2013, District salary schedules shall be increased by three (3%) percent above the current level (above levels of 18.2.2) to include 45–day consultants, the teacher hourly salary schedule; extra pay for department chairperson, Master’s stipend, Ph.D. stipend, preschool teachers, long term-substitutes, daily substitutes, and those percentage stipends paid off the stipend base salary. Salary increases shall be retroactive effective to July 1, 2013.
- 18.2.4 Effective July 1, 2014, District salary schedules shall be increased by three (3%) percent above the current level (above levels of 18.2.3) to include 45–day consultants, the teacher hourly salary schedule; extra pay for department chairpersons, Master’s stipend, Ph.D. stipend, preschool teachers, long term-substitutes, daily substitutes, and those percentage stipends paid off the stipend base salary. Salary increases shall be retroactive effective to July 1, 2014.
- 18.2.5 Effective June 30, 2015, after the close of the business day, the salary schedule shall reflect a 5.5% salary increase (above levels of 18.2.4) for additional services for students as reflected in Article 6 – Teaching Hours, for teacher collaboration (6.5.1); professional development (6.18.1) and parent engagement (6.20.1).
- 18.2.6 Upon ratification, a one percent (1%), off-schedule payment, shall be paid to bargaining unit members based upon the 2013-2014 salary schedule. Section 18.2.3 shall be applied prior to the implementation of this off-schedule payment.
- 18.2.7 The District and the Association agree that effective upon ratification by both Parties, all salary schedules shall be increased by four (4%) percent above levels of 18.2.6) for the 2015-2016 school year retroactive to July 1, 2016.

- 18.2.8 The District will pay a one-time payment of \$1,500 for all unit members employed during 2016-2017 and all unit members who retired in 2015-2016.
- 18.2.9 The District and the Association agree that effective upon ratification by both parties, all STA salary schedules shall be increased by three (3%) percent (above levels of 18.2.7) for 2016-2017 school year effective July 1, 2016.
- 18.2.10 The District and the Association agree that effective upon ratification by both parties, all salary schedules shall be increased by two and a half (2.5%) percent (above levels of 18.2.9) for 2017-2018 school year effective July 1, 2017. The three (3) additional work days (Article 6.18.1) will be included on the salary schedule at the per diem rate.
- 18.2.11 The District and the Association agree to form a committee of six individuals, three appointed by each party, to jointly study the revision of all salary schedules and stipends, and make a presentation and recommendation to the bargaining teams regarding the salary schedules. The committee may meet during the work day with District paid release time. The committee shall continue its work into the 2020-2021 negotiations for its full recommendations.
- a. For 2020-2021 negotiations, this committee's studies and presentation/recommendation to the bargaining teams shall, at minimum, address the following three topics:
- Revision of all stipend-base salary increments (athletic and otherwise)
 - Agriculture extended year
 - CTE equivalency updates
- 18.2.12 For the 2018-19 school year, all salary schedules will be increased by two (2%) percent above the current level (above levels of 18.2.10) to include 45-day consultants, the teacher hourly salary schedule; extra pay for department chairperson, Master's stipend, Ph.D stipend, preschool teachers, long term substitutes, daily substitutes, the PAR stipend, and those percentage stipends paid off the stipend base salary. Salary increases shall be retroactive effective to July 1, 2018.
- 18.2.13 The District and the Association agree that upon ratification (and retroactive to July 1, 2019), a one-time two (2%) percent off-schedule (based on 18.2.12 levels) payment shall be paid to all members, to include 45-day consultants, the teacher hourly salary schedule, extra pay for department chairperson, Master's stipend, Ph.D stipend, preschool teachers, long term substitutes, daily substitutes, the PAR stipend, and those percentage stipends paid off the stipend base salary.
- 18.2.14 As part of settling 2019-2020 negotiations, the District and the Association agree that effective (and retroactive to) July 1, 2020, all salary schedules shall be increased by two (2%) percent above the current level (above levels of 18.2.12) if LCFF revenue is restored to 2019-2020 levels on a per-pupil basis.

Such LCFF level resumption shall be, at minimum, checked/verified by second interim. If such levels do not materialize for 2020-2021 by unaudited actuals reporting period, this section becomes null and void.

Such increase, if occurring, shall include 45-day consultants, the teacher hourly salary schedule, CTE Equivalency salary schedule, extra pay for department chairperson, Master's stipend, Ph.D stipend, preschool teachers, long term substitutes, daily substitutes, the PAR stipend, and those percentage stipends paid off the stipend base salary.

18.2.15 For the 2020-21 school year onward, all salary schedules will be increased by two percent (2%) retroactive to July 1, 2020 above the current levels created by 18.2.14.

Above these increased levels, for the 2021-22 school year onward, all salary schedules will then also be increased by four percent (4%) retroactive to July 1, 2021.

The above retroactive increases to the salary schedule are to include: retired consultants, the teacher hourly salary schedule, preschool teachers, long term substitutes, daily substitutes, the PAR stipend, those percentage stipends paid off the stipend base salary (including Master's/Doctorate degree and preschool longevity stipends), and extra pay for department chairpersons.

Exclusions:

- Employees who resigned with an effective date prior to the last instructional day of 2021-2022 (May 26, 2022) are not eligible for the 2021-2022 salary increase (4%).
- Employees who resigned with an effective date prior to the last instructional day of 2020-2021 (May 27, 2021) are not eligible for the 2020-2021 salary increase (2%).
- Retirees shall not be excluded.

Retroactive payments per this section shall be paid no later than the November 2022 pay cycle.

18.2.16 For the school years below, compensation will be as follows:

- An on-salary schedule increase, effective July 1 for 2022-2023, of \$4000 to every annual salary cell. This shall directly apply to STA salary schedule, CTE, Adult, Head Start Associate, and Preschool 8-Hour Day (with preschool's 5-hour and 7-hour's annual rates derivative of the hourly rates created by the 8-hour schedule changes). The parties recognize this increase as being established using the approximate cost of a 4% traditional salary increase, divided by the number of FTEs, placed onto salary cells as equal dollar amounts.

Retroactive payment on the above 2022-2023 on-schedule increase will be for base salary only (i.e. the resulting annual salary number in the schedule cell) for salaried employees, with the retired consultant rate increasing 4% (and considered a form of base salary even if done using a timesheet). Thus, no retroactive payment will be made on: timesheets, stipends, substituting at daily and long-term rates, ratio-factor, extra duty or any extra compensation aside from base salary. (The only qualifying substitute pay type for this retroactive payment is the extended-term rate, since for the extended-term rate the substitute is "placed on the salary schedule" and paid at Column 1A.) Starting with the 2023-2024 year, the increases will be applied to all compensation and to any retro payments calculated for the 2023-2024 contract year onward.

Similarly, all forms of pay-increase (typical of the more recent subsection 18.2 raises above) not directly calculated using an annual salary cell are contractually increased by 4% for cumulative compounding purposes, but shall not receive retroactive pay for 2022-2023. This expressly includes retired consultants, the teacher hourly salary schedule, long term substitutes, daily substitutes, the PAR stipend, and extra pay for department chairpersons.

- b. 2023-2024: 3% on-schedule increase, effective (and retroactive to) July 1, 2023 and a one-time lump sum payment of \$7,500
2024-2025: 1% on-schedule increase, effective and beginning July 1, 2024

The above increases for 2023-2024 and 2024-2025 include: retired consultants; the teacher hourly salary schedule; preschool teachers; long term and daily substitutes; the PAR stipend; all stipends paid off the stipend base salary (extra duty, degrees, SPED, bilingual, athletics, etc.); and extra pay for department chairpersons.

- c. Retroactive payments caused by any portion of this particular successor agreement shall be paid no later than the November 2024 pay cycle (or within four months of Agreement ratification, whichever is later), by or before end-of-month, as a separate paycheck.

Exclusions:

- Employees who ended employment with the District (by any means besides retirement) with an effective date prior to their last contractual workday for 2022-2023 (usually May 30, 2023, but may differ for some positions) are not eligible for the 2022-2023 retroactive pay.
 - Employees who ended employment with the District (by any means besides retirement) with an effective date prior to their last contractual workday for 2023-2024 (usually May 31, 2024, but may differ for some positions) are not eligible for the 2023-2024 retroactive pay.
 - Accordingly, retirees shall not be excluded, and employees who ended employment in SUSD yet finished their contract-year with SUSD are not excluded from retro pay for the year(s) they completed.
- d. Beginning with the 2024-2025 school year:
- The parties recognize that retired consultant rates (after having the above increases applied) shall exceed \$350/day for a 6-hour day (see section 18.21 for rates).
 - The short-term daily substitute rate shall now be established as 2/3 (two thirds) of the Column 1A per-diem rate.
 - The long-term daily substitute rate shall now be established as 3/4 (three quarters) of the Column 1A per-diem rate.

18.3 Extra Days Worked

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

18.4 Original Placement on Schedule

- 18.4.1 Placement in the appropriate class shall be determined by the number of units earned beyond the bachelor's degree.
- 18.4.2 All degrees and units, including those earned in the armed forces, shall be issued by an accredited institution, as recognized by the U.S. Department of Education.
- 18.4.3 Foreign transcripts shall be evaluated by a recognized transcript evaluation service.
- 18.4.4 Degrees shall be acceptable if they are issued by an accredited institution, as recognized by the U.S. Department of Education.
- 18.4.5 ~~Effective upon ratification by the Association and approval by the Stockton Unified School Board, t~~
Teachers employed with outside experience shall be given year for year credit up to the maximum possible of 24 steps on the adopted salary schedule.
- a. ~~For initial implementation, the District will notify all employees no later than July 31, 2022 of the option to request salary placement review.~~

~~The District will implement new step credit placement in the following sequence:~~

- ~~1. New hires~~
- ~~2. Existing employees who request salary placement review by November 1, 2022~~
- ~~3. Existing employees who request salary placement review after November 1, 2022 but no later than November 1, 2023.~~

~~Upon completion of a salary placement review, current employees will have their pay warrant adjusted beginning no later than fiscal year 2023, with new placement retroactively compensated to the effective date above.~~

~~b. After November 1 of the 2023-2024 school year, any salary placement review per this section will not be retroactive to previous years, and salary placement review must be requested by November 1 of any school year to be eligible for change in placement for that school year.~~

- 18.4.6 A maximum of four (4) year's salary experience credit shall be granted for full-time teaching in the military service, service with the Peace Corps or VISTA.
- 18.4.7 Experience for salary placement purposes shall include all experience in positions which meet California certification requirements.

18.5 Step Requirements-Salary Schedule Advancement

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

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

- 18.6 Upper division and graduate courses may be taken for salary advancement without prior approval. A teacher may receive credit for more than fifteen (15) such units taken in one (1) year only with the prior approval of the District.
- 18.7 Vertical advancement on the salary schedule for a part-time teacher occurs only after accumulation of experience equal to a full year of teaching. For purposes of this section, the percentage of part-time service to be credited shall be based upon a five-period teaching day at the secondary school level, or the normal daily assignment by grade at the elementary level. Part-time teachers shall get credit for advancement on the salary schedule equal to that percentage of the teaching load they carry. They shall, nonetheless, receive their percentage credit if they work at least 75 percent of the schedule.
- 18.8 Unit Conversion
- Quarter units are converted to semester units by multiplying the quarter units by $2/3$. 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 shall be placed on the next column.
- 18.9 The District shall provide each teacher a statement once per year of the number of units that the has on file for him/her. The teacher must make a written request for such statement.
- 18.10 Lower division course units may be applied for advancement on the salary schedule only after prior approval by the Assistant Superintendent or designee and certification by the Principal to whom the teacher reports, and
- a. Courses proposed to be taken shall be timely and applicable to the subjects which the teacher is currently teaching, and
 - b. Are limited to four (4) units for each fifteen (15) applied for advancement purposes plus nine (9) lower division ethnic study units. No teacher may use more than nine lower division ethnic study units for advancement on the salary schedule.
- 18.11 Notification to Change Class on Salary Schedule
- 18.11.1 "Application for Transfer to Higher Classification on Salary Schedule" must be filed with the Human Resources Office.
- 18.11.2 Official transcripts must be on file in the Human Resources Office on or before November 1 to be considered for salary purposes for the current school year. Course work must have been completed prior to the first day of the employee's work year. The November 1 deadline is only for providing

transcripts for verification of completion of units, prior to the first day of the employee's work year. It is the responsibility of the teacher to obtain transcripts for the Human Resources Office before this deadline. Transcripts received after this deadline shall not be considered for change in salary until the succeeding year.

18.12 Practice Teaching Supervisors

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

18.13 Compensation Plan

18.13.1 Teachers shall be paid monthly in eleven (11) equal portions unless the teacher is a twelve (12) month employee.

18.13.2 The teachers' checks shall be issued on the last workday of each pay period.

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

18.13.4 Intern Support Teachers

Intern Support teachers shall be paid a stipend of \$500 per semester ([note: this amount may be different and pre-disclosed via a sending-institution contributing its own rates toward the purpose](#)). Support teachers who [receive](#) units from the sending institution shall not receive [such](#) a stipend from SUSD. The Human Resources Department shall send a notice to schools announcing the opportunity for teachers to be considered as a support teacher for an intern at their site. This announcement shall be placed in the teachers' mailboxes and/or on the school bulletin board. Teachers interested in being considered as a support teacher for an intern at their site shall notify the site administrator, in writing, of his/her interest.

18.14 Salary Schedule Adjustments

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

- a. The Teachers' Hourly Salary Schedule (Regular Teachers, Summer School, Home Instruction, Curriculum Development, Adult Education see Appendix G)
- b. Extra pay for Department Chairpersons (see Article 18.16.4.3 & 18.16.4.4)
- c. Substitute teachers (see Appendix G)
- d. Forty-five (45) day consultants (see Article 10.2.2)
- e. Stipend base salary (see Appendix G)

18.15 Regular Teachers' Salary Schedules (see Appendix G for regular teachers' salary schedules)

18.16 Additional Salary Schedules

This section contains salary schedules for summer school teachers, home instruction teachers, extra pay for middle and high school department chairpersons, athletics coaches, cheerleading coaches, Special Education teachers, academic team coaches (including but not limited to) mock trial, academic decathlon, MESA, competitive speech, debate, drama, JROTC, band, mariachi, newspaper, annual (yearbook), choir, and curriculum development.

18.16.1 Hourly Salary Schedules for Regular Teachers, Summer School, Home Instruction, Curriculum Development, and Adult Education (see Appendix G)

(Credit for teaching experience is allowed for service only in SUSD.)

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

18.16.2 Stipend Base Salary Anchors

- a. Effective and retroactive to July 1, 2019, the Stipend Base Salary shall refer to Class 1A ("non-credentialed") of the Salary Schedule. Thus, whenever Class 1A of the Salary Schedule changes, the Stipend Base Salary upon which increment codes are based shall be synonymous and equal to the new Class 1A amount of the Salary Schedule.
- b. Effective and retroactive to July 1, 2021 preschool teacher percentage stipends shall use a Preschool Stipend Base Salary, which shall refer to Column I, Step 3 of the Preschool 8 hour per day schedule. Thus, whenever I-3 of the Preschool 8 hour per day schedule changes, the Preschool Stipend Base Salary upon which preschool teacher percentage stipends are based shall be synonymous and equal to the new I-3 amount of the Preschool 8 hour per day schedule.

18.16.3 Extra Duty Pay for Athletic Coaches and Other Assignments

- a. The pay for coaching is to be based on the percentage of the Stipend Base Salary (identical to Class 1A of the Teacher's Salary Schedule).
- b. There shall be no additional pay for preschool or vocational coaching.
- c. Any athletics coaching stipend, with its accompanying duties, may be split between two coaches sharing a single position. However, it may only be split equally, and only a maximum of once at a time. (i.e., One stipend with its duties may be split equally among two individuals, but not among three, and also not unequally between two.)

For the 2022-2023 and 2023-2024 school years only ([after which it shall revert to the updated increment codes chart in 18.16.3.e](#)), the athletics increment stipends schedule shall add the

following stipends ~~(after which it shall revert to its 2021-2022 format unless negotiated otherwise)~~; such that each comprehensive high school will have 18 additional assistant coach positions as follows (Level 2):

V Baseball (2) V Softball (2) V boys basketball V girls basketball
V boys soccer V girls soccer V boys track V girls track
V boys tennis V girls tennis V boys volleyball V girls volleyball
V cheer site discretion (fall) site discretion (winter) site discretion (spring)

Additionally for the same period, Athletic Director (Level 1) would increase from a single annual stipend to 3 stipends per year by season (fall, winter, spring)

- d. For athletics stipend increments schedule placement, documented athletics coaching experience shall qualify interchangeably across increment stipends regardless of sport type, sport gender, or coaching role. Placement shall also include experience outside the District only when verifiable.
- e. Athletic coaches shall receive extra duty pay according to the schedule listed on the Athletic Increment Codes of the salary schedule: which shall adhere to the following:

<u>Assignment</u> (B&G = 1 position per gender per sport)	<u>Athletics Coaching Stipend</u>	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>	<u>4th Year</u>	<u>“Extra Weeks” (e.g., tournaments, playoffs, Kennedy games, etc.)</u>
<u>V Football, Athletic Director/season (3) with full release</u>	Tier 1	<u>10.5%</u>	<u>11.5%</u>	<u>12.5%</u>	<u>13.5%</u>	<u>0.8%</u>
<u>V B&G: Baseball/Softball, Basketball, Volleyball, Wrestling, Soccer, Track</u> <u>V: Football Asst (5)</u> <u>V Flag Football, JV Football, V Cheer/season</u> <u>+3 Athletic Director Asst (Fall, Winter, Spring)</u> <u>+3 at site discretion in this level (Fall, Winter, Spring)</u>	Tier 2	<u>7.5%</u>	<u>8.5%</u>	<u>9.5%</u>	<u>10.5%</u>	<u>0.6%</u>
<u>V B&G: Badminton, Cross Country, Golf, Swimming, Tennis, Water Polo</u> <u>JV B&G: Basketball, Soccer, Track, Volleyball, Baseball/Softball</u> <u>V B&G Asst: Volleyball, Soccer, Baseball/Softball (2 each), Basketball, Track (2B, 2G), Wrestling</u> <u>JV Flag Football, V Flag Football Asst (2), Frosh Football, JV Football Asst (4)</u> <u>V Cheer Asst/season, JV Cheer/season</u> <u>+3 at site discretion in this level (Fall, Winter, Spring)</u>	Tier 3	<u>6.5%</u>	<u>7.5%</u>	<u>8.5%</u>	<u>9.5%</u>	<u>0.5%</u>
<u>V B&G Asst: Cross Country, Golf, Swimming, Tennis, Water Polo</u> <u>JV B&G Asst: Basketball, Soccer, Track, Volleyball, Baseball/Softball</u> <u>Frosh: Football Asst (3), B&G Basketball, Soccer, Baseball/Softball (1 each), Girls Volleyball</u> <u>JV Cheer Asst/season, Frosh Cheer/season, JV B&G Badminton, Sr. High Intramurals, Middle School Sports, JV Flag Football Asst (2)</u> <u>+3 at site discretion in this level (Fall, Winter, Spring)</u>	Tier 4	<u>5.5%</u>	<u>6.5%</u>	<u>7.5%</u>	<u>8.5%</u>	<u>0.4%</u>
<u>Frosh Asst: Baseball (2), Softball (2), Soccer, B&G Basketball, Girls Volleyball, Frosh Cheer Asst/season</u>	Tier 5	<u>4.5%</u>	<u>5.5%</u>	<u>6.5%</u>	<u>7.5%</u>	<u>0.3%</u>

Intent: Athletics stipends across tiers 1-5 cannot be interchanged across sport gender or sport type. However, in collaboration with Operations, stipends of another “level” in the same sports program (e.g., V vs JV vs Frosh boys basketball) may be applied with some flexibility across the same program, but only within the same sport and same gender. “Extra weeks” applies the same way, with flexible interchangeability firmly confined to the same sport and gender; for example, JV and Frosh extra-week stipends could be used by non-Varsity coaches.

- f. Extra duty pay for other assignments shall use the stipend base as follows (with stipends able to be split, based on ratio division of labor and time, when multiple employees are co-responsible):

<u>Assignments</u>	<u>Tier (match athletics chart)</u>
<u>High School Activities Director</u> <u>Band (3: per season basis like cheer or athletic director)</u>	<u>1</u>
<u>Lead SkillsUSA/HOSA Advisor, Mariachi, Choir, Drama, JROTC</u>	<u>2</u>

SkillsUSA, HOSA, Competitive Speech and Debate, MESA, Mock Trial, Academic Decathlon	3
Annual/Yearbook, Newspaper	4
N/A	5

Assignment	1st Yr.	2nd Yr.	3rd Yr.	4th Yr.
1. Competitive Speech & Debate, Drama, Band, & JROTC	4.50%	5.50%	6.50%	7.50%
2. Newspaper	3.50%	4%	4.50%	5%
3. Annual (yearbook) and Choir	3%	3.50%	4%	4.50%
4. High School Activities Director	10.50%	11.50%	12.50%	13.50%

18.16.4 Amount Paid in Addition to the Salary Schedule

18.16.4.1 Degree Stipends

- a. Master's Degree (in Class C, D, E and F only): 3.3% of the Stipend Base.
- b. Doctorate Degree: 6.6% of the Stipend Base
- c. Official transcripts verifying degree conferral must be submitted to Human Resources by November 1 to receive the stipend for the current school year. Teacher fulfillment of all degree requirements must have been completed prior to the first day of the employee's work year. It is the responsibility of the teacher to obtain transcripts on or before this deadline. Transcripts received after this deadline shall not be considered for stipend issuance until the succeeding school year.

18.16.4.2 Effective and retroactive to July 1, 2021 preschool teachers shall receive Master's and Doctorate stipends using the percentages of 18.16.4.1 applied to the Preschool Stipend Base Salary (18.16.2.b).

18.16.4.3 The Chairperson of each high school department shall receive annually the incremental amount as listed on the salary schedule.

18.16.4.4 Starting with the 1989-1990 school year, middle school department chairpersons shall receive 75% of the high school department chairperson stipend listed in Section 18.16 including 75% of the amount for teaching periods in the departments above 25. A department shall consist of three (3) or more teachers assigned to the same or related subjects for 60% or more of the instructional day. Departments shall be confirmed by the

site administrator and the Assistant Superintendent of Educational Services or his/her designee.

18.16.4.5 Special Education Teachers shall receive a 3.5% of the Stipend Base Salary effective 7/1/01.

18.16.4.6 Bilingual Stipend

Unit members shall receive a stipend equal to 2.5% of the Stipend Base Salary 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 the teacher as a translator/interpreter; or
- any mutually approved language proficiency verification/testing 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.

18.16.4.8 Department Chair Extra Pay

Any high school department chairperson shall receive a stipend equal to 3.6% of the Stipend Base Salary. For each teaching period in that department above 25 periods for the school year, this amount shall be increased prorated by 1/25 of the stipend per extra period.

The same formulas and pay shall apply for any middle school department chair, but with a 2.7% stipend rather than 3.6%.

18.16.4.9 National Board Certification

Unit members who provide (and maintain as needed) evidence of National Board Certification shall receive a stipend equal to 1% of the Stipend Base Salary.

18.17 Work Year for Support Personnel

Position	Days in addition to teacher year	Base Salary Index: 1st year in position	Base Salary Index: 2nd year in position
Librarian	+10	+055 1.06	+055 1.08

Instructional Specialist	+ 2	1.04 <u>1.06</u>	1.06 <u>1.08</u>
Multicultural Specialist	+ 2	1.04 <u>1.06</u>	1.04 <u>1.08</u>
Program Specialist	+ 2	1.04 <u>1.06</u>	1.06 <u>1.08</u>
Other Specialist	+ 2	1.04 <u>1.06</u>	1.06 <u>1.08</u>
Team Leader	0	1.04 <u>1.06</u>	1.04 <u>1.08</u>
Walton Team Leader	0	1.04 <u>1.06</u>	1.06 <u>1.08</u>

Upon ratification, the above salary factor changes shall be applied effective as of the 2023-2024 contract year onward.

18.18 CTE Equivalency (see Appendix G for the CTE Equivalency Salary Schedule)

- a. Effective upon ratification, qualification for column placement on the CTE Salary Schedule shall be modified as follows:

<u>CTE Column</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
<u>previous column qualification</u>	<u>Preliminary (equates to 3 VE)</u>	<u>Preliminary +1 VE (4 VE)</u>	<u>CLEAR +2 VE (5 VE)</u>	<u>CLEAR +3 VE (6 VE) including AA/+ or licensing</u>	<u>CLEAR +4 VE (7 VE) incl. BA/+, or AA/+ & licensing</u>	<u>CLEAR +5 VE (8 VE) incl. MA/+, or BA/+ & licensing</u>
<u>new column qualification</u>	<u>Credential (Clear or Preliminary) equates to 3 VE</u>	<u>Credential +1 VE</u>	<u>CLEAR Credential +2 VE</u>	<u>CLEAR Credential +6 VE</u>	<u>CLEAR Credential +8 VE</u>	<u>CLEAR Credential +10 VE</u>

Additionally, placement structure for the CTE Equivalency schedule shall have the following change:

Old conversion structure:

For CTE teachers, the following are CTE Vocational Equivalencies (VE):

One (1) year industry work experience in the credentialed CTE field, approved paralleling CTC guidelines = 1 VE

Fifteen (15) academic units (inclusive of vocational training education in credentialed CTE field) = 1 VE

Official licensing (inclusive of industry certificates) in the credentialed CTE field = 1 VE

BA is equivalent to 3 VE; MA is equivalent to 2 VE more than a BA

Note: The CTC's vocational experience qualifications for a CTE Preliminary Credential are not double-counted.

(Whatever satisfied the preliminary credential requirements is already providing 3 VE itself via the prelim.)

New conversion structure:

For CTE teachers, the following are CTE Vocational Equivalencies (VE):

- One (1) year industry work experience in the credentialed CTE field approved paralleling CTC guidelines

- Fifteen (15) academic units (inclusive of vocational training education in credentialed CTE field) = 1 VE

- Official licensing (inclusive of industry certificates) in the credentialed CTE field (15 units Equivalency) = 1 VE

- [BA is equivalent to 3 VE; MA is equivalent to 2 VE more than a BA](#)

b. [Within 30 days of ratification, current CTE teachers will be explicitly notified of their ability to request a salary placement adjustment pursuant to 18.18.a and 18.18.b as described above.](#)

[Any CTE teachers who request such review and provide any necessary supporting documentation before November 1, 2024, \(or within four months of Agreement ratification, whichever is later\) shall have their placement updated with resulting compensation retroactive effective July 1, 2022, while being expressly subject to the retroactive pay structure in 18.2.16 for 2022-2023 and 2023-2024.](#)

18.19 [Longevity](#)

a. [PreK \(Preschool\) Longevity Stipend](#)

~~Effective and retroactive to July 1, 2019,~~ PreK teachers shall annually receive longevity stipends commensurate with their in-District longevity as ~~follows: shown below.~~ [Effective July 1, 2024, the previous longevity stipend format is replaced with the following:](#)

PreK Teacher Time in District (consecutive full years)	0-4	5-9	10-14	15-19	20-24	25-29	30-34	35-39	40/+
Stipend as % of the PreK Stipend Base (18.16.2.b)	N/A	1%	2%	3%	4%	5%	6%	7%	8%

Teacher Time in District (consecutive)	Longevity Stipend
Zero to four (0-4) full years	N/A
Five to nine (5-9) full years	1% of the Preschool Stipend Base (18.16.2.b)
Ten to nineteen (10-19) full years	2% of the Preschool Stipend Base
Twenty (20) full years or more	3% of the Preschool Stipend Base

All such PreK longevity stipends shall be paid in equal monthly installments over the year.

b. [Longevity Stipend](#)

[Effective June 30, 2025, non-PreK bargaining unit members shall annually receive longevity stipends commensurate with their in-District longevity as shown below:](#)

Teacher Time in District (consecutive full years)	0-9	10-14	15-19	20-24	25-29	30-34	35-39	40/+
Longevity Stipend as % of the Stipend Base (18.16.2.a)	N/A	2%	3%	4%	5%	6%	7%	8%

[The intent of this language is to be applied as follows:](#)

- [The employee's anniversary date is what triggers qualification for years-progression.](#)
- [Upon reaching a completion date causing movement along the chart above, prorated longevity stipend payments will begin starting the following month.](#)

- All such longevity stipends shall be paid in equal monthly installments over the year. Prorated amounts are the same size as non-prorated amounts; the number of months paid is what changes.
- Actual payment implementation will begin (for employees whose anniversary date qualifies them for a longevity tier) beginning July 1, 2025, making 2025-2026 the first year of payments.

18.20 Elementary Prep Stipend

Effective July 1, 2020, the elementary prep stipend shall be equivalent to 2.3% of the stipend base salary (Class 1A, step 1 on the salary schedule), rounded to the nearest dollar.

18.21 Retired Consultant Hourly Rate

The hourly rate for retired consultants is recognized as having been \$50.98 in 2020-2021. [Note: This number includes the 2% retroactive increase applied near the end of last year as part of the 2019-2020 agreement, but not the new increases from this agreement.] It is understood that the increases applied by this agreement result in a new rate of \$54.08 from 2021-2022 onward, then further modified by the 2022-2025 Successor Agreement as follows:

- 22-23: \$56.24 (\$15,185.99 divided by 270 hours)
- 23-24: \$57.93 (\$15,641.57 divided by 270 hours)
- 24-25: \$58.51 (\$15,797.98 divided by 270 hours)

~~NOTE: STA formally withdraws 18.23 below if we do an Ag MOU for 2024-2025.~~

~~18.22 Agriculture (Ag) Extended Year~~

~~Effective beginning with the 2024-2025 contractual year:~~

~~18.22.1 Ag teachers are compensated at a 1.2 salary factor (herein meaning 120% of their salary schedule placement cell) and have their income appropriately reported to STRS as a 224-day work year.~~

~~18.22.2 Each Ag teacher is expected to perform additional duties which may include:~~

- ~~a. Management of Career Technical Education (CTE) assigned budget and expenditures~~
- ~~b. Future Farmers of America (FFA) advisory duties~~
- ~~c. Coordination and attendance of conferences and FFA events~~
- ~~d. Supervision of students after contracted hours (field trips, etc.)~~
- ~~e. Reasonably verifying equitable distribution of program duties and hours across Ag teachers in the program~~

~~18.22.3 Any site with at least five (5) CTE total teachers and an Ag program that includes at least 75% as many Ag teachers as all non-Ag CTE teachers combined at the site must include a recognized Ag department and Ag chairperson distinct from other CTE at the site.~~

~~District strikes above language. District agrees to extend the current MOU for 2024-25 school year 5/7/24~~

19. ~~WALTON~~ SPECIAL EDUCATION ~~CENTER~~

19.1 Walton Special Center

19.1.1 All Walton teachers shall be covered by the Agreement with the specific exceptions that follow in this article section.

19.1.2 Salary

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

19.1.3 Adult-Student Ratio

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

19.1.4 Hours ~~(the following changes are effective the beginning of the 2004/05 school year~~

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

19.1.4.2 ~~Any teacher employed in a program that is less than six (6) hours shall be paid in proportion to the six (6) hour day. Any teacher working less than full time (whether through job sharing per article 9.5 or otherwise working part-time) shall be paid proportionately as per past practice.~~

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

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

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

19.1.5 ~~Transfer to the K-6 Program~~

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

Transfer Acknowledgement

12.5.1 Any transfer into (or out of) Walton Special Center shall be voluntary.

12.5.2 Walton teachers shall be granted equal access to all transfer protocols (notices, timeframes, applications, interview/selection, etc.) with Preschool, District TK-12 and Adult School teachers pursuant to Article 17 transfer language of this Agreement.

12.5.3 Transfers into (or out of) Walton Special Center shall be given equivalent year placement/credit for their teaching experience (including PreK, TK-12, and Adult) and education. See 17.10 for additional information on transfers between programs.

19.1.6 Extended School Year (ESY) at Walton

- a. ESY will take place immediately following the end of the regular instructional year, with its exact dates identified and announced by the District via program postings for teacher recruitment, communicated no later than April 1.
- b. Student hours will be 8:00 am to 12:00 pm, (with teaching hours being 7:45 am to 12:15 pm to reflect Reporting Time per Article 6.6). Teachers shall be compensated for an additional 30 minutes of preparation time per day, resulting in a five (5) hour day.
- c. ESY Walton Teachers' salary schedule shall be in accordance with the teacher's hourly rate (see Appendix G). ESY Walton teachers shall be paid twice: (a) on or about July 15 for days worked in June; (b) on or about August 15 for days worked in July.
- d. In the event transportation is delayed in picking up a student from the site, the student's teacher will be compensated to the nearest quarter hour at the hourly rate for supervising any time past the teacher's 15 minutes after-school reporting time. Teacher prep time must be accounted for separately from any such transportation-delay supervision of students.
- e. The first day for teachers shall be a day for orientation and preparation without students, with no more than two (2) hours allocated to orientation of the five (5) hour day.
- f. Walton teachers shall not be required to teach ESY. Participation in ESY is optional for Walton teachers. However, Walton Teachers shall be given preference for the ESY teaching vacancies at Walton provided such teachers are qualified to teach the subject matter. If a sufficient number of current Walton teachers are not available to teach ESY, the site will work with Human Resources

- and the Stockton Teachers Association to identify teachers eligible to work at Walton provided they hold the appropriate credential to teach ESY at Walton.
- g. The District shall make every effort to notify selected ESY teachers no later than May 15. Teachers must respond to selection notification no later than ten (10) calendar days from the date of mailing of the notification. The District must provide ESY teachers with their ESY notice of assignment by the last teacher work day of the normal school year.
 - h. No IEP development or meetings will take place during ESY with the exception of: amendments to address incidents when documentation is required; at parent request; or when necessary to address procedures that are required by law.
 - i. The District reserves the right to transfer Walton ESY teachers based on enrollment figures and to terminate employment based on enrollment and staffing needs. A change in assignment shall only be made for good and sufficient reason. The teacher shall have the right to request and shall receive written reasons when a change of assignment is made.
 - j. One (1) day of sick leave shall be granted to each ESY teacher. Such sick leave shall be limited and is cumulative to summer school usage, and is not involved with regular employment sick leave.
 - k. At the end of the summer session, a summer school teacher may opt to be paid for the one (1) day of unused sick leave earned during the current summer session. Payment for the one (1) day of unused summer session sick leave will be made at the teacher's request and at the teacher's daily summer school rate. The request for pay for unused sick leave will be made no later than the last day of the summer session. If the teacher elects not to be paid, the sick leave day contract language.
 - l. The following leaves do not apply and cannot be used during summer school:
 - (1) Pregnancy, (2) Emergency, (3) Class B, (4) Dependent, (5) Maternity, (6) Child Rearing, (7) Adoption, (8) Legislative, and (9) In-Service.

19.2 Caseloads

19.2.1 A caseload shall refer to the following two components combined:

- All eligible students for whom the teacher provides case management and direct SAI services (Note: this does not include those students with a different teacher as their case manager, i.e., SAI provided in a secondary context via Learning Center pullout or subject-specific rostered courses);
- All pending students, with the date the district received parent consent entered in SEIS and a signed assessment plans, during the 60-day assessment period only.

19.2.2 Site-Specific RSP Teachers

- a. The caseload for an RSP teacher must not exceed 27 students (pursuant to 19.2.1) whenever the RSP teacher provides services solely at one site. (Note: This provision is inclusive of TK-8 RSP

and high school RSP.)

- b. Whenever an RSP teacher is tasked with providing services at more than one site their maximum caseload must instead be 26 students (pursuant to 19.2.1).

19.2.3 Itinerant Assignments

- a. The positions of Itinerant TK-8 RSP attached to the Special Ed Department, and SiteSpecific TK-8 RSP are distinct. As such, teachers cannot be reassigned from sitespecific to Itinerant TK-8 RSP attached to the Special Education Department, or vice versa.
- b. Whenever a site-specific RSP teacher has a caseload under 26, they may be assigned to serve more than one site up to a maximum of 26 students (pursuant to 19.2.1).
- c. District discretion prevails on the number and distribution of sites where an Itinerant TK-8 RSP teacher attached to the Special Ed Department may be tasked with providing services. An Itinerant TK-8 RSP's caseload must not exceed 26 students (pursuant to 19.2.1).
- d. Itinerant TK-8 RSP teachers attached to the Special Ed Department are to be provided with access to student information systems for every student across all TK-8 RSP teachers' caseloads.
- e. All other traditionally itinerant special education positions who have a caseload (e.g., Visually Impaired, Deaf and Hard of Hearing, but not traditional SDC or RSP) shall likewise have a caseload maximum of 27 (pursuant to 19.2.1).

Intent: The above accounts for three (3) senses of "itinerant" positions:

1. Site-specific TK-8 RSP who serve more than one site
2. Itinerant TK-8 RSP who are attached to the Special Education Department
3. All other traditionally itinerant SPED positions (VI, DHH, APE, O&M, etc.)

19.2.4 Caseload Site Changes

To change any TK-8 RSP teacher's site (i.e., assigning them students from a site they are not yet serving), the District must provide the teacher with:

- pertinent digital access (Synergy, Illuminate, iReady, etc.) regarding the site(s);
- five instructional days' notice prior to the change;
- two additional days of release days to adequately transfer materials and to prepare instruction (see article 17.5.2); and
- any new mileage implications resulting from the transfer process (see article 16.1)

19.2.5 Caseload Reduction Procedure

Whenever a caseload must be reduced to honor limits, reduction shall re-assign whichever students have been on the teacher's caseload the shortest amount of time. However, the teacher (in consultation with Special Education Administration) may indicate a more appropriate solution in writing, which the District may then consider instead in order to right-size the caseload.

The case manager will be responsible for informing the District when their caseload reaches (and also when it exceeds) the maximum limit; and the District will initiate the caseload adjustment within five (5) days of receiving notice from the case manager.

Caseload reductions shall be for the purpose of caseload-limit compliance, not to reduce caseloads significantly enough to assign the teacher an additional site.

Changing a teacher's site assignment(s) is recognized by the parties as a distinct and separate matter from "caseload reduction."

19.2.6 RSP Caseload Reporting

To support District oversight and regulation of caseloads, all case managers shall be responsible to turn in a Caseload Verification Report form to their SPED program specialist on a monthly basis, with the District responsible to retain this information and to take appropriate action as needed.

19.3 Case Management Support Mechanisms

19.3.1 High School RSP teachers must be provided every instructional day with a resource period that is time-equitable with the other class periods of the site's class schedule.

A high school RSP resource period:

- is used to complete duties specific to education specialists such as assessment, developing Individualized Education Plans (IEP), holding IEP Meetings, etc.;
- does not replace a teacher's preparation period, nor is it itself a preparation period;
- cannot be "bought out" to teach an additional class, nor compensated to substitute for another teacher's class, nor shall the teacher be expected or prompted to make use of the period for any other purpose that is not case management.

19.3.2 Except for High School RSP, all teachers who have a caseload are authorized to utilize up to ~~thirteen (13)~~ fourteen (14) Case Management Release (CMR) days per instructional year to support the fulfillment of case management responsibilities. For any teacher with CMR allotment, usage of Resource Days (per article 6.2) shall come out of the CMR allotment, such that the teacher's CMR and Resource Days combined remains fourteen (14). These days do not roll over into subsequent years. CMR days will also be prorated based on the teachers attendance or days worked in that year. (Example: A teacher on leave 50% of the year would only get 7 days instead of 14.)

If the teacher had input the CMR day less than 48 hours in advance, the CMR day is simply not consumed. However, if the teacher scheduled the CMR day at least 48 hours in advance, the CMR day is still consumed, and the CMR day's consumption is compensated to the teacher at the daily substitute rate in recognition of various case management duties functionally being relocated outside their normal workday. The teacher is to provide a summary of completed tasks for the consumed CMR day, to be verified by site administrator.

19.4 Meetings, Training, and Curriculum

19.4.1 Monthly SPED Meetings

All non-secondary special education teachers shall be required to attend one monthly District SPED meeting. When meetings are held virtually, teachers must be on-site. In scheduling and hosting these monthly SPED meetings, the District shall make every reasonable effort to use format(s) and time(s) that maximize equitable access.

To time-compensate this requirement, each non-secondary special education teacher shall be released from one of their monthly site meetings. At the site administrator's discretion in collaboration with teacher input, release may be any 6.4 faculty or 6.5 PLC collaboration that month. However, if one site meeting is in direct time-conflict with the SPED meeting, then the meeting in conflict shall automatically be the teacher's released meeting.

19.5 Within forty (40) instructional days of ratification of the Agreement (unless this timeframe is mutually extended by the District and Association), the District and the Association agree to form a committee of six individuals, three appointed by each party, to jointly continue to explore contractual improvements to the implementation framework for special education services in the District, then make a presentation and recommendation to the bargaining teams for ~~2022-2023 Successor negotiations~~ the subsequent negotiations cycle. The committee may meet either during the work day with District-paid release time, or on a District-paid hourly basis outside the teachers' contractual work day, or a combination of both.

[NOTE: This section has been relocated from Article 2 as it pertains to SPED rather than Class Size.]

20. ADULT EDUCATION TEACHERS

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

20.1 Agreement/Recognition

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

20.2 Class Size

20.2.1 Attendance Accounting

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

20.2.2 Maximum Class Size

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

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

20.2.2.1 In order to maintain sufficient enrollment and at the option of the district, classes may be held in-person, on-line or a combination thereof.

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

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

20.2.3 Minimum Class Size

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

- 20.2.3.2 A class may be canceled at any time that funding becomes unavailable, the average attendance drops below eighteen (18) students for two consecutive weeks, or fewer than twenty (20) students initially enroll for the class.
- 20.2.3.3 Exceptions to the minimum of eighteen (18) students in attendance may be made by the District in classes offered irregularly, in classes which can be offered only in limited classroom or laboratory facilities, in classes which are part of an experimental or pilot program, in classes subject to statutory or state regulation controlling class size, and in classes whose cancellation would constitute a hardship to the District or an educational disadvantage to students.

20.3 Evaluation

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

20.4 Fringe Benefits

~~Effective July 1, 1986, Adult Education Teachers working twenty (20) or more hours per five (5) day week shall be entitled to the fringe benefit provisions as set forth in Article 4.~~

Every Adult Education teacher (1.0 FTE) shall receive the same insurance options ~~full insurance~~ and fringe benefits granted to other teachers in the unit. For Adult Education teachers less than 1.0 FTE (including, but not limited to, Adult Education teachers splitting a position), existing District practice shall be followed as for other teachers less than 1.0 FTE in the unit.

20.5 Hours and Calendar

- 20.5.1 A full-time assignment in Adult Education is defined as 33.75 hours per five day week ~~and a half-time assignment is defined as twenty (20) hours per five day week.~~
- 20.5.2 The hours of a full-time Adult Education Teacher shall consist of two 195-minute blocks with a fifteen minute break in each block.
- 20.5.3 Section 6.16 shall not apply to Adult Education Teachers.
- 20.5.4 Faculty and departmental meetings will be in accordance with the regular teachers' meeting schedule.
- 20.5.5 The ~~calendar shall consist of (182) working days (180 teaching days plus two (2) student contact days) in each year of this Agreement (the~~ Adult School Calendar shall be as listed in 6.18).
- 20.5.6 Adult Education Teacher Reporting Time

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

20.6 Leaves

Full Time Adult Education Teachers ~~working 33.75 or more hours per five day week~~ shall be entitled to all leave provisions as set forth in Article 7. For Adult Education Teachers working as less than 1.0 FTE status, ~~leave provisions will accrue on a prorated basis for teachers working less than 33.75 hours per five day week.~~

20.7 Summer Session

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

20.7.1 Summer Session for SFA shall:

- take place immediately following the end of the regular instructional year, with its exact dates identified and announced by the District via program postings for teacher recruitment, communicated no later than April 1.
- consist of 4 (four) hours of student instruction per day and an additional one (1) hour of on-campus preparation time per day.
- have student hours of 8:00 am to 12:00 pm (with teaching hours being 7:45 am to 12:45 pm). Teachers will be compensated for the additional one (1) hour for on-campus preparation time per day, resulting in a (5) hour day.
- SFA's Summer Session teachers shall be compensated in accordance with the teacher's hourly rate (Reference Appendix G).
- Full Time Adult Education Teachers will have the first opportunity to work SFA's Summer Session.

20.7.2 Evening Adult Education Teachers will have the second opportunity to work SFA's Summer Session. If enough teachers are not available to work SFA's Summer Session, the site will work with Human Resources and Stockton Teachers Association to identify teachers with the appropriate credential.

20.7.3 The District shall make every effort to notify selected Summer Session teachers no later than May 15. Teachers must respond to selection notification no later than ten (10) calendar days from the date of mailing of the notification. The District must provide teachers with their Summer Session notice of assignment by the last teacher work day of the normal school year.

20.7.4 At the discretion of the District, SFA's Summer Session classes may be held in-person, on-line or a combination thereof. SFA's Summer Session is subject to funding and may be canceled when funding becomes unavailable.

20.7.5 The hours of one (1) day of sick leave shall be granted to each SFA Summer Session teacher. Such sick leave shall be separate from per-diem sick leave, as clarified below concerning past practice.

At the end of the SFA Summer Session, a teacher may opt to be paid for the 5 hours of one (1) day of unused sick leave earned during the current summer session, at the teacher's hourly rate. Payment will be made at the teacher's request, with the request made no later than the last day of SFA Summer Session. If the teacher elects not to be paid, the sick leave day's hours accumulate in accordance with past practice of an hourly based "sick leave hours" bank.

The parties agree this site practice shall be officially tracked and documented in ways that are verifiable to the parties whenever needed, parallel to nominal sick leave.

20.7.6 The following leaves do not apply and cannot be used during summer school: (1) Pregnancy, (2) Emergency, (3) Class B, (4) Dependent, (5) Maternity, (6) Child Rearing, (7) Adoption, (8) Legislative, and (9) In-Service.

20.7.7 The District reserves the right to terminate summer employment based on enrollment figures and consequential staffing needs.

20.7.8 Teacher evaluation is not part of Summer Session and accordingly will not occur.

20.8 Evening Session

- a. An adult education evening session shall:
- be maintained of no more than twenty-one (21) weeks or 82 (eighty-two) days for the term of the Agreement;
 - occur on Tuesday/Thursday evenings from 6:00 PM to 9:15 PM;
 - not occur between Thanksgiving and Winter Breaks or after Spring Break;
 - consist of 3 (three) hours of student instruction per session with teachers being compensated for 3.25 hours per session;
 - shall compensate its teachers per the STA Hourly Salary Schedule (Appendix G);
 - have a maximum evening class size of 35 students in attendance per evening class session;
 - be held in-person only;
 - be subject to funding and may be canceled when funding becomes unavailable.

Evening session teachers shall accrue hourly-based sick leave at a rate of one (1) hour of hourly sick leave for every eighteen (18) evening session hours worked. These hours are interchangeable with (and shall be tracked in combination with) Summer Session hourly sick leave as a single pool attached to that individual teacher (see 20.7.5).

- a. At the end of the regular school year, each adult education teacher has the right to request a single hourly-pay compensation converting no more than fifteen (15) hours of accumulated pay from their current hourly sick leave bank total. Only whole hours may be converted into compensation, and no more can be compensated than the teacher has factually accumulated in total.

~~20.8 — Transfer and Assignment~~

~~This article shall apply to adult education teachers working twenty (20) or more hours per five day week. See Article 17, Section 17.11, for movement between the Adult Education Program and the K-12 Program.~~

20.9 Wages

20.9.1 Effective July 1, 2005, the adult education teachers' annual salary schedule shall be increased by three (3.0%) for the 2005/2006 school year.

20.9.2 Effective July 1, 2006, the adult education teachers' annual salary schedule shall be increased by three (3.0%) for the 2006/07 school year as set forth in Appendix G.

20.9.3 Longevity

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

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

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

20.9.6 Section 18.13.1 shall not apply to Adult Education Teachers.

20.9.7 Full-time or half-time Adult Education Teachers shall be paid in eleven (11) equal monthly checks.

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

20.10 Substitutes

20.10.1 Adult school shall arrange for its own substitute teachers.

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

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

21. DEFINITIONS

- 21.1 "Teacher" refers to any employee who is included in the bargaining unit as defined in Article 1 and therefore covered by the terms and conditions set forth herein. This definition shall apply to substitute teachers unless a specific exception is incorporated into the Agreement.
- 21.2 "Days" means school days during which students are required to be in attendance.
- 21.3 "Working days" means days during which teachers are required to be in attendance.
- 21.4 "Parties" refer to the entities described in Article 1.1.
- 21.5 "Good and sufficient reason" is an action which is neither arbitrary, capricious nor discriminatory.
- 21.6 "Consultation" is the process of meeting and exchanging ideas or opinions on an item of concern to either party for the purpose of seeking a solution to a given problem.
- 21.7 The terms "secondary" and "high school" each refer at minimum to grades 9 through 12, but additionally refer to departmentalized contexts in which students have multiple classes in a period-based schedule, unless:
- an article section otherwise delineates what the terms refer to; or
 - the District and Association mutually agree that the terms mean otherwise in an article section.
- 21.8 Any reference to "kindergarten" shall be understood to include both traditional kindergarten and transitional kindergarten, except whenever:
- an article section referencing kindergarten makes separate references to both levels with distinct language for each; or
 - the District and Association mutually agree that a reference refers to only one of the two levels.

This shall additionally apply to Kindergarten abbreviations (e.g., K-3, K-8, K12) being considered to include Transitional Kindergarten (TK-3, TK-8, TK-12), subject to the same two exceptions above.

22. SUBSTITUTE TEACHERS

- *NOTE: Merely for simplicity, all non-modified sections of the article are not being listed here, and are understood as remaining unchanged by this proposal.*

22.2.4 Substitutes may be released after four (4) negative evaluations in one (1) school year at more than one (1) site. At least one of the negative evaluations must be at a second site. If a substitute is charged with sex offense, controlled substance offense, or physical abuse, the substitute may be released immediately. [The District reserves the right to release a substitute per Ed Code section 44953.](#)

22.9.3 Extended-Term Substitutes: (19+ days)

After eighteen (18) consecutive days in the same assignment, an extended-term substitute shall be paid [the minimum teacher's salary \(Column 1A\)](#) ~~according to the appropriate placement~~ on the teachers' salary schedule (Appendix G), [with the following exception:](#) ~~If an extended-term substitute has less than a B.A. degree, then the salary schedule placement shall be the minimum teacher's salary.~~

[Whenever an extended-term substitute's credentialing validly qualifies them for the full teaching position \(for which they are currently only substituting\), then their step and column placement shall be the same as that of an on-contract teacher.](#)

26. PEER ASSISTANCE AND REVIEW PROGRAM

- *NOTE: Merely for simplicity, all non-modified sections of the article are not being listed here, and are understood as remaining unchanged by this proposal.*

- 26.8 PAR activity/language (26.1 through 26.7 and references to PAR elsewhere in the Agreement) is suspended through June 30, 202~~3~~5.
- a. Until otherwise negotiated, any teacher who most recently received an Unsatisfactory final evaluation, shall, for the following year:
 - ...if currently referred to PAR is to be followed up with in 20~~3~~5-202~~4~~6.
 - ...evaluation-related support for teachers who most recently received a final evaluation of Unsatisfactory shall be parallel to that of teachers who received Needs Improvement.
 - ...shall not be reassigned any evaluator who has previously evaluated the teacher as Unsatisfactory.
 - ...shall be allocated a “site mentor” (paralleling existing practice; similar but not identical to an induction support provider and not necessarily from the teacher’s site). The District shall make every effort to pair appropriately experienced mentors for the teacher’s context (e.g. life level, subject, SPED, etc.). Selection and compensation shall parallel existing practice for site mentors.
 - b. For anyone appointed to the PAR panel, 2020-2021, 2021-2022, ~~and~~ 2022-2023, 2023-2024 and 2024-2025 each shall not be considered a year of their term.
 - c. The District and the Association agree to form/maintain a committee of six individuals, three appointed by each party, to jointly continue crafting, modifying and/or developing a program to address the resources and supports needed by PAR candidates and make a presentation with recommendations to the bargaining teams for ~~2022-2025~~ 2025-2028 Successor negotiations. The committee may meet during the work day with District paid release time, on a District-paid hourly basis outside the teachers’ work day, or both. The parties retain the option to mutually waive usage of this committee.

27. CONTRACT WAIVER

27.1 Purpose and Guidance

27.1.1 Purpose

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

27.1.2 Guidance (Chronological Overview)

This subsection illustrates the intended time sequence of steps in the waiver generation and approval process. While deviating from the timeline shown below can incidentally create risks of non-approval, the later “Process” section of this article is the authoritative rule. It is merely recommended that sites follow this timeline in order to achieve compliance with the process.

November (preview)	<ul style="list-style-type: none"> ● STA site rep(s) provide teachers with rough waiver language showing proposed changes, then also preview with teachers at the November faculty meeting in preparation for the December faculty meeting.
December (finalize)	<ul style="list-style-type: none"> ● STA site rep(s) distribute waiver language to the faculty at least 3 working days (72 hours) ahead of the last faculty meeting in December. ● At the December faculty meeting, STA site rep(s) address any concerns or questions, and also conduct a straw poll to verify general support. ● STA site rep(s) finalize waiver language in light of Q&A / straw poll.
January (vote)	<ul style="list-style-type: none"> ● STA site rep(s) distribute finalized waiver language to all staff at least 3 working days (72 hours) before a faculty meeting in January. ● At a January faculty meeting, STA site rep(s) would conduct an official waiver vote by STA members. <ul style="list-style-type: none"> ○ If the waiver vote passes with a 2/3 supermajority approval, STA site rep(s) will deliver a copy of the waiver to STA. ● At the January School Site Council (“SSC”) meeting, STA site rep(s) will present the waiver for SSC vote. <ul style="list-style-type: none"> ○ If SSC approves the waiver, STA site rep(s) will deliver a copy to STA.

February (acid test)	<ul style="list-style-type: none"> ● STA reviews the request. <ul style="list-style-type: none"> ○ STA President/CTA Staff reviews the request. ○ If approved the Site Rep will present the waiver to the Association’s executive board for final approval. ○ If rejected, the waiver will be returned to the site rep(s) to draft more appropriate contract waiver language. ○ If approved, STA will sign and send it to the District for approval. ● SUSD reviews the request. <ul style="list-style-type: none"> ○ If rejected, the waiver will be returned to the site rep(s) to draft more appropriate contract waiver language. ● If approved, the District will sign and bring the waiver to the school board for final approval.
March / April (approval)	<ul style="list-style-type: none"> ● The SUSD school board either approves or denies the waiver as written. Approval is required for waiver authorization.

27.2 Process

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

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

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

27.2.2 The contract waiver will be reviewed by the School Site Council. In addition to judging the educational value of the proposal, the School Site Council will assure that the plan is in conformance with the school plan. In reviewing the proposal, the School Site Council should work closely with the originators and others to consider or redefine the proposal and include timelines for implementation. Aside from waiver renewals (27.2.2.1), contract exceptions are granted for one (1) year at a time. In some cases, it may be necessary to implement the

proposal for more than one (1) year. In no case shall a proposed contract exception exceed two (2) years without an additional vote. Also, the School Site Council is responsible, along with the originators, to identify any conflicts the proposal may have with collective bargaining agreements, District regulations and State law. In making these identifications, the Council shall consult with STA and the District. The Council shall carefully consider ramifications and alternatives before determining a need for any contract exception, Board Policy waiver or State law waiver. (Conflicts with Federal law must be resolved prior to submission to the Assistant Superintendent of Human Resources or designee.)

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

27.2.2.1 Waiver Renewals

A waiver renewal refers to reusing identical waiver language (only updating the indicated school year) in current use at the site, authorized the previous year by STA and the school board.

Waiver renewal differs from the normal process in that a renewal:

- can be requested either for the next one (1) school year or for the next two (2) school years;
- explicitly verifies with voting staff that no changes to the current waiver are desired;
- may be undertaken earlier in the school year as there is no need for modifying, removing, or adding any language; and
- only requires the site faculty vote to approve by a simple majority (instead of a two-thirds majority).

The Association and District each retain discretion to approve any two (2) year waiver request for one (1) year instead of a requested two (2).

If a waiver renewal's simple-majority faculty vote fails or the SSC itself does not approve the renewal, the staff remains free to pursue (mindful of timelines) the full waiver process with new or updated language that a staff supermajority and SSC would each find acceptable.

27.2.3 The proposal is sent to: 1) Stockton Teachers Association President. STA reviews the waiver, if approved, signs the waiver and sends it to the Assistant Superintendent of Educational Services or designee Elementary or Secondary Education. Educational Services is responsible for legal and educational review. If any party requests a meeting to discuss the proposal, a meeting will be convened prior to the proposal being presented to the Board. The meeting will be for review purposes only.

The proposal is then sent to the Superintendent for placement on the Board of Education agenda for its consideration. The requesting school will present its proposal to the Board of

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

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

27.2.4.1 Exceptions shall be limited to the following articles:

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

27.2.4.2 Following approval by the SSC, A Contract Waiver Request Form shall be completed by the school site and sent to the STA President for review. All members of the School Site Council who are present for the vote (or in the event of an emergency vote on a secret mail or electronic ballot with a 30 day notice per AB361) must sign SBFORM2 (see Appendix H). Appendix H and any other documents to be delivered in connection herewith may be electronically signed in the event of an emergency, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

27.2.4.3 Following waiver document submission to STA, the STA will review the request and then sign and send it to the District if approved. If tentatively approved by both, the District will bring the waiver to the school board for approval. If rejected by either party, the waiver will be returned to the faculty representative with the option to draft more appropriate contract waiver language. Any subsequent language agreed to shall be returned to SSC and the site faculty representative(s) for a vote by both the faculty and SSC before then being resubmitted to the District and STA for approval before finally going to the school board.

27.2.4.4 Ballots for faculty voting will be prepared by the faculty representative (s) and contain the wording sent by the District and STA.

27.2.4.5 The proposed contract waiver language will be distributed at least three (3) working days prior to the vote. The vote will be by secret ballot and conducted at a regular faculty meeting (or, in an emergency making in-person voting unsafe,

using secret ballot by mail or electronic secret ballot). A ballot will be mailed to off-session faculty at year-round schools or any school format involving staff rotation that could inhibit off-cycle member access to voting.

- 27.2.4.6 The votes will be tallied by the principal and the faculty representative (s) and reported on the Final Exception Form (Appendix H).
- 27.2.4.7 At least two-thirds (2/3) of the teachers voting must vote in the affirmative to deviate from the contract (Appendix H).
- 27.2.4.8 The faculty will be notified of the results of the vote no later than twenty-four (24) hours after the vote.
- 27.2.4.9 The Final Exception Form will be completed and sent to the SUSD Human Resources Office and the STA Office.
- 27.2.4.10 To continue the exception, it must be voted on against the end of the timeline specified in the proposal.
- 27.2.4.11 It is permissible to vote on an exception at the end of one year to affect the next school year.
- 27.2.4.12 If the majority of the teachers determine that the agreed-upon exception is not solving the identified problem, the principal and faculty representative (s) should contact the SUSD Human Resources Office and the STA Office to request a modification or discontinuance of the exception.

27.3 Protections

27.3.1 Whenever a site waiver creates minimum days and/or alters contractual meetings (e.g., by banking minutes or otherwise modifying scheduling for faculty meetings and/or PLC collaborations):

A comprehensive schedule of all minimum days and meetings for the school year (clearly-labeled to indicate 6.4 or 6.5 meeting time) with full fidelity to the waiver must be provided to the Association during or before the month of August. Such schedules must be adhered to and remain unmodified. However, if an unforeseen need for changes arises, a request for a modification can be presented by the site/District for consideration to the Association.

A limited use of some “floating days” in the above scheduling is allowable as long as the dates are notated as floating days, tracked, and explicitly recorded in site calendaring whenever floating days are implemented with specified dates.

29. DURATION OF AGREEMENT

- 29.1 This Agreement is effective from July 1, ~~2019~~ 2022 through midnight, June 30, August 31, 20222025.
- 29.2 The ~~June 12, 2020~~ May 7, 2024 tentative agreement completes successor negotiations for ~~2019-2020~~ 2022-2023, 2023-2024, and 2024-2025, and extends the collective bargaining agreement through August 31, ~~2022~~2025.

The parties agree to forego reopeners for 2023-2024 and 2024-2025, while parties acknowledging that a typical reopener year would ~~2020-2021 and 2021-2022, each to~~ open:

- Article 4: Benefits,
- Article 18: Wages, and
- Two (2) Articles of each party's selection.

~~For 2020-2021, Article 26 (PAR) and Article 2 (Class Size) shall additionally be reopened.~~

The parties' shared intent is to engage 2024-2025 together as a purposefully collaborative year, using ad hoc contract-topic committees to proactive prepare for 2025-2028 Successor negotiations. For ease of access, below are the committees set to begin in the fall of 2024-2025 (with starting dates to be mutually determined):

- evaluation of non-classroom positions: see article 3.10
- evaluation of ECE positions: see article 3.10
- the future of PAR (or alternative): see article 26.8.c
- Special Education: see article 19.5

Further ad hoc negotiations committees on other topics may be mutually deemed useful by the parties and accordingly utilized, but are not mandated by this Agreement. The parties also retain the right to waive any of the above committees if both parties are in agreement to do so.

- 29.3 Bargaining shall commence on the proposals as soon as possible after the adoption of the District's proposals by the Board of Education. ~~Members of the unit negotiating for t~~ The Association ~~on~~ shall have the right to designate up to seven (7) unit members for negotiations release at a time, with discretion to jointly with the District authorize negotiations release for additional unit members when mutually agreed ~~shall not exceed the number of District negotiators, but shall not be less than four (4) on release time.~~