

Tentative Agreement 11/29/17

Resolution of Outstanding Issues Related to the 2016-2019 Collective Bargaining Agreement  
By and Between

The Sacramento City Unified School District

And

The Sacramento City Teachers' Association (SCTA)

With the support of Sacramento Mayor Darrell Steinberg, the Sacramento City Unified School District (hereafter "the District") and the Sacramento City Teachers' Association (hereafter "SCTA") reached a tentative framework agreement on November 5, 2017, on several outstanding issues.

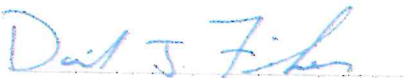
In addition, there remained several open, unresolved issues on which the parties have since reached agreement. These additional agreements are set forth as attachments to this document. Together with the November 5, 2017 framework agreement, as well as the previously agreed upon tentative agreements, these documents collectively encompass the overall Tentative Agreement between the District and the SCTA that will be presented to the Sacramento City Unified School Board and the members of SCTA for ratification and approval.

This Tentative Agreement (including all attachments) is subject to ratification by SCTA and approval by the Board of Trustees.

1. Psychologists
  - a. The Parties agree that two (2) additional psychologists will be allocated.
2. Doctoral Stipend
  - a. The Parties agree that the Doctoral stipend will be \$3000 effective 7/1/17.
3. Athletic Director Prep Period
  - a. The Parties agree to increase the stipends of Athletic Directors from Category B to Category A, and additional per diem compensation equivalent to one prep period.
4. Years of Experience
  - a. The Parties agree that unlimited years of qualified experience will be credited to new hires for placement on the salary schedule effective July 1, 2017; and
  - b. The Parties agree that unlimited years of qualified experience will be credited to current unit members for placement on the salary schedule prospectively, i.e. current members will be credited for all years of qualified experience as of July 1, 2017 and placed at the applicable higher step moving forward.
5. Dissolution of Appendix D (also incorporated into Articles 5 and 17)
  - a. The Parties agree that with the attached changes to Articles 5 and Article 17, Appendix D will be dissolved.

For the Association:

For the District:





12/4/17

12/4/17

Date

Date

DJ  
1002

Sacramento City Teachers Association Bargaining Team

Nd V

~~John Smith~~

~~James Shinsky~~

RB Truch

Tari Green

Sandy Olson

Lezzy Wats

Barrett Brandy

Jenifer Rose DeLong

Melissa Reynolds

Diana E. G. G.

Scott Chase

Leslie K.

Chris L.

Ed Moore

John G.

Kodi Luckert

Pat E.

Monica Tarver

Rita Marie Bougeat

Kimberly O. Maitony

Kathryn B. Baker

John F. King J.

Paul K. K.

Jerry Hopper

~~John Smith~~

Bill L. Pats

Bob Priestley

Carol L. King

John H. King

Shelley K. Best

Ann L. Burton

Pat Hill

John A.

James Abbott

Hasan McWhorter

07  
2022

**Lisa Allen**

---

**From:** Jorge Aguilar  
**Sent:** Thursday, November 30, 2017 11:58 PM  
**To:** Borsos, John  
**Cc:** Fisher, David; nmilevsky@saccityta.com; Lisa Allen  
**Subject:** RE: Tying of the last loose ends  
**Attachments:** Article 17 11-30-17.docx; TJudah MOU.DOCX; FINAL Article 5 Jointly agreed to 11-30-17.docx; TA Summary Signature Document.docx

Colleagues,

Following up on our morning discussion today, below is a summary of issues for the finalization of the TA:

1. Wage Placement *DA GA*
  - a. We agree that our legal counsel will work with your legal counsel to bring this matter to a close with the following understanding:
    1. None of the five affected employees' salaries will be decreased;
    2. None of the five affected employees will be required to pay back any overpayments received from the time of their hire through the 2017-2018 school year;
    3. All claims regarding the five affected employee will be released by separately signed settlement agreements; and
    4. Agreements will be signed by all parties no later than 10 days after the Board approves the successor contract.
2. Psychologists *GA DA*
  - a. We will include in the proposal as this was part of our proposal and have included it in the attached TA Summary document.
3. Doctoral Stipend *GA DA*
  - a. We will include in the proposal as this was part of our proposal and have included it in the TA Summary document.
4. Athletic Director Prep Period *GA DA*
  - a. We will include in the proposal as this was part of our proposal and have included it in the TA Summary document.
5. Dissolution of Appendix D (also incorporated into Articles 5 and 17) *GA DA*
  - a. The parties agree that with the changes to Articles 5 and Article 17, Appendix D will be dissolved.
6. Salary Schedule Adjustment *GA DA*
  - a. Within thirty (45) days of the Tentative Agreement's approval, the Parties agree to finalize a mutually agreeable adjustment to the salary schedule for 2018-19 that does not exceed a total District expenditure of 3.5%.

I have asked Lisa and Cancy to make themselves available to meet with you so that you can discuss the "compression" concept of the salary schedule and jointly draft a written description. I need this to provide assurance to the Board that teachers in Columns B and C will be benefited the most and that there will not be unexpected fiscal impacts associated to this after implementing the 3.5% maximum expenditure. There will need to be something in writing by early next week that I can use to brief our Board prior to finalizing the TA agreement.

**Article 5**

1. **5.4.7.1 and 5.5.1 Instructional Minutes** – The attached Article 5 reflects the changes agreed to and will read:

**ARTICLE 5 - HOURS OF EMPLOYMENT**

**5.1 Calendar**

5.1.1 The parties do hereby agree to negotiate, annually, the calendars for the succeeding year during reopeners unless the calendars are already in the agreement. It shall be the goal of the parties to resolve issues related to calendar changes as far in advance as possible but no later than four months prior to the commencement of the new school year.

5.1.2 The service year referred to in Section 5.1.1 is specified in the school calendars attached to this Agreement as the Calendar Appendix.

**5.2 Service Year**

5.2.1 Unless noted below in Sections 5.2.2 through 5.2.11, the required days of service shall be one hundred eighty (180) teaching days, one (1) non-teaching day.

5.2.2 The service year for social workers shall be 185 days.

5.2.3 The service year for program specialists shall be 190 days.

5.2.4 The service year for psychologists shall be 195 days.

5.2.5 The service year for child welfare and attendance counselors shall be five (5) days beyond the teachers' required days of service.

5.2.6 The service year for secondary librarians shall be ten (10) days beyond the teachers' required days of service.

5.2.7 The service year for department chairpersons, athletic directors and student body activity advisors shall be two (2) workdays beyond the teachers' required days of service.

5.2.8 The service year for counselors will be ten (10) days beyond the teachers' required days of service.

5.2.9 The service year for vocational specialists will be 18.5 days beyond the teachers' required days of service.

5.2.10 The service year for full-time student activities advisors will be ten (10) days beyond the academic teaching year.

5.2.11 The service year for school nurses shall be three (3) beyond the teachers' required days of service and five (5) days beyond for lead school nurses.

5.2.12 It is understood that the scheduling of extra days worked beyond the school year by all the job classifications noted in 5.2.2 through 5.2.11 will be determined by the site administrator or immediate supervisor after conferring with the individuals involved.

**5.3 Service Day**

5.3.1 The service day for all members of the bargaining unit with classroom duties shall begin fifteen (15) minutes before the first assigned class or preparation period and shall end fifteen (15) minutes after the last assigned class or preparation period.

Except that on service days preceding scheduled holidays, vacations, or Saturdays, the teachers' day shall end at the close of the pupil's day.

- 5.3.1.1 However, at the elementary level, a teacher may be assigned on a Friday or a day before a holiday to duties within fifteen minutes after school on an equitable and rotating basis. But teachers who assume such duties shall be allowed to leave 15 minutes early on another day in that week or a succeeding week.
- 5.3.2 The service day for all members of the bargaining unit without classroom duties, with the exception of those noted in 5.3.4 through 5.3.6, shall be equivalent to the teachers' day on the site(s) to which they are assigned.
- 5.3.3 The service day on shortened days or non-teaching days shall be equal to the length of a regular service day.
- 5.3.4 The counselor's service day shall be 10 minutes more than a regular teacher's service day at the site where the counselor serves.
- 5.3.5 The service day for program specialists, psychologists and social workers shall be eight (8) hours excluding lunch.
- 5.3.6 The service day for kindergarten teachers shall be equal to the primary teachers in the school of assignment.
- 5.3.7 Within the constraints imposed within this Article, work site schedules will be established by the site administrator and the liaison committee. These schedules will include, but not be limited to, student beginning and dismissal times, instructional periods, preparation times, staff relief breaks, student recesses, lunch periods for staff and students, and the workday or teaching schedule as applicable for individual members of the bargaining unit assigned to the administrator's work site.
- 5.3.8 The scheduling of the service day for personnel without classroom duties on a regular basis, including lunch schedules and breaks, shall be specified by the site or unit administrator after conferring with the individual employee.
- 5.3.9 Every effort will be made for teachers who are assigned to more than one (1) school to minimize travel time and ensure an adequate amount of time for lunch and preparation periods.
- 5.3.10 Principals of schools served by the same elementary special subjects' specialists or any other teachers serving at two (2) locations will confer to make every effort to see that the duties assigned that teacher will be no greater than those of any regular teacher on the staff of the school.
- 5.3.11 When eight-hour employees are required to work beyond their regular eight (8) hour day, they will be granted compensatory time off equivalent to the overtime worked.
- 5.3.12 Scheduling of compensatory time shall be consistent with the needs of the District. All compensatory time shall be taken at times approved by the supervisor, but shall not be unreasonably denied. The Employer will make every reasonable effort to enable employees to use compensatory time.

**5.4 Instructional Day**

**5.4.1 Kindergarten**

*gm*  
*DT*

- 5.4.1.1 Beginning in the 2014-2015 school year, there shall be two (2) options available to school-sites for their Kindergarten instructional day:
- a. The maximum regularly scheduled Kindergarten instructional day for teachers shall be two hundred (200) minutes. This subsection shall be referred to as “option (a).”
  - b. After conducting an election held pursuant to subsection “c” of Section 5.4.1.1 and approved by SCTA and the District, a school-site may schedule Kindergarten teachers’ instructional day up to two hundred and fifty-five (255) minutes. This schedule shall be referred to as “option (b).”
  - c. An election pursuant to Section 5.4.1.1 shall be held every three (3) years for school-sites choosing “option (b)”. If an election is not held, the site will automatically revert to option (a) under this section.
  - d. The full-time SCTA members employed at a school-site shall vote to elect an option under this section for Kindergarten teachers’ instructional day. The term of each option provided for in this section shall be a three (3) year period effective upon the commencement of the school year immediately following the election. Election shall occur prior to March 1<sup>st</sup> to provide an implementation date at the commencement of the next school year. If option (b) does not secure positive votes from at least eighty percent (80%) of the school-site’s voting members, option (a) shall become effective for the school year immediately following the election.
  - e. If a school-site votes to implement option (b), those Kindergarten teachers affected by the decision may choose to self-surplus as set forth in Section 8.4.2.1.1 of the collective bargaining agreement. After a successful vote to implement option (b), those Kindergarten teachers wishing to self-surplus must notify the District in writing.
  - f. The District and SCTA shall establish a joint Extended-Day Kindergarten Committee to assist with issues related to extended-day Kindergarten. The primary purpose of this committee shall be to evaluate the effectiveness of the extended-day Kindergarten program. The committee shall consist of three (3) District appointed members and three (3) SCTA appointed members.
  - g. Language to reflect Kindergarten for collaborative time and instructional minute requirement for Extended Day Kinder.

**5.4.2 Primary Grades**

5.4.2.1 The maximum regularly scheduled primary teachers' instructional day, including preparation time when scheduled, shall be 285 minutes per day, but excluding recess and a 40-minute lunch period. The staff and principal may agree to decrease or increase lunch by five (5) minutes within the limitations of the District transportation system and local needs. With the incorporation of collaborative time, the maximum regularly scheduled primary teachers’ instructional day shall be 297 minutes provided that regularly scheduled primary teachers’ instructional day on Thursdays (unless it is a shortened day) shall be 237 minutes.

5.4.2.2 Under necessary circumstances the Parties may mutually agree to allow for the doubling of primary classes (Kindergarten – 3rd grade) depending on safety, facilities,

and/or program needs. For these cases, doubling of primary classes will not be considered a class size violation.

**5.4.3 Intermediate Grades**

5.4.3.1 The maximum regularly scheduled intermediate teachers' instructional day, including preparation time when scheduled, shall be 305 minutes but excluding recess and a forty (40) minute lunch period. The staff and principal may agree to decrease or increase lunch by five (5) minutes within the limitations of the District transportation system and local needs. With the incorporation of collaborative time, the maximum regularly scheduled intermediate teachers' instructional day shall be 317 minutes provided that regularly scheduled intermediate teachers' instructional day on Thursdays (unless it is a shortened day) shall be 257 minutes.

**5.4.4 K-8**

5.4.4.1 The instructional day at K-8 schools shall be governed by Sections 5.4.1 through 5.4.3.1 above.

5.4.4.2 Relief breaks at K-8 schools may be increased to 30 minutes per day from the 20-minute standard. K-8 schools shall provide a plan to ensure that every teacher is treated equitably and that every teacher receives a break.

5.4.4.3 K-8 schools with magnet resource teachers may develop a site plan that increases the preparation time for primary and intermediate teachers. The plan design may include the use of magnet resource teacher services.

**5.4.5 Secondary Level**

5.4.5.1 At the secondary level the maximum number of regularly scheduled student instructional periods for teachers will be five (5) periods per day in those schools in which the instructional schedule is based upon a six (6) period day.

**5.4.6 Middle Schools**

5.4.6.1 At the middle school, the maximum instructional time for teachers shall not exceed 305 minutes, including preparation periods but excluding student passing time, teacher relief breaks, and lunch periods. The minimum instructional day for middle school students shall be 330 minutes, excluding lunch. Passing periods shall not exceed seven (7) minutes each. With the incorporation of collaborative time, the maximum regularly scheduled middle school teachers' instructional day shall be 314 minutes provided that regularly scheduled middle school teachers' instructional day on Thursdays (unless it is a shortened day) shall be 254 minutes.

**5.4.7 High Schools**

5.4.7.1 The maximum regularly scheduled high school teachers' instructional day shall be 279 (SB 813) minutes excluding lunch, passing time, relief breaks, and preparation. With the incorporation of collaborative time, the maximum regularly scheduled high school teachers' instructional day shall be 289 minutes provided that regularly scheduled high school teachers' instructional day on Thursdays (unless it is a shortened day) shall be 239 minutes.

For the purposes of calculating instructional minutes, the School of Engineering and Sciences and Kit Carson shall be considered a high school.



**5.5      Shortened Days**

5.5.1      Shortened day shall be 235 minutes at primary, 249 minutes at intermediate, 240 minutes at middle school, and 246 minutes (including passing periods) at high schools. Shortened days at high schools during finals shall be 247 minutes. Extended Kindergarten may not exceed the primary day.

5.5.2      One (1) shortened day shall be provided on the last teaching day of each quarter or trimester for the purpose of preparing grades and reports in all schools. In no case shall a teacher be required to submit grades and reports prior to 3:15 on the last teaching day of each quarter or trimester. For the elementary level these reports and records days shall be beyond those granted in 5.5.3.

5.5.3      At the elementary level, six (6) shortened days shall be scheduled for parent conferences at the end of the first quarter or trimester. Five (5) shortened days shall also be provided at the end of the third quarter or second trimester for parent conferences; if the principal and staff agree, these days may be waived. The scheduling of these shortened days shall be determined at the school level by the site administrator and the school faculty within the dates prescribed in the school calendar. Such parent conferences are to be held only on those days provided for that purpose.

5.5.4      In schools and classes wherein the students are transported daily, the scheduling of the days and times of these conferences must be done within the limitations of transportation services.

5.5.5      At the middle school level, grades 7-8, six (6) shortened days shall be provided and used as follows:

Four (4) days to be used for reports and records at the end of each quarter. Two (2) days for in-service education to be arranged by the principal, with a consensus of the school staff required.

**5.6      Preparation Time/Extra Allocation Time**

5.6.1      Each middle, junior high, and senior/high school teacher will be provided one (1) preparation period daily which will equal the standard instruction period in each individual school.

5.6.1.1      No junior high or middle school teacher shall be required to function as a department chairperson.

5.6.2      Each elementary teacher, including but not limited to special day class teachers, will be provided at least ninety (90) minutes of preparation time per week. Prep time applies to each week which includes a regular teaching day.

5.6.2.1      Teachers hired into preparation specialist positions are intended to be those with regular K-6 credentials. Those preparation specialist teachers who worked in the elementary preparation program in 1991-92 and return to a preparation specialist position in 1994-95 shall not be required to have a regular K-6 credential.

5.6.2.2      Flexible prep time for prep specialist teachers in Elementary Schools. Ordinarily, prep time is expected to be provided in approximate 45 minute segments. However, in order to facilitate scheduling, prep specialist prep time may be allocated in shorter segments when





documentably necessary. In return, time on shortened days after the student day shall be considered prep time for prep specialists.

- 5.6.2.3 The prep specialist teaching prep day is understood to be the same as all other grade 1-6 teachers at the site.
- 5.6.2.4 In those schools where additional minutes are available within a preparation specialist's instructional day, those minutes are to be used to provide additional minutes of preparation time on a regular or intermittent basis to qualifying teachers. The available minutes are to be distributed as equitably as possible among the qualifying teachers. It needs to be reiterated that it is not appropriate for a preparation specialist's time to be assigned to other programmatic uses outside of the elementary preparation program at a site even though it is acknowledged that there are many such needs.
- 5.6.3 Each site, in consultation with the Liaison Committee, shall determine how to best and fully utilize its above-staffing allocation for the school year.
- 5.6.4 The time scheduled for elementary special subject teachers in each elementary school shall be rounded upward to the nearest whole day.
- 5.6.5 **Elimination of lost prep time.**
  - 5.6.5.1 Prep time loss during weeks with holidays and during shortened and/or early days or for other reasons that are beyond an individual teacher's professional control (e.g. changes of schedule due to testing, assemblies, or required training, etc.) will be made up by using one or more of the following options.
    - a. Schools calling substitutes.
    - b. Payment for prep loss. Payment will be based on the pro-rated higher substitute cost.
    - c. Rescheduling of prep time. This can include rotation of regular prep periods during the school year.
- 5.6.6 All special day class teachers as defined by Special Education shall be provided preparation time equal to the preparation time provided other teachers in their school. The District shall ensure this preparation period.
- 5.6.7 Full-time Child Development teachers shall be provided 150 minutes of duty-free preparation time per week. Scheduling of the preparation time shall be the responsibility of the site administrator. The site administrator will confer with the teachers on this matter.
- 5.6.7.1 Preparation time will be prorated based on the proportion of time a part-time Child Development teacher is employed.
- 5.6.8 Teachers shall not be required to assume other duties or responsibilities during preparation time without their consent, except under emergency circumstances to provide for the supervision and/or protection of students. No teacher shall be required to give up more than two (2) preparation periods for emergency situations per year, except in those schools where an alternative program has been approved by the faculty.

**5.7 Relief Breaks**



- 5.7.1 The service day shall include twenty (20) minutes of relief breaks at the rate of ten (10) minutes in the morning and ten (10) minutes in the afternoon. In no case shall a single break be less than five (5) minutes.
- 5.7.2 The site administrator shall be responsible for scheduling the supervision of students during the time established for relief periods.
- 5.7.3 A daily fifteen (15) minute a.m. and a fifteen (15) minute p.m. rest break will be provided all seven (7) or eight (8) hour employees.

**5.8 Lunch**

- 5.8.1 All teachers shall be provided with a minimum thirty (30) minute uninterrupted lunch period daily.
- 5.8.2 Each special subjects non-classroom teacher shall be scheduled at least the same lunchtime allotment as the regular teachers at the same site.

**5.9 Special Assignments**

- 5.9.1. No teacher shall be required to participate in a special-duty assignment more than four (4) times during a school year, no more than one (1) of which shall be on a Friday. Nothing precludes teachers from volunteering for such activities.
- 5.9.2 Saturday, Sunday, and holiday special assignments will be made on a voluntary basis.
- 5.9.3 No teacher shall be required to accept any overnight duty. Such assignments may be made on a voluntary basis.
- 5.9.4 The site administrator will make these special assignments only as necessary and in a manner which distributes the extra duties and responsibilities as equitably as possible to all concerned staff.
- 5.9.5 The site administrator shall confer with teachers when planning activities which might occur outside the maximum service day in which the teacher may be involved.
- ~~5.9.6~~ New teachers shall have no more than one (1) additional day of service required for all District wide meetings in addition to whatever requirements exist for all teachers. In addition, the Parties agree to negotiate a new and mutually agreeable Article 5.9.8.1 to reflect the New Employee Orientation requirements.

**5.10 Staff Meetings**

- 5.10.1 The first Thursday of each calendar month of the school year shall be reserved for on-site faculty meetings.
- 5.10.2 Every effort will be made to limit the length of faculty meetings to one (1) hour.
- 5.10.3 Whenever possible, the notice of and tentative agenda for any meetings shall be given to teachers involved at least two (2) days prior to the meeting.
- 5.10.4 The site administrator may schedule additional meetings from those noted above when the administrator concludes that there is a necessity for additional meetings. If

*De*  
*27*

such meetings are mandatory, unit members shall be paid at the contract hourly rate for attending.

- 5.10.5 The site administrator will excuse teachers from meetings and special assignments for emergency reasons or extenuating circumstances which can be substantiated.
- 5.10.6 The District will limit the numbers of extra meetings teachers must attend and agrees to discuss with the union how to achieve that end.

**5.11 Collaborative Time**

5.11.1 The parties agree to incorporate ongoing collaborative time, beginning in the 2016-17 school year, to allow regular and defined time for educators to collaborate on approaches to improving student achievement and common issues with their colleagues.

5.11.2 Collaborative time is time spent in professional learning activities that focus on a school site's Single Plan for Student Achievement plan and/or the District Strategic Plan and related initiatives. This may be done in department/grade level teams, and/or special populations of certificated unit employees, or as whole-staff activities. Typically, team meetings will focus on improving student achievement through the examination of student work, analyzing student/school data, sharing methodologies, planning and developing curriculum and assessments. The time is intended to be for group collaboration.

5.11.3 Collaborative time shall be structured as follows:

- a. On the first Thursday of each month a staff meeting, not to exceed 60 minutes, will be held.
- b. On the second, third, and fourth Thursdays of each month, unit members will be provided 60 minutes of collaborative time, immediately following the conclusion of the instructional day with students, on those Thursdays when there is a regular instructional day.
- c. On the fifth Thursday of each month (if occurring), the regular work day for unit members shall conclude fifteen minutes after the end of the instructional day for students. If voluntary professional learning opportunities are provided during the fifth Thursday of a month, unit members will be paid at the volunteer rate. If mandatory professional development training is required the fifth Thursday of a month, educators will be paid at their regular contractual daily rate.
- d. The eighteen paid regular hours of common planning time previously negotiated shall be incorporated into the collaborative time, as provided for above. Furthermore, the additional time required to provide for collaborative time on the fourth Thursday of the month, shall be paid at the regular contracted daily rate and incorporated into the salary schedule.

5.11.4 For eight-hour bargaining unit members, the current practice regarding Common Planning Time (CPT) shall remain in effect until a mutually-agreed upon alternative has been negotiated.

**5.12 Scheduling in Child Development**



- 5.12.1 **Child Development Hours**
  - 5.12.1.1 Children's Centers teachers shall work the same hours as classified Children's Centers employees during the winter recess and summer vacation.
  - 5.12.1.2 For Child Development teachers who eat lunch with their assigned children, the service days will be eight (8) hours including lunch.
  - 5.12.1.3 The service day for a Child Development teachers shall be eight (8) hours including relief breaks and excluding lunch.
- 5.12.2 Schedules for holidays and vacation periods shall be established through consultations between the teachers and management. Individual preferences and special circumstances will be given serious consideration by management; however, management reserves the right to make the final decision in the interest of the total program. Any request for vacation should be submitted at least two weeks prior to the date requested and shall be acted upon within six (6) working days from the date of submission of the written request and such decision shall be conveyed immediately to the teacher.
  - 5.12.2.1 Children's Center teachers shall be granted half of the Board-granted vacation days during the winter holidays in addition to vacation days. The winter holiday schedule shall be established and posted by November 15 of each year.
  - 5.12.2.2 Child Development teachers may carry over no more than twelve (12) vacation days from year to year, but vacation days lost will be compensated at the teacher's per diem rate.
    - 5.12.2.2.1 New Article Based on MOU If at the end of the fiscal year (June 30), staff has vacation days that have not been used, those days may be cashed out up to twelve (12) days per fiscal year or carried over without reduction. Request for cash out should be submitted in accordance with Payroll Department procedures.
- 5.12.3 The number of contracted work days per year for Child Development teachers in 12 month positions commencing on July 1 Child Development shall be 223 days.
- 5.12.4 Fee-based Child Development programs that operate for 12 months of the year shall have at least one (1) teacher who shall work the 223-day Contract year.
  - 5.12.4.1 Child Development teachers at who are on a 223-day Contract may be required to work at another site during winter and spring breaks and student vacation periods.
  - 5.12.4.2 All other teachers at fee-based centers shall work the service year reflected in the School Calendar Summary K-12. When such teachers work days beyond those stipulated in the Calendar, they shall be compensated at the per diem rate and shall accrue all benefits associated with the additional days.
  - 5.12.4.3 According to seniority Child Development teachers on the K-12 School Calendar shall have first right of refusal for additional days required at any center during winter and spring breaks, and student vacation periods. For STRS purposes, a full year of service for Child Development teachers shall be reported for both 223 days of service and for teachers who work the service year reflected in the School Calendar Summary for K-12.
- 5.12.5 The service year for Child Development teachers working in infant/toddler programs in a 12 month position shall work the 223 day service year



- 5.12.6 New Article Scheduling 12 month Child Development Teachers Contracted Work Days:
- a) By June 1<sup>st</sup> of each year, the District operational calendar which begins July 1 for the 12 month child development programs will be provided to SCTA.
  - b) By no later than June 15<sup>th</sup>, the District will ask staff members to identify 50% of the non-contracted days each staff person will need to schedule for the time period from July 1 through December 31.
  - c) By no later than December 15<sup>th</sup>, the District will ask staff members to identify the remaining 50% of non-contracted days each staff person will need to schedule for the time period from January 1 through June 30.
  - d) Both parties are responsible for ensuring 223 contracted days are scheduled. Scheduled days may be changed by mutual agreement.
- 5.12.6.1 In the event there are two or more staff who desire to take days off and not all requests can be accommodated; seniority will be used to determine which request(s) takes priority.

**5.13 Parent and Preschool Education Teachers**

- 5.13.1 Half-time contract teachers shall be those whose daily assignment accumulates to three (3) hours; said hours shall include two and one-half (2-1/2) hours student contact time plus thirty (30) minutes each day for preparation and conferencing. Such half-time assignments shall also include a two (2) hour weekly parent meeting at the going per session rate.
- 5.13.2 Two-thirds (2/3) contract teachers shall be those whose daily assignment accumulates to three (3) hours student contact time plus twenty (20) hours allocated monthly as follows:
- a. Four (4) hours in-service.
  - b. Sixteen (16) hours of home visitation, preparation, and such reports as required by the funding agency.

**5.13.2.1 Headstart**

- Two-thirds (2/3) contract teachers shall be those whose daily assignment accumulates to three and one half (3 1/2) hours student contact time per day for each day for up to 4 days per week plus twenty-four hours allocated monthly as follows:
- a. Four (4) hours in-service.
  - b. Twenty (20) hours of home visitation, preparation, and such reports as required by the funding agency.
  - c. Such hours from a. and b. will be distributed among the four teaching days unless mutually agreed to be performed on another day by the affected teacher and supervisor.
  - d. The teaching days shall be Monday through Thursday as derived from the K-12 181-day calendar.



RELOCATED BACK INTO CBA at 5.9.7

**5.9.6: New Teacher Day and New Employee Orientation Language**

*"New teachers shall have no more than one (1) additional day of service required for all District wide meetings in addition to whatever requirements exist for all teachers. In addition, the Parties agree to negotiate a new and mutually agreeable Article 5.9.8.1 to reflect the New Employee Orientation requirements.*



- 5.13.3 Full-time contract teachers shall be those whose daily assignment accumulates to six (6) hours per day.
- 5.13.4 It is agreed that the District may change or reduce the hours of per session employees and may terminate the services of such an employee whenever such action is deemed to be in the best interest of the instructional program. Further, it is agreed that the District shall give priority consideration to granting contracts to per session teachers before those with less or no District experience.
- 5.13.5 Per session teachers shall be those whose daily hours accumulate to less than fifteen (15) hours per week.
- 5.13.6 Hours of on-site service time shall be the hours of assignment plus fifteen (15) minutes before and fifteen (15) minutes after the daily assignment. Except that on service days preceding scheduled holidays, vacations, or Saturdays, the teacher's day shall end at the close of the pupil's day. In addition, teachers are responsible for carrying out special assignments in accordance with Article 5, Section 5.8, and for attending staff meetings on the first Thursday of the month.

#### **5.14 Adult Education**

The parties agree to meet within thirty (30) days of ratification of this Agreement to negotiate revisions to Article 5.14 Adult Education.

#### **Other Articles**

The parties agree to maintain the status quo for the following:

RELOCATED BACK INTO CBA at 5.4.2.2

[CSR language specifically addressed 20 to 1. It is no longer relevant.]

#### **5.4.2.2: Doubling of Classes Language –**

*"Under necessary circumstances the Parties may mutually agree to allow for the doubling of primary classes (Kindergarten – 3rd grade) depending on safety, facilities, and/or program needs. For these cases, doubling of primary classes will not be considered a class size violation."*

New teachers shall have no more than one (1) additional day of service required for all District-wide meetings in addition to whatever requirements exist for all teachers. The

- 5.9.8 Parties agree to incorporate this language into the New Employee Orientation set forth in AB 119. The parties further agree to negotiate these changes beginning within sixty (60) days of the ratification of the agreement. –

**ARTICLE 17 - CLASS SIZE**

17.a The District's goal is that all class size maximums will be met by the end of the first week of school with students in order to enhance the educational process. Schools unable to meet maximums by this time are not subject to any grievances. School administrators must communicate the reason(s) to their supervisors for inability to meet maximums.

The parties may agree to discuss other issues.

**17.1 Elementary Class Size Limitations**

17.1.1 At the kindergarten level, the maximum class size shall not exceed twenty-four (24) students per teacher, so long as LCFF Class Size Grade Span Adjustment (GSA) funds are in effect. If LCFF Class Size Grade Span Adjustment (GSA) funds are not continued, the class size maximum shall not exceed twenty-nine (29)."

17.1.2 At grades 1- 3, the maximum class size shall not exceed twenty-four (24) students per teacher, so long as LCFF Class Size Grade Span Adjustment (GSA) funds are in effect. If LCFF Class Size Grade Span Adjustment (GSA) funds are not continued, the class size maximum shall not exceed twenty-eight (28).

17.1.3 At grades 4-6, the maximum class size shall not exceed thirty-three (33) students per teacher.

17.1.4 Instrumental music teachers will not be included in determining the staffing ratio in the elementary school.

17.1.5 The maximums established in Section 17.1 of this Article may be exceeded by mutual agreement between the site administrator and the affected teacher.

17.1.6 The District shall have 15 days at the beginning of each school year to adjust classes to meet the maximums established in 17.1.1 through 17.1.3. Thereafter, maximums in any class may be exceeded by no more than three (3) students and only for a cumulative total of five (5) school days during any school year as required to meet student needs, except in those classrooms where the mandates set forth by the state do not allow for larger class sizes. In those instances where a class size exceeds the maximum, certificated staff shall be paid ninety dollars (\$90) per day for every day the class exceeds the maximum.

17.1.7 When two or more classes of the same grade level(s) are housed at the same school site, the enrollment difference between the smallest and largest classes shall not exceed five except by mutual agreement of the site administrator and the teachers involved.

**17.2 Special Subject Teachers**

17.2.1 Special subject teachers shall provide release preparation time for no more than seventeen (17) qualifying teachers per week excluding him or herself. Qualifying teachers means grades 1 through 6 classroom teachers, including special day class teachers (which shall include aide support).

17.2.2 The maximum teacher load shall not exceed 190 students per day.



**17.3      Secondary Class Staffing Formula**

**17.3.1      7th and 8th Grades**

One (1) teacher per thirty-one (31) students enrolled; computed on third-month projected enrollment add one (1) teacher for all fractional remainders over 0.50.

**17.3.2      9th, 10th, 11th, and 12th Grades**

One (1) teacher per thirty-two (32) students enrolled; computed on third-month projected enrollment add one (1) teacher for all fractional remainders over 0.50.

17.3.3      Secondary staffing shall be based upon third-month projections.

17.3.4      The student/counselor\* workload will be one (1) full-time counselor for each 375 students enrolled, based upon the projected third-month enrollment. Additional counseling service shall be provided on the basis of one (1) counseling hour for each sixty (60) students in excess of the 375/1 ratio, also based on the third-month projected enrollment. No more than fifty-nine (59) additional students shall be assigned to the total counseling staff at a school before additional counseling hours shall be provided, except by mutual agreement between the site administrator and the counselor(s).

17.3.5      The student/counselor\* workload in continuation high schools and the opportunity school will be one (1) full-time counselor for each 150 students enrolled, based upon the third-month projected enrollment.

**17.4      Secondary Class Size Limitations**

17.4.1      Adjustments to maximums must be made by the fourth week of the new school year. Adjustments during the school year are to be made after maximums have been exceeded for ten (10) consecutive days, after which the District has an additional 10-day period to take whatever action is necessary to alleviate the excess.

Thereafter, in those instances where a class size still exceeds the maximum, certificated staff shall be paid ninety dollars (\$90) per day for every day the class exceeds the maximum.

17.4.2      When two (2) or more sections of classes having the same course content are scheduled to meet during the same period, the enrollment difference between the smallest and the largest classes will not exceed five (5), except by a mutual agreement of the site administrator and the teacher(s) with a class(es) having an enrollment difference in excess of five (5).

17.4.3      Maximum class size in the areas of English, social studies, mathematics and science shall be thirty-five (35) students per period.

17.4.4      Maximum class size for proficiency and developmental classes shall be twenty (20) students per period. Staff allocation for proficiency classes shall be computed separately from the ratios shown in Sections 17.2.1 and 17.2.2 of this Article.

17.4.5      Class size maximums and/or maximum pupil loads shall be proportionate for teachers assigned to subject areas with and without maximums and/or with differing maximums.

*ga*  
*07*

- 17.4.6 The maximum teacher load in the secondary schools shall be limited to 170 pupil contacts per day. Exceptions to this maximum are permissible with mutual agreement between the teacher and principal. The requirements of this section are waived for Kit Carson Middle School because of special program requirements.
- 17.4.6.1 The maximum student load for physical education and music teachers beginning with the third school month will be 220. Class sizes for physical education teachers in middle and high schools will be based on a proportional level of 44 as maximum per period. Physical education teachers with fewer than five (5) periods will have the maximum student load total (220) reduced by the proportional level. (Example:  $44 \times 5 = 220$ . If teacher has only four (4) classes the total student load would be  $44 \times 4 = 176$ ). The parties agree that the actual number of students in any particular class may fluctuate slightly but that no single class will have more than forty-eight (48) students with the single exception of pre-designated PE Athletic classes only during sixth period (and if absolutely necessary, fifth period) at High Schools which may have no more than fifty-five (55) students.
- 17.4.6.2 The maximum student load for teachers of performance-based music classes shall be 220.
- 17.4.7 The maximum District average class size ratio for secondary ELL classes shall be 20:1 for levels I and II and 27:1 for other levels. Reasonable effort will be made to balance classes within the school. The District will share ELL class size information with SCTA.
- 17.5 In addition to the foregoing limitations, students shall not be regularly placed in a classroom in larger numbers than the capacity of the teaching facilities or basic work stations available where a student normally spends the majority of the class time performing the operational functions necessary to meet performance objectives and goals of the course.
- 17.6 **Special Education Class Size Maximums**
- 17.6.1 Based on each students' IEP, the District will provide a continuum of services for special education students that will meet the educational requirements of special needs students while providing those services in the Least Restrictive Environment in accordance with state and federal law. The class size maximums for special education shall be as specified by the California State Legislature and/or Department of Education, except for the following limitations agreed upon by the parties. Students with special needs will be provided with appropriate supports as informed by students' IEPs and as outlined below.
- a. The maximum case load for each SDC Mild/Moderate teacher at the elementary level shall be 15, with the exception that the maximum case load for SDC/Moderate to Severe shall be 13.
  - b. The maximum case load for each SDC/Mild/Moderate teacher at the secondary level shall be 16.
  - c. The maximum case load for each SDC/Moderate/Severe teacher at the elementary and secondary level shall be 13.

*gn*  
*P7*

- d. Adjustments to maximums set forth above at the elementary and secondary level must be made at the beginning of each school year within 15 days.
- e. The maximum case load for teachers participating at John Morse Therapeutic Center in all grades shall be 10 to 1.

***f. Co-teaching among special education and general education teachers will occur with the agreement of the assigned teachers. No special education teacher will be assigned to co-teach with more than two general education teachers. No general education teacher will co-teach with more than one special education teacher. The method of co-teaching shall be determined by the co-teachers.***

g. The maximum case load for teachers participating in Co-Teaching (equal partnership of special education and general education teachers) Inclusive Practices (combination of RSP and SDC students) at the elementary and secondary level shall be 25. Each class will be loaded with a maximum of 1/3 students with IEPs; remaining 2/3 students without IEPs.

h. General education classes will be loaded with a maximum of 1/3 students with IEPs ~~or with 504s~~; remaining 2/3 students without IEPs (maximums exclude students with speech and language only IEPs). However, this provision shall not prevent any student from being placed in the least restrictive environment, and if that requires exceeding the above-referenced maximums, it will be treated like a class size overage for compensation purposes.

i. The timeline for adjustments to maximums in special education classes shall be the same as for general education classes.

j. Case loads above the maximum during these "grace" periods set forth above are not violations of this Agreement and no penalty shall be imposed on the District for exceeding the maximums during these periods.

k. In the event that the District assigns a case load above the applicable maximum outside of the "grace" periods set forth above, the District shall compensate the teacher involved at the rate of \$20 per student per day above the maximum, up to a maximum of \$100 per day. The District shall not exceed the maximum outside of the unfunded "grace" periods for more than thirty (30) school days.

l. Specialized Health Care: Specialized health care (c.g., catheterizations, gavage feeding suctioning) should be provided by qualified designated personnel as defined in the Education Code and recommended by the credentialed school nurse. Certificated instructional staff shall not be required to perform these services.

When licensed medical personnel are not available, special education students unable to self-administer their medication shall have their medication, except for certain medications such as insulin, administered by qualified designated personnel, as defined by Ed Code, trained and supervised by a credentialed school nurse.

#### 17.6.2.1 Aide Support



- a. For SDC classes with Mild/Moderate disabilities shall have one five (5) hour or one six (6) hour aide
- b. For SDC classes with Moderate/Severe disabilities shall have two six (6) hour aides
- c. At least 80% of the RSP teacher within the District shall be provided with an instructional aide. [EC 56362]
- d. Classroom teachers who have an aide assigned to assist with students of special needs students shall direct those aides, consistent with a student's IEP.
- e. \_\_\_\_\_

New Article Teachers in a Co-Teaching or Inclusive Practices assignment shall participate in 14 hours of district-sponsored professional learning and will be provided release time or compensated at their contracted hourly rate.

New Article Teachers shall participate in IEP meetings in accordance with requirements set forth in IDEA [CFR 300.321 Individualized Education Plan (IEP Team)]. Site administrators will provide release time during the school contract day or compensate teachers at their contracted hourly rate for IEPs held before or after the contract day.

17.6.2 Additional nursing time may be purchased by special projects and other categorical programs.

**17.7 ESOL and Basic Education Class Size Limitations**

17.7.1 Whenever the attendance in any given ESOL or basic education class reaches thirty-five (35) students for five (5) consecutive days after the fourth week in any given quarter or semester, the site administrator will reduce the size of such class to twenty-five (25) by one of the following methods whenever possible:

- a. Move the excess students to another class.
- b. Hire additional personnel.

**17.8 School Nurses\***

17.8.1 The District shall maintain the present level of health services at a minimum of thirty-five (35) positions conditional upon the following:

Maintenance of the present level of general funding.

Constancy of categorical funding available for health services.

17.8.3 Additional nursing time may be purchased by special projects and other categorical programs.



**17.9      Speech and Language Specialists**

- 17.9.1      Language, Speech and Hearing Specialists (LSHS) caseload: Elementary or Secondary: caseload is 55 students (inclusive of a maximum of five [5] speech improvement students).
- 17.9.1.1    Language, Speech and Hearing Specialists (LSHS) caseload: Preschool only (3-5 years): caseload is 40 students (inclusive of a maximum of five [5] speech improvement students).
- 17.9.1.2    School-age and preschool: the caseload shall be reduced proportionally to reflect the number of preschoolers assigned to Language, Speech and Hearing Specialists. {provides further clarification of 17.9.1 and 17.9.1.1}
- 17.9.2      Sections 17.1.6 and 17.1.7 of this Article are understood to apply to the implementation of the above student/ speech and language specialist ratio.

**17.10     Vocational Specialists**

- 17.10.1     The case load for vocational specialists will be 125 students to one (1) specialist calculated on the ten-month average enrollment. For purposes of these calculations, each ROP student will count as one-half (1/2).

**17.11     Children's Centers Non-management Certificated Personnel**

- 17.11.1     Children's Centers adult/student ratios shall be based upon ratios established by federal and state requirements.

**17.12     Librarians**

- 17.12.1     For the secondary school sites, no fewer than one (1.0) FTE librarian position shall be assigned to each of the following high school sites: (1) John F. Kennedy; (2) C.K. McClatchy; (3) Rosemont; (4) Luther Burbank; and (5) Hiram Johnson, with the remaining librarian positions distributed as mutually determined by the Parties.

For the 2013-14 school year, the District shall employ no fewer than eleven and three fifths (11.6) FTE librarians, one of whom shall be a District-wide Librarian, at the District's secondary school sites.

**17.14     Program Specialist**

- 17.14.1     There shall be one Program Specialist for each 1100 special education students or fraction thereof. Each Program Specialist will have a caseload of 1000-1100 students.

*gn*  
*DT*

MEMORANDUM OF UNDERSTANDING  
Between  
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
And  
SACRAMENTO CITY TEACHERS ASSOCIATION  
Concerning

**Theodore Judah Elementary Teachers 2015-16**

The Sacramento City Unified School District hereinafter called the "District," and the Sacramento City Teachers Association, hereinafter called the "Association." The District and Association are collectively referred to throughout this Agreement as the "Parties," hereby agree to the following terms of this agreement:


1. The Parties wish to settle all complaints and/or grievances related to Grievance #16 Class Size K-3 All Affected Teachers, in the spirit of compromise and in the interest of promoting harmonious labor relations.
2. To assist with the continued concern, the Parties agree that this action shall only apply to the following three (3) teachers at Theodore Judah Elementary School during the 2015-16 school year: Irene Jewitt, Deanna Godby and Mauro Galatolo.
3. Each teacher identified in #2 shall receive \$90 per day during their contractual service year for actual days worked with a class load of students above the class size limit between October 2, 2015 to June 16, 2016 as confirmed by attendance records.
4. This agreement is non-precedent setting and shall not be used for any other purpose in the future.
5. The Parties agree that this MOU constitutes the entire agreement, and full and final resolution between SCTA and the District regarding the subject matter of this MOU. Accordingly, the Parties acknowledge and agree that no other teacher may hereafter bring forward any such similar claim as stated in this MOU, whether known or unknown at the time this MOU is executed. No other promises, agreements, or statements between the Parties shall be binding unless made in writing and signed by the Parties.

For the Association:

  
\_\_\_\_\_

12/4/17  
Date

For the District:

  
\_\_\_\_\_

12/4/17  
Date

D.5 JA

07

Framework Agreement ①  
Sac City Unified School District  
Sacramento City Teachers Assn  
11/5/17 3:25 P.M.

① Salary agreement

July 1, 2016 - June 30, 2019

|   | 7/1/16 - 6/30/17 | 7/1/17 - 6/30/18 | 7/1/18 - 6/30/19                      |
|---|------------------|------------------|---------------------------------------|
| Salary increase   | 2.5%             | 2.5%             | 2.5%                                  |
| Adjustment to salary schedule - Knio's proposed structure |                  |                  | +3.5%<br>Maximum District expenditure |

2

school calendar

Within ~~60~~<sup>15</sup> days, the parties agree to meet and confer about the school calendar for the next 3 years. The ~~the~~ meet and confer shall include the start and end dates, as well as the semester end dates. One major underlying goal is to offer opportunities for ~~the~~ enrichment for students to attend local institutions of higher education.

3

Destination District

Union's language with the



expansion of the Committee to include other labor partners, leading community based organizations leaders, and other community representatives. The Committee's ~~with~~ recommendations are advisory to the School Board.

#### ④ The Union Other Committees

The subject of other committees as proposed by the Union will be addressed by applicable law.

#### ⑤ The Class Size and other staffing goals

The parties agree to the following non-binding goals for

D/S. JA  
D7

(4)

class size and other statutory ratios.

A) Class size maximums

(1) Elementary primary (K-6) 24-1

(2) 7th & 8th grade 24-1

(3) 9, 10, 11th grade For English, math, social science, and science  
28-1, for  
all other subjects,  
35-1

B) Special Day class

Elementary 12-1

SDC moderate to severe elementary 8-1

SDC secondary 12-1

DT

(C) School Nurse

1 per 750 Students

(D) Librarians

1 for every secondary school  
except opportunity schools.

(E) Program Specialists

1 per 500 Students

(F) Psychologists

1 per 1,000 students  
with no more than 2 schools  
per psychologist

(G)

Behavioral  
Specialist

No more than 5 schools  
per specialist

DZ

The partners agree that the application of the savings as set forth in the tentative article 13 agreement will determine the available funds to achieve the agreed upon goals. If the funds are not sufficient to meet the goals, the partners will negotiate priorities.

(6)

CTE

The partners with the steps ~~to make CTE teachers~~ p agree to negotiate permanent status for the District's CTE teachers.

D.S. JA

DT

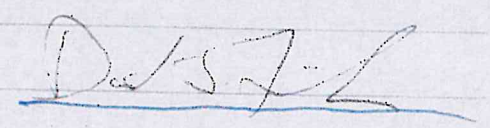
7

This agreement is  
subject to the approval  
of the city school Board  
and the SCA bargaining team.

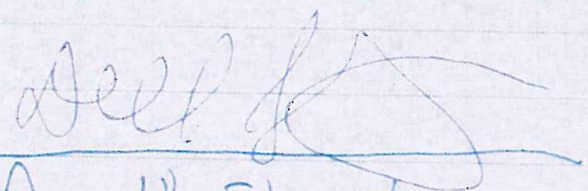
11/5/17



Jorge Aguilar  
Superintendent



David  
Fisher  
President  
SCA



Darrell Steinberg  
Mayor

On Nov 6, 2017, at 8:49 AM, Jorge Aguilar <[JAguilar@scusd.edu](mailto:JAguilar@scusd.edu)> wrote:

Mayor and SCTA colleagues,

Thank you – like the Destination District committee, I our board would want to ensure similar language to that puiece. I will forward to members of our board shortly. See below:

*The District and the Association commit to working with Mayor Steinberg and other labor partners and leading community-based organization to sponsor a 2020 <sup>bullet points</sup> ~~partial tax~~ that will enable the District to provide arts and music, restorative practices and other enhancements designed to enrich students' academic and cultural experiences, including summer school programs, to encourage students to stay in school to give all students an equal opportunity to graduate with the greatest number of postsecondary choices from the widest array of options.*

**From:** [steinberg.darrell06@gmail.com](mailto:steinberg.darrell06@gmail.com)  
[mailto:[steinberg.darrell06@gmail.com](mailto:steinberg.darrell06@gmail.com)]  
**Sent:** Sunday, November 5, 2017 6:08 PM  
**To:** Borsos, John <[JBorsos@cta.org](mailto:JBorsos@cta.org)>  
**Cc:** Darrell Steinberg <[steinberg.darrell06@gmail.com](mailto:steinberg.darrell06@gmail.com)>  
**Subject:** Needed language change on school calendar

John. Per our conversation a few minutes ago, the District needs the following language change re the school calendar issue. I am writing the edited language below.

'Within 15 days, the parties agree to meet and confer about the school calendar for the next 3 years. The meet and confer shall include the start and end dates, as well as the semester end dates. The major underlying goals are to offer opportunities and enrichment for students to attend local institutions of higher education, and to align the Districts calendar with the calendar of local higher education districts and neighboring K-12 districts.'

Thank you. Darrell

**Sacramento City Teachers Association**

**Collective Bargaining Agreement**

**Between**



**Sacramento City Unified  
School District**

**and**



**Sacramento City  
Teachers Association (SCTA)**

**Effective:**

**July 1, 200416 through June 30, 2011**



10-26-16

7a  
73  
07  
M

Tentative Agreement  
October 26, 2016

**Preamble: This agreement is made between the Sacramento City Unified School District (hereafter "the District") and the Sacramento City Teachers Association (hereafter "SCTA" or "the Association" effective on July 1, 2016.**

10-26-16 79  
07  
M

Tentative Agreement  
October 26, 2016

ARTICLE 1 - RECOGNITION

1.1 The Board hereby recognizes the Sacramento City Teachers Association, hereinafter referred to as the Association, as the exclusive and sole negotiation agent for:

Individuals in positions, the title for which includes the term "teacher" and in which the individual is under contract with the school District;

per session teachers excluding teachers of summer school;

counselors;

psychologists;

school social workers;

librarians, ~~except the District librarian~~, including District librarian;

audiometrists;

nurses;

*school and lead nurse*

vocational specialists;

department chairpersons;

language, speech and hearing language specialists;

program specialists;

resource specialists;

student activities advisers;

training specialists;

athletic director;

behavior intervention specialist;

drug, alcohol and tobacco education specialist;

education audiologist;

and

substitute teachers.

1.2 The Board agrees not to meet and negotiate with any teachers' organization other than the Association for the duration of this Agreement; further, the Board agrees not to negotiate with any teacher individually during the duration of this Agreement on matters subject to meeting and negotiating.

10-26-16  
of 79  
C  
B  
M

1.3 The Association recognizes the Board as the duly elected representative of the people and agrees to negotiate only with the Board or its duly authorized representatives designated by the Board to act in its behalf.

1.4 The Association agrees that neither it nor its members or agents will attempt to represent in any negotiations or grievances, the interests of anyone other than members of the unit, except the negotiation interests of summer school employees.

10/26/16  
MA  
JA  
7/3  
W

**ARTICLE 2 - DEFINITIONS**

- 2.1 "Teacher" refers to any employee who is included in the appropriate unit as defined in Article 1 and, therefore, covered by the terms and provisions of this Agreement.
- 2.2 The term "Board" when used hereinafter in this Agreement means the Board of Education of the Sacramento City Unified School District.
- 2.3 The term "school district" or "District" when used hereinafter in this Agreement shall refer to the Sacramento City Unified School District.
- 2.4 The term "emergency" means a sudden unexpected happening; an unforeseen occurrence or condition; specifically, perplexing contingency or complication of circumstances; a sudden or unexpected occasion for action; exigency; pressing necessity.
- 2.5 The term "Association" or "SCTA" when used hereinafter in this Agreement means the Sacramento City Teachers Association.
- 2.6 Principal, Unit Administrator or Site Administrator
- 2.6.1 The term "principal" or and "unit administrator" or "site administrator" means management employees who are the chief executive officers for one (1) or more schools or offices with total responsibility and authority to manage all affairs of the school or office.
- 2.7 Elementary or Secondary Site Administrator/Site Administrator
- ~~2.7.1 The above terms as used in this Agreement have identical meanings as principal and unit administrator as defined in 2.6.1 of this Article.~~
- 2.8 **School year:** The regular year defined in the calendar adopted for the elementary and secondary schools of the District and the calendar adopted for adult schools.
- 2.9 **Service year:** The school year plus the additional workdays required for specific job classifications within the bargaining unit.
- ~~\*2.10 **Day:** A day is defined as a calendar day.~~
- ~~\*2.11 **Work Day:** Work day is defined as a day in which a member is required to render service to the District.~~
- 2.10 **Teacher-Related Classes:** Those certificated non-management employees working with students and paid on the teachers' single salary schedule and who may be required to work additional days beyond the school year and/or additional hours beyond the teachers' work day.

\*The parties recognize that agreeing to this definition of "Day" and "Work Day" may require additional modification elsewhere in the contract where day and work day are used and may need additional clarification.

ARTICLE 3 - EFFECT OF AGREEMENT

- 3.1 This Agreement terminates and supersedes all past practices, agreements, procedures, traditions, and rules or regulations concerning the matters herein.
- 3.2 The parties agree that during the negotiations which culminated in this Agreement, each party enjoyed the right and opportunity to make demands and proposals or counter proposals with respect to any matter not reserved by policy or law from compromise through negotiations, and that the understandings and agreements arrived at after the exercise of that right and opportunity are set forth herein.
- 3.3 The parties agree, therefore, that the other shall not be obligated to meet and negotiate with respect to any subject or matter whether referred to herein or not even though subject or matter may not have been in the contemplation or knowledge of either or both of the parties at the time they negotiated or signed this Agreement. The terms and conditions of this Agreement may be altered, changed, added to, deleted from or modified only through the voluntarily mutual intent of the parties in a written amendment. [REVISE] O/E
- 3.4 Should any article, section, or clause of this Agreement be declared illegal by court of competent jurisdiction, said article, section, or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of the Agreement if not directly affected by the deleted article, section, or clause.
- 3.5 Each party agrees that they will neither take, nor threaten to take, any reprisals, directly or indirectly, against the other party or any members thereof regarding any action taken on the part of such persons in the exercising of their rights and responsibilities under this Agreement.
- 3.6 The Board agrees that it shall not take any reprisals against any bargaining unit member nor any civil action against SCTA or its affiliated organizations for engaging in concerted activities.
- 3.7 The Association and the District agree that differences between the parties shall be settled by peaceful means as provided in this Contract. For the duration of this Contract, the Association, in consideration of the terms and conditions provided herein, will not engage in, instigate or condone any strike or work stoppage of members of the bargaining unit.
- This provision will not apply to any re-opener period after impasse procedures under the EERA have been exhausted, and after such exhaustion of procedure, the Board will also maintain the right to take unilateral action on negotiated items pursuant to the provisions of the EERA.
- 3.8 The parties agree that teachers employed at K-8 schools shall enjoy all rights identified in the ~~Sacramento~~ this Agreement, unless modified herein. [REVISE] O/E
- 3.9 The parties agree that the District, including the students, the teachers and other staff, as well as the community, will benefit from improvement in the negotiation/grievance processes and improvement in the relationship between the parties. To that end the parties will seek to initiate a program to improve employer-union relations.

*Terminated Agreement*

ARTICLE 4 - GRIEVANCE PROCEDURES

**4.1 Definitions**

4.1.1 A grievance is an allegation by one or more members of the bargaining unit or the Association that a member(s) has been adversely affected by a violation, misinterpretation, or misapplication of a specific provision of this Agreement.

4.1.2 A grievance shall not include and this grievance procedure shall not apply to any of the following:

4.1.2.1 Any matter upon which the District is without authority to act;

4.1.2.2 Any discharge, dismissal, or layoff of a member of the unit;

4.1.2.3 Any attempt to alter or change this Agreement;

4.1.2.4 The evaluation of members of the unit, except for alleged violations of procedural matters;

4.1.2.5 Claims of discrimination by reason of age, race, religion, color, sex, sexual orientation or national origin where there are adequate state and federal administrative and judicial remedies available for redress of such claims.

4.1.3 A working day is any day during which the grievant of the unit is required to render service to the District.

4.1.4 A "grievant" is a person or persons asserting a grievance and who is (are) a member(s) of the unit or Association.

**4.2 Purpose and General Provisions**

4.2.1 The purpose of this grievance procedure is to process a claim of grievance and to secure, at the lowest administrative level, solutions to problems which may from time to time arise concerning the welfare and working conditions and working relationships of those covered under this Agreement.

This grievance procedure shall not be construed as in any way hindering, discouraging, or denying the settlement of grievances or problems within the normal administrative channels of the District.

4.2.2 Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration, and to have the grievance adjusted without intervention by the Association, provided that the adjustment is not inconsistent with the terms of this

Agreement. The grievant may request an Association representative to attend any informal meeting called to adjust the grievance.

- 4.2.3 In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in harm to an aggrieved person, the time limits set forth herein ~~shall~~ <sup>shall</sup> be reduced so that the procedure may be exhausted prior to the end of the school year or as soon as is practicable. Time limits set forth in this Agreement may be extended by mutual consent. [REVISE]
- 4.2.4 No grievance shall be recognized unless it shall have been presented at the appropriate level within thirty (30) working days after the grievant knew or reasonably should have known of the act or condition and its aggrieving nature that forms the basis of the grievance, and if not so presented, the grievance will be considered as waived.
- 4.2.5 A decision rendered at any level shall be considered final unless an appeal is registered within the time limits specified.
- 4.2.6 Time allowances set forth at each level may be extended by mutual consent of the grievant and the District.
- 4.2.7 ~~Should the processing of any grievance require that an employee be released from his/her regular assignment, he/she shall be released without loss of pay or benefits. If an employee is released to participate in arbitration, he/she shall be released without loss of pay.~~
- 4.2.8 No reprisals of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.
- 4.2.9 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 4.2.10 All parties to the grievance shall make available to other parties involved all pertinent information not privileged under the law in its possession or control which is relevant to the issues raised by the grievance.
- 4.2.11 If a successor agreement has not been fully negotiated nor ratified by the parties, the provisions of this Article shall continue as though this contract were extended until the start of any new agreement.
- 4.2.12 Level I of the grievance process may be waived if the Association and principal or site administrator agree, Level II may be waived if the District and the Association agree.
- 4.2.13 In those instances in which related or similar grievances are being heard, the Association and the District may agree to combine the grievances to be presented before a hearing officer and/or before an arbitrator.

7A or NP  
③

4.2.14 The grievant, respondent, or the superintendent's designee for ~~Employee Relations~~ from the Human Resources Office may request the presence of a representative or representatives at any meeting. [REVISE]

4.3 Level I Local Problem Solving

4.3.1 **Preamble:** The purpose of Level I shall be to solve the specific allegation(s), issue(s) or problem(s) as framed by the grievant at the site or lowest possible level. The grievant and principal or unit administrator should attempt to resolve the grievance either informally or formally at Level I. The parties are encouraged to work out a solution that is consistent with the Contract. Solutions reached at Level I are considered non-precedential.

4.3.2 **Informal Track:** A grievance may be discussed orally with the grievant's principal or unit administrator with the objective of resolving the matter informally, without the filing of the grievance form. However, nothing shall preclude the filing of a written grievance prior to or during the informal meeting. The informal process may include the SCTA as grievance representative. [OK]

- a. The intent of the meeting is to focus on a solution. The parties shall attempt to define the issue, discuss interests, explore options, and, if possible, agree to an outcome. Upon request, the solution, if any, will be reduced in writing.
- b. If through formal or informal means, resolution is reached in writing or other mutually acceptable manner, all grievance documents may be destroyed *in accordance with applicable regulations*; [ADD] [SCTA OK 10/17/16]
- c. Solutions that require implementation beyond the school site or unit level shall first be reviewed for implementation by the appropriate District-level administrator. Solutions that do not require review and are accepted will be implemented by the principal or unit administrator.

In the event the grievant is not satisfied with attempted resolution by informal means, and the grievant wishes to file a formal grievance, the grievant must submit the grievance in writing to the principal or unit administrator or District designated representative upon forms provided by the District a grievance form agreed to by the parties. A copy of the grievance form can be found in Appendix X. [OK; ADD] [SCTA OK 10/17/16]

4.3.3 **Formal Track:** If a formal grievance has been filed, the grievant may:

- a. discuss the grievance personally, and/or [OK]
- b. request that a designated grievance representative accompany the grievant to the meeting to discuss the grievance.



The meeting shall be held within ~~ten~~ (15) working days after the filing of the grievance. The District & SCTA agree to meet every other ~~month~~ for Level I grievances. ~~The District and SCTA agree to establish a fixed meeting date to occur twice a month for Level I grievances.~~ [REVISE]

4.3.4 Within ten (10) working days following the meeting to discuss the grievance, the principal or unit administrator shall render the decision and the reasons therefor, in writing, to the grievant and to the exclusive representative. Information copies of the decision at this level shall be sent to the superintendent's designee ~~for Employee Relations from the Human Resources Office~~ and the appropriate District administrator having responsibility for the organizational segment with which the grievance was processed. [REVISE] *If the District fails to provide a written response within ten working days of the level I grievance meeting*

4.3.5 The written grievance should include: *the Association may not file a grievance directly to Level II.*

- a. A description of the specific grounds of the grievance; ~~including names, dates, and places necessary for an understanding of the grievance;~~ [ADD]
- b. A listing of the specific article or section of the Agreement alleged to have been violated;
- c. A listing of specific actions requested of the principal or unit administrator or District designated representative which will remedy the grievance. [OK; ADD] [SCTA OK 10/17/16]

#### 4.3.6 Conduct of the Level I Meeting:

- a. The intent of the meeting is to focus on a solution to the specific allegation(s), issue(s) or problem(s). The parties shall attempt to define the issue, discuss interests, explore options, and, if possible, agree to an outcome;
- b. If through formal or informal means, resolution is reached in writing or other mutually acceptable manner, all grievance documents may be destroyed *in accordance with applicable regulations;* [ADD]
- c. Solutions that require implementation beyond the school site or unit level shall first be reviewed for implementation by the appropriate District-level administrator. Solutions that do not require review and are accepted will be implemented by the principal or unit administrator.

#### 4.4 Level II

4.4.1 If the Association is not satisfied with the disposition of the grievance at Level I ~~or the District has failed to meet within ten (10) working days of the filing of the grievance,~~ the Association may file a request for a Level II meeting within ten (10) working days of the receipt of the Level I decision ~~or ten (10) working days after the filing of the grievance if the District has failed to schedule a Level I meeting.~~ [NOT

79 85  
BZ

*AGREEABLE*] Grievants not complying with the above time constraints for filing at Level II will be deemed to have waived their rights to a Level II meeting, ~~except in cases where the District has failed to schedule a meeting, wherein the grievance shall automatically move to Level II. The Association will notify the District of its decision to move a Level I grievance to Level II by email or in writing.~~ *[NOT AGREEABLE]* The party filing for a Level II meeting will forward the written grievance and the Level I decision to the *Human Resources Office of Employee Relations*. The written grievance should include: *[REVISE; KEEP]*

*response*

4.4.1.1 ~~Why the Association and/or grievant disagrees with the Level I decision. A description of the specific grounds of the grievance, including names, dates, and places necessary for an understanding of the grievance;~~ *[REVISE; OK WITH STRIKEOUT]*

4.4.1.2 ~~A listing of the specific article or section of the Agreement alleged to have been violated;~~ *[OK WITH STRIKEOUT]*

4.4.1.3 ~~A listing of specific actions requested of the school District which will remedy the grievance.~~ *[OK WITH STRIKEOUT]*

*response*

4.4.2 The Level II form ~~form~~ *[KEEP]* for appeal shall be considered a formal request for a meeting and a written decision by the superintendent or his/her designee. The meeting should be held within twenty (20) working days from receipt of the grievance by the *Human Resources Office of Employee Relations*. *[OK]*

4.4.2.1 The District and SCTA agree to make every effort to schedule Level II grievance meetings twice a month. The intent of the parties is to hear all grievances within *forty* (40) working days ~~of from the time of an appeal as is~~ postmarked or date/time stamped, including email. *[REVISE; OK][DISTRICT ADD]*

~~4.4.2.2 There shall be two tracks to solve the problem. The union shall reserve the right to choose either:~~

~~a. the Mediation Track as described in Sections 4.4.3 through 4.4.3.8 or,~~

~~b. the Interest Based Track as described in Sections 4.4.4 through 4.4.4.3. [OK]~~

4.4.2.3 ~~Under either Track,~~ The parties understand that mutual agreements secured at Level II are precedent setting unless the parties stipulate otherwise. *[REVISE; KEEP]*

4.4.2.4 Release time will be provided for the teachers participating at Level II meetings upon the written request of the Association.

4.4.3 Mediation

6  
10/17/11  
12/1/11  
12/1/11  
Grievances appealed to Level II may be submitted with mutual agreement, to mediation. ~~Mediation shall take place on the first and third Tuesday of each calendar month. Subsequent days for mediation will be scheduled, if necessary. The parties agree to mutually develop a Level II grievance calendar for each year at the same time mediators are selected, as per 4.4.3.3. [OK]~~

4.4.3.1 Under no case shall the adjustment or resolution of grievances at this level exceed forty (40) working days from the date of their appeal at Level II, unless extended by mutual agreement of the parties. If not extended, the Association may appeal the grievance to Level III.

4.4.3.2 Mediators who have been selected by the parties to mediate grievance disputes at Level II, will be scheduled on a rotating and available basis.

4.4.3.3 The parties agree to meet annually in May to review the mediators listed above. The list of mediators for the subsequent year shall be mutually agreed upon, but should the parties be unable to agree on a new list, the previous list will continue until such time as a new list is agreed to.

4.4.3.4 All costs of the mediator, if any, shall be borne equally by the parties. No party shall purposely withhold information at this level but shall disclose all information relevant to the grievance for consideration by the other party.

#### 4.4.3.5 Mediation Procedures

The mediation procedure shall be entirely informal in nature, however, copies of exhibits upon which either party bases its case shall be shared with the other party.

The relevant facts should be elicited in a narrative fashion to the extent possible, rather than through examination and cross-examination of witnesses. The rules of evidence will not apply and no record of the proceedings will be made. All persons involved in the events giving rise to the grievance should be encouraged to participate fully in the proceedings, both by stating their views and by asking questions of the other participants at the mediation hearing.

4.4.3.6 The primary effort of the mediator shall be to assist the parties in settling the stated grievance in a mutually satisfactory fashion. In attempting to achieve a settlement, the mediator is free to use all of the techniques customarily associated with the mediation process, including private conferences with only one party. If settlement is not possible, the mediator shall provide the parties with an immediate bench opinion, based on the stated grievance and the Collective Bargaining Agreement, as to how the grievance would be decided if it went to Arbitration. That opinion would not be final or binding, but would be advisory. It would be delivered orally and accompanied by a statement of the reasons for the mediator's opinion. The advisory opinion may be used as the basis for further settlement discussions or for withdrawal or granting of the grievance. If the grievance is not settled, granted or withdrawn, the parties are free to arbitrate. If they do,

79 cur W  
02 JK W

⑤

the mediator shall not serve as arbitrator, and no offers or concessions made by the parties or the mediator during mediation can be used against a party during arbitration.

Neither attorneys nor court reporters or any other type of note-taker shall be allowed to be present at the proceedings.

4.4.3.7 If the parties agree to be bound by a mediator's recommendation, the subsequent Agreement shall be reduced to writing and signed by the parties.

4.4.3.8 Any grievance not resolved within twenty (20) working days of the initial mediation session with no subsequent mediation session(s) scheduled and which the Association wishes to pursue may be appealed by the Association to Level III. Any grievance not resolved at the initial mediation session or additional mediation session(s) and which the Association wishes to pursue may be appealed by the Association to Level III within thirty (30) working days of its submission by the grievant or the Association at Level III.

#### 4.4.4 Interest Based Track

4.4.4.1 The interest based approach is intended to utilize any or all of the six step interest based problem solving model and appropriate individuals needed to reach a mutually acceptable solution.

4.4.4.2 The six step model shall include the following:

- \_\_\_\_\_ (1) Selecting an Issue
- \_\_\_\_\_ (2) Describing the Situation
- \_\_\_\_\_ (3) Identifying Interests
- \_\_\_\_\_ (4) Generating Options and BATNAS (alternatives)
- \_\_\_\_\_ (5) Identifying Criteria for the Decision
- \_\_\_\_\_ (6) Deciding on the Outcome

4.4.4.3 Any grievance not resolved under the interest based approach shall be treated for appeal to Level III per the timeline provisions of 4.4.3.8 of this Article. [OK]

#### 4.5 Level III

4.5.1 If the Association is not satisfied with the decision at Level II, the Association may request a hearing before an arbitrator within twenty (20) working days of the receipt of the Level II decision. *Unless the parties have mutually agreed to extend the Level II meeting or decision timeline, The Association may also proceed directly to arbitration if the District has failed to hold a Level II meeting or provide a Level II response within forty (40) working days of the submission of the Level II grievance.* [OK, WITH REVISION] Such requests by the Association's executive director, or official designee, will be in writing and shall be filed with the superintendent's designee *for Employee Relations from the Human Resources Office.* The Association will within ten (10) working days of the filing of the request for arbitration with the District,

notify the American Arbitration Association and request a list of arbitrators. If such request is not filed within the time limitations prescribed above, the grievant will be deemed to have waived the right to a Level III meeting. [REVISE]

4.5.1.1 Within thirty (30) calendar days of the appeal to Level III, and in no case later than thirty (30) *calendar* days prior to the Level III meeting before the arbitrator, the parties agree to meet in a conference to: [REVISE]

- a. Attempt to frame the issue to be submitted to the arbitrator;
- b. Share all evidence;
- c. Clarify whether a court reporter is necessary;
- d. Determine the site;
- e. Re-initiate efforts to settle, if possible.

4.5.1.2 The parties agree that any evidence discovered subsequent to conference will be shared at least seven (7) <sup>calendar</sup> ~~work~~ days prior to arbitration. Evidence shared less than seven (7) ~~work~~ <sup>calendar</sup> days for presentation of new evidence will be grounds for delay at the request of the receiving party. The party *who initially* presentings new evidence (*initially*) shall be charged for the cost of the arbitrator, *if the receiving party requests a delay.* [REVISE]

4.5.2 A certified court reporter shall be employed to record verbatim the entire arbitration hearing if requested by either the Association grievant or the District. In any case in which a court reporter is involved, the parties shall share equally the cost of such reporter, including per diem, mileage, and other out-of-pocket expenses. If the arbitrator requests a court reporter, the parties shall likewise share equally the cost of such reporter. The cost of transcripts shall be borne by the party ordering such transcripts. [OK]

4.5.3 When arbitration has been requested, the parties may mutually agree on an arbitrator or shall contact the American Arbitration Association for a list of arbitrators in accordance with American Arbitration Association procedures. The grievant or designee and the superintendent's designee *from the Human Resources Office for Employee Relations* shall alternately strike names from such list until only one (1) name remains. This person shall be designated as the arbitrator and shall proceed to hear the grievance under the voluntary rules of the American Arbitration Association insofar as said rules do not conflict with the grievance procedure in this Agreement. [REVISE]

4.5.4 All costs for the services of the arbitrator, including, but not limited to, per diem expenses, his/her travel and subsistence expenses and the cost of any hearing room will be borne equally by the Board and the Association. All other costs will be borne by the party incurring them.

4.5.5 The function of the arbitrator shall be:

Handwritten initials and scribbles in the top left corner.

- 4.5.5.1 To hold a hearing concerning the grievance, and
- 4.5.5.2 To render an award in accordance with the timelines agreed to between the parties and the arbitrator after the close of the hearing. The arbitrator's decision will be binding on all parties.
- 4.5.6 Once the arbitrator has been selected, hearings shall commence and be held at the convenience of the arbitrator. However, hearings shall be confined to working days.
- 4.5.7 Neither the District nor the grievant shall be permitted to assert any grounds or evidence before the arbitrator which was not previously disclosed to the other party. The arbitrator shall consider only those issues which have been properly carried through prior steps as required by the provisions of this grievance procedure.
- 4.5.8 The arbitrator shall not render any award which conflicts with or alters this Agreement. It is understood, however, that the arbitrator shall interpret the Agreement in accordance with acceptable rules of contract construction.
- 4.5.9 The arbitrator is empowered to include in any award such financial reimbursements or other remedies as judged to be proper.
- 4.5.10 Each party shall bear the full costs for its representation in the arbitration. The administrative costs of the American Arbitration Association and the arbitrator's fees and charges shall be divided equally between the grievant and the District.
- 4.6 The parties agree that it is beneficial to resolve pending grievances as expeditiously and fairly as possible. To that end, the parties are interested in bringing pending grievances, particularly those at the arbitration stage to a conclusion in a reasonable time. The parties therefor agree to meet and seriously consider methods to expedite pending grievance resolution including, but not limited to, considering grouping grievances on similar issues, mediation/arbitration procedures, appointment of special masters or permanent panels and other alternatives which the parties may agree upon.

7A  
(1-14-16  
JW  
07  
CW

**ARTICLE 6 - EVALUATION**

**6.1 Principles and Purposes of Professional Evaluation**

- 6.1.1 The ultimate goal of an evaluation system for teachers and employees serving in teacher related positions is the identification, reinforcement and improvement of skills, attitudes, and abilities which will result in better educational opportunities for all students. It is the intent of the parties that timelines apply to all teachers. The purpose of these guidelines is to ensure that the evaluation of District professional personnel shall:
- 6.1.2 Meet the requirements of state law as set forth in Education Code Sections 44500, 44660-44664, AB 954 which is included in the amended Education Code 44664 and conform in principle to the guidelines established by the State Board of Education.
- 6.1.3 Provide for the establishment of standards of expected student achievement at each grade level in each area of study as expressed in the District's courses of study, guides, and adopted standards aligned instructional materials, and for the evaluation and assessment of certificated employee competency as it reasonably relates to: 1) the engagement and support of all students in learning; 2) the performance of those non-instructional duties and responsibilities, including supervisory and advisory duties, as may be prescribed by the Board and SCTA contract; and 3) the establishment and maintenance of a suitable learning environment within the scope of the employee's responsibilities; 4) understanding and organizing subject matter for student learning; 5) planning instruction and designing learning experiences for all students; and 6) assessing student learning.
- 6.1.4 Cover all significant aspects of professional service as set forth in the employee's job description.
- 6.1.5 Be conducted cooperatively with the employee accepting responsibility for self-evaluation and having full knowledge of any administrative evaluation.
- 6.1.6 Provide for recognition of outstanding service.
- 6.1.7 Provide for counseling, specific recommendations, and assistance in areas where improvement is needed.
- 6.1.8 Be conducted continuously and consistently in conformance with established evaluator-evaluated relationships, written forms, channels of communication, and time requirements.
- 6.1.9 The evaluator shall take into account working conditions which may have an adverse impact upon the employees' abilities to perform effectively. Such conditions will be identified in the pre-conference or final conference process and shall include, but are not limited to:
  - 6.1.9.1 Equipment, supplies, facilities
  - 6.1.9.2 Teacher and student work stations
  - 6.1.9.3 Problems related to sharing facilities

- 7A
- 6.1.9.4 Preparation time
- 6.1.9.5 Assignments outside scope of certification, experience and/or training
- 6.1.9.6 Changes of assignment within the school year
- 6.1.9.7 Adequate orientation to policies and school practices
- 6.1.9.8 Extra-duty assignments
- 6.1.9.9 Student transiency and/or learning disparities
- 6.1.9.10 Combination classes and/or excessive class size(s)
- 6.1.9.11 Number of subject preparations
- 6.1.9.12 Limitations on acquisition and maintenance of instructional materials
- 6.1.9.13 Access to District's special services and programs
- 6.1.9.14 Problems related to scheduling
- 6.1.10 If the person being evaluated considers any of the listed working conditions to be substandard, that person may submit a list of items he/she considers to be substandard as an attachment to the evaluation report.

6.1.11 **Support**

All teachers covered by the Collective Bargaining Agreement will be provided the necessary components for professional teaching including the following: an appropriately furnished workstation including adequate supplies, including adequate technology, a functioning computer with internet access, access to an outside phone line, adequate instructional materials for all students using district provided curriculum/materials and/or standards aligned resources, copies of content standards or other documents of expected outcomes, necessary safety equipment, and any other specifically required by the teacher's job.

6.2 **Responsibility for Evaluation**

- 6.2.1 The District shall promote and establish a satisfactory climate for evaluation by encouraging and implementing policies which contribute to high staff morale as well as promoting review and refinement of these policies.
- 6.2.2 The superintendent delegates to members of the executive staff the responsibility for reviewing the evaluations of personnel under their jurisdiction and implements orderly procedures by which appellant members may be heard.
- 6.2.3 The responsibility for the formal evaluation of bargaining unit members assigned to a specific school or other administrative unit rests with the principal and/or administrator in charge. Such evaluation is to be based upon observation and/or review of the employee's work as specified in the unit member's specification. Observation is to be



with the evaluatee on observed progress and shall make known in writing to the evaluatee progress observed and improvements still to be achieved.

7/13  
NW  
an  
7/9

- 6.7.3 Release time shall be provided when required by the nature of the program or plan.
- 6.7.4 When the program incorporates released time or travel for observation of designated teachers at other locations or classes of any kind, such program shall not require costs to the employee unless agreed to by the employee.
- 6.7.5 When the plan includes peer participation, including the assignment of a mentor teacher by the evaluator, the relationship between the participating teacher and his or her peer shall be confidential. The peer shall not participate in the evaluation of the employee.
- 6.7.6 For those teachers referenced in 6.3.1(a), if the fourth (4<sup>th</sup>) column from the teacher performance areas is checked, the evaluator must indicate what areas do not meet performance standards. The evaluator and teacher shall develop an improvement plan following the evaluation addressing those areas needing improvement.

**6.8 Evaluation of Substitute Teachers**

7/13 MT

- 6.8.1 In order to provide competent personnel it is very important that principals evaluate their substitute teachers. A principal, or his designee, is encouraged, but not required, to evaluate substitute teachers on as many occasions as possible in order to assess their competency for permanent employment. The evaluation shall consist of a rating, comments, and a recommendation, where applicable, on a written form mutually developed by the District and SCTA. The evaluation shall be initiated by the site administrator except that a substitute may request an evaluation after three days of employment at a school. The evaluation shall be based upon the personal knowledge of the evaluator consisting of a personal observation and/or verified input from identified District personnel with direct knowledge. Whenever possible, the evaluator will notify the substitute prior to an observation and/or evaluation. It shall be the responsibility of the Personnel Services Office to provide rating forms for this purpose. A principal need rate a substitute only once unless there is reason to change the rating already on file. If a principal does not want a particular substitute to serve in his/her school, the reasons for such request must be indicated on the evaluation form. A principal shall, when requested by the substitute, be responsible to conference with the substitute within three (3) days of such request.
- 6.8.2 Substitutes have the right to request an evaluation after three (3) days of employment at a school. A substitute shall be provided a written evaluation notice form no later than the end of the school day during which an evaluation is written, unless the substitute is unavailable. In that instance, the notice shall be provided, or mailed or emailed on the next work day. A substitute may be provided the evaluation on the day it is written, or be sent the written evaluation within ten workdays. The substitute may request a meeting with the evaluator to be held within ten workdays after receipt of the evaluation. All information upon which the evaluation is based shall be provided to the substitute at the conference. The substitute shall also have the right to present a written response to the evaluation. The written response may be provided to the evaluator at the meeting, or submitted to the Human Resources Office. The response shall be attached to the evaluation and shall be maintained in the personnel file.
- 6.8.3 Upon request substitutes have the right to conference with the superintendent or his/her designee regarding their evaluation. During such conferences the substitutes will be provided with written information regarding individual evaluations if they so request. A principal, or his designee, may not request that referrals of a substitute to his school be

MT  
07

7a. discontinued unless the reasons for such request have been stated on the evaluation, or otherwise documented pursuant to Article 10 of the Agreement, and the request for non-referral is approved by the Human Resources Director.

6.8.4 A substitute may, at any time, request to schedule a meeting with the Human Resources Director to review his or her personnel file, and/or substitute assignment status. During such conferences, a substitute may request and receive copies of any written information from his or her personnel file at his or her own expense.

6.9 Any performance rating or evaluation of per session personnel who are members of the bargaining unit shall be done with the full knowledge of the evaluatee.

6.10 The evaluator shall be responsible for insuring that all evaluation data, including information and related forms, are handled in such a manner so as to protect their confidentiality.

6.11 **Evaluation Forms**

Attached and incorporated into this Agreement as Appendix A is an evaluation form incorporating class specifications for each job classification in the bargaining unit agreed to by the parties.

a. Attached and incorporated into this Agreement as part of Appendix A is the Standards-based Evaluation Instrument and Evaluation Process (reference number PSL-F107) which the parties have mutually agreed to replace the former teacher evaluation (reference number 40-07112) derived from the "Classification Specification for the Teacher," revision date 03-15-73.

6.11.1 These evaluation forms will be attached only to the two (2) executed copies of the contract.

6.11.2 It is understood by the parties that during the term of this Agreement changes will be made to the substance of these forms only by mutual agreement.

6.11.2.1 The assistant superintendent, Personnel Services Office, or his/her designee shall represent the District during any discussions relative to changes noted in 6.11.2 above.

6.12 **Parent Complaints**

Complaints which cannot be substantiated, or which are withdrawn prior to substantiation as outlined in Board Policy 1312, or which are not sustained by the grievance procedure shall neither be placed in the unit member's personnel file nor utilized in any evaluation or disciplinary action against the unit member.

6.13 Committee to Consider Revision of Evaluation Process: Within ninety (90) days of the ratification of this agreement by SCTA members and its approval by the SCUSD school board, the parties will convene a committee with the purpose to revise and update the evaluation tool for certificated teachers in the District, including potential revisions to the substitute evaluation form. The parties may also consider the development of a meaningful Peer Assistance Review program (contemplated in Appendix H, and based upon research and the experience of appropriate comparable California school districts.

Defer bracketed section  
to later discussion

JB  
MN  
cm  
7A

The Committee will consist of representatives selected by the Association, and representatives selected by the District. Bargaining unit representatives who serve on the committee shall be compensated at their daily hourly rate of pay for time spent in committee meetings, if the meetings occur outside of their regular work hours. While the committee may be made up of representatives who are relatively the same in number, voting, if necessary, will be block voting whereby the District has one vote and the Association has one vote. Decisions will be made by mutual agreement. The parties agree to make a good faith effort to reach agreement on the revision of the evaluation process and related issues, but further agree that if no agreement is reached, and until an agreement is reached, the current contract language shall remain in effect.

12/12/16

Handwritten notes: "M", "CM", "A", "B", "12-12-16", "MM".

ARTICLE 7 - ASSIGNMENTS

- 7.1 An assignment is defined as the classes that a teacher is assigned to teach.
- 7.1.1 For members of the bargaining unit without classroom duties, an assignment is defined as the specific site(s) to which they are assigned to perform their duties.
- 7.1.2 An assignment change is a change of grade, class, department, or for those teachers referred to in 7.1.1, a change in sites without a change in classification.
- 7.2 All assignments shall be made taking into account credential limitations, major or minor fields of study, training, previous experience, and consideration of the qualifications of the local staff which are **reasonable and are** judged to be essential for the effective operation of the school. [OK]
  - a. ~~The principal and the teachers at each site will collaboratively make track and grade assignment change decisions. Upon request, and for teachers who are interested in attending, the administrator will hold a group meeting with teachers affected by any assignment or grade change to discuss the need for and attempt to reach consensus regarding the assignment or grade change.~~ If consensus cannot be reached, the principal will make the assignment, consistent with this section and Section 7.4.1 below. Factors to be considered in making track and grade assignments are itemized in Article 7.2. If the application of the factors results in two teachers having relatively the same having substantially the same qualifications being equally qualified, District seniority will prevail. [REVISE]
  - b. ~~At the option of either party, with sixty (60) days written notice to the other party, the parties will reopen negotiations on Article 7.2a. A change in assignment shall not be made arbitrarily or capriciously.~~
  - c. ~~In order to assure that students are taught by teachers working within their areas of competence, teachers shall not be assigned outside the scope of their teaching certificate, and whenever possible, their major or minor fields of study without the consent of the teacher involved.~~
- ~~7.2.1 In order to assure that students are taught by teachers working within their areas of competence, teachers shall not be assigned outside the scope of their teaching certificate, and whenever possible, their major or minor fields of study without the consent of the teacher involved. Move up to 7.2 (c)~~
- ~~7.2.23~~ For a K-8 program, any reassignment from a secondary assignment (7-8) to an elementary assignment (K-6); or from an elementary assignment (K-6) to a secondary assignment (7-8) must be with the consent of the teacher involved.
- ~~7.4~~ The District agrees that assigning split classes (more than one grade level in regular education grades K-6) is not in the best long-term interest of the students or teachers. The District agrees to make every effort possible to reduce the number of split classes, as well as, balanced with efforts to keep students at their neighborhood school (i.e. avoid ConCapping). [REVISE]
- 7.35 Requests for voluntary assignment change may be submitted to the administrator in charge at any time prior to submission of a personnel requisition to the ~~Personnel Services~~ Human Resources Office.
- 7.46 All elementary teachers shall be given notice of tentative assignment(s), as defined in this Article, for the forthcoming year not later than April 30, insofar as they are known at that time. All other teachers shall be given notice of tentative assignment(s), as defined in this Article, for the forthcoming year not later than May 30, insofar as they are known at that time. If requested by the teacher, a meeting shall be held between the teacher and administrator to discuss the new assignment. A list of all tentative staffing assignments within the school or administrative unit for the forthcoming year shall be posted

12-12-16  
MS  
JA  
CM

DISTRICT PROPOSAL & COUNTERPROPOSAL  
12/12/16

in at least two (2) conspicuous locations in each school or unit by June 1, insofar as they are known at that time. Teachers will be notified in writing as soon as possible of any change of assignment made after the close of school.

~~7.4.1~~ A change in assignment shall not be made arbitrarily or capriciously. Moved up above 7.2 (b)

7.57 The site administrator shall, upon request, provide assistance to teachers in moving their personal classroom paraphernalia when the teacher is assigned to another classroom within the administrative unit.

7.68 The District shall assign all newly appointed personnel to their specific positions within that subject area and/or grade level for which the Board has appointed the teacher. The District shall give notice of assignment to new teachers as soon as practicable.

- a. The teacher and administrator may mutually agree, in writing, to change the assignment if such a change in assignment does not impact the return rights of any unit member to the site or administrative unit.
- b. The administrator may change the assignment in the case of an emergency as defined in Section 2.4 of this Agreement with the concurrence of the SCTA and Employee-Relations Human Resources Office.
- c. Such a change in assignment shall not be instituted until copies of the written agreement are received by the SCTA and the Employee-Relations-Human Resources Office.
- d. There will be no reprisal against any employee for refusing to waive contractual rights.

7.79 The site administrator, or designee, will notify affected teachers before the end of the school year regarding room assignment changes. Should such decision occur while school is not in session, the affected teacher shall be notified as soon as the proposed changes are known.

7.810 Special Education specialist teachers, nurses, or elementary preparation teachers affected by any decision made regarding realignment of the relationships of schools or classes in terms of hours or location, shall be given the opportunity to submit a request regarding their new assignment. Within the restriction of program needs, seniority shall be the primary consideration for assignments.

~~7.9-11~~ The site administrator will confer with the liaison committee to select the proposed prep specialist's subject assignments. The assignments are subject to the constraints of available qualified and credentialed personnel.

7.912 Provisions shall be made for teachers and prep specialists who are assigned to more than one (1) school to minimize travel time and ensure an adequate amount of time for lunch and preparation periods. No prep specialist shall be assigned to more than two (2) schools without the consent of the teacher.

~~7.1013~~ Secondary teachers shall have no more than three (3) preparations with different class titles at any given time except by agreement in advance between the affected teacher and the site administrator.

~~7.1114~~ No secondary librarian shall be required to accept those students who are regularly enrolled and have been removed from a normally scheduled class unless the student has a specific assignment except by agreement in advance between the affected librarian and the site administrator or in case of an emergency.

MS  
12/12/16  
G  
MA  
CM

DISTRICT PROPOSAL & COUNTERPROPOSAL

12/12/16

- 7.1215 Nursing assignments shall be made for the following school year by the Health Services Section in conjunction with the Lead School Nurses and Association Personnel Services Human Resources Office before the close of the present school year whenever possible. *[REVISE]*
- 7.1316 The assignment of a split shift shall not be made arbitrarily or capriciously. Split-shift teachers shall be given priority consideration for straight-shift assignments. Management will avoid split-shift assignments whenever possible.
- 7.1417 The administrator shall assign student teachers only after the resident teacher has given approval.

8-23-17

DF

aw  
cc

subject to  
SCCA bargaining  
team approval.

Union Proposal  
November 30, 2016 (modified)

ARTICLE 8 - TRANSFERS

**8.1**        DEFINITIONS

8.1.1        A **VOLUNTARY TRANSFER** is one which is initiated upon application of the employee and involves either a change in assignment from one school or administrative unit to another or a change in classification within the bargaining unit.

8.1.2        An **INVOLUNTARY TRANSFER** is one which is initiated by the administration and involves a change in assignment from one (1) school or administrative unit to another without a change in classification.

8.1.3        For the purposes of this Article, a **VACANCY** is any new or existing opening among those positions for which a member of the bargaining unit may be considered for transfer.

8.1.4        **SENIORITY**, as referred to in this Article, shall be based on years of service to the District and shall apply to all members of the bargaining unit regardless of classification or position held. A year of experience must represent not less than seventy-five percent (75%) of the days of required full-time service; although semesters will be added together, even if in separate school years, in computing years of service.

8.1.4.1      In instances where there has been prior certificated service in the District, years of service in the District shall be determined by using the date on which the teacher most recently joined the District, and then backdating the anniversary date by the number of years previously served (based upon cumulative semesters during which the teacher served 75% or more of the time). In no case shall the anniversary date be earlier than the first required day of service in that school year.

8.1.4.2      Certificated service in the children's center shall count toward total District seniority, but the seniority is only applicable in the program where the certificated person is currently employed.

8.1.5        A **COMPELLING REASON** is defined as the need to meet credential and legal requirements, or special qualifications which can be documented.

8.1.6        A **TEMPORARY PERSON** as referred to in the Application and Placement section of this Article is one who is employed on a temporary certificated contract which includes the master contract entitlements for health and welfare benefits, salary, and sick leave.

8.1.7        A **SEVENTY-FIVE PERCENTER** as referred to in the Application and Placement section of this Article is one who was employed in a temporary certificated position or who has been serving as a long-term substitute performing all of the duties of a regular teacher for at least seventy-five, 75 percent (75%) of the days school was in session in the most recent school year.

8.1.8        A **NEW OFFER** as referred to in the Application and Placement section of this Article is one who has been offered a certificated contract with the District for the next school year.

added to  
trust on 8/23/17

07 ac

8.1.9 A **NEW APPLICANT** as referred to in the Application and Placement section of this Article is one who is not currently employed in a certificated position in the District but one who applies for a position in the District.

8.1.10 A **LONG TERM SUBSTITUTE** as referred to in the Application and Placement section of this Article is a substitute who the District anticipates will remain employed for more than 90 consecutive work days and who is so informed by the District at the time of hiring or at the time of change from day-to-day substitute status.

8.1.11 A **DAY-TO-DAY SUBSTITUTE** as referred to in the Application and Placement section of this Article is a substitute who is hired as needed to fill a certificated position.

8.1.12 **IN-DISTRICT PERMANENT PERSONNEL** as referred to in the Application and Placement section of this Article are those who have gained tenure in the District; or in the case of application for positions to be filled in the next school year, persons who will gain tenure the beginning of that next school year.

8.1.13 **IN-DISTRICT PROBATIONARY PERSONNEL** as referred to in the Application and Placement section of this Article are those in probationary status except as referred to in 8.1.12.

**8.2 GENERAL PROVISIONS**

8.2.1 No teacher shall be transferred nor denied a transfer request arbitrarily, capriciously or without basis in fact.

8.2.2 Applications for voluntary transfer may be filed whenever a Notice of Vacancy is posted by the District. Application forms for transfer shall be available online or in the Human Resources Office. ~~at each school site or administrative unit.~~

8.2.3 If an applicant is not selected for a specific position for which he/she applied, school site or administrative unit shall, upon written request, provide the applicant with a written statement of the reasons therefore.

8.2.4 Any teacher may submit an application for transfer at any time directly to the Personnel Services-Human Resources Office without being required to notify or receive approval from the building principal or other administrator in charge.

8.2.5 Application for transfer to any type of position or location shall be made to the Personnel Services-Human Resources Office on forms provided for this purpose. Verification of the receipt of application can be obtained in person from the Personnel Services-Human Resources Office.

8.2.6 If a teacher requests an interview with the Personnel Services-Human Resources Office, or if the District desires an interview, it will be scheduled.

8.2.7 If a teacher desires to be considered for future vacancies a new application for transfer must be filed with the Personnel Services-Human Resources Office as each new vacancy is posted.

8.2.8 The teacher shall be transferred to a position which is consistent with major(s), minor(s), experience, certification, qualifications, and insofar as possible, with desires and interests of the teacher.

8.2.9 All transfer applicants, upon receipt of the offer of a position shall respond by 4 p.m. of the next business day. Within this time constraint, the person may request



DT  
aw  
GC

information regarding the status of any other position(s) for which he/she applied, and the ~~Personnel Services-Human Resources~~ Office shall comply with such request.

- 8.2.10 If an applicant fails to accept or respond to a tentative assignment, or when all available means of communications prove unsuccessful in contacting that applicant, the ~~Personnel Services-Human Resources~~ Office may proceed to the other referred applicants.
- 8.2.11 Any teacher transferred during the times that schools are in regular session shall be provided one (1) non-teaching day prior to the beginning of the new assignment for the purpose of relocation, orientation and lesson planning.
- 8.2.12 No teacher shall be involuntarily transferred more than once during any one (1) school year.
- 8.2.13 Full-time probationary personnel may not apply for a voluntary transfer.
- 8.2.14 All positions filled by a person on a temporary contract, on a limited term assignment, or long term substitute which are to be continued, shall be declared vacant the last day of the second semester and shall be made a part of the vacancy list for Step 1 placements unless the position is being held for a permanent teacher on leave or a limited term assignment who has return rights.
- 8.2.14.1 If the termination date of the limited term assignment is extended during the school year the assigned teacher shall continue in the position unless there is a need for a surplus teacher to be placed in the position.
- 8.2.15 No regular position shall be reserved as a limited term assignment in excess of one (1) school year, while a teacher is voluntarily filling another assignment.
- 8.2.16 Positions involving classifications other than classroom teacher and/or positions which provide additional pay shall be filled as per Step 1 criteria except that posting and placement may occur throughout the year. Any other qualifying position(s), or any new position(s) created by the District or any changes in existing job specifications which would be controlled by this section must be mutually agreed to by the District and the Association. These positions include the following: Counselor, Program Specialist, Vocational Specialist, Department Chairperson, Librarian, Psychologist, Resource Specialist, School Social Worker, Student Activities Advisors, Training Specialist.
- 8.2.17 In order to provide services for students with limited English proficiency ("LEP students"), positions which an approved school plan defines as requiring specialized Bilingual credential services to LEP students will be filled in the following manner:
  - 8.2.17.1 Prior to Step 1, the new, created or open positions in the District and schools requiring teachers holding Bilingual credentials for the following school year will be identified for posting and made known to SCTA upon its request. The District will determine the type of credential(s) required for each position.
  - 8.2.17.2 All such positions shall be posted with their requirements, and shall be filled in accordance with the procedures of Steps 1 and 2.
  - 8.2.17.3 Teachers with LDS or SB 1969 certification and those in a verifiable continuous training program for a Bilingual or CLAD certificate(s), the length of which training program shall be as approved in the District's Plan to Remedy, but not require a period of less than two years, and whose continued progress in that training program is

2

DF  
CC

documented, shall be considered equal to CLAD/BCLAD credentialed teachers except that among such a group seniority shall prevail.

8.2.18 No teacher may voluntarily transfer more than once each fiscal/school year (July 1<sup>st</sup> to June 30<sup>th</sup>).

8.2.19 The District and SCTA will collaborate on a teacher recruitment and review process to increase the quality of teacher applicants.

### 8.3 NOTICES OF VACANCIES

8.3.1 It is the intent of these procedures that every reasonable effort shall be made to provide employees with information regarding the establishment of new positions as well as vacancies in existing positions when time permits. Positions shall be posted for a period of not less than four (4) work days. A notice of vacancy shall list all objective criteria which shall serve as the basis for selection.

8.3.1.1 After internal assignment changes, if any, ~~V~~vacancies for the ensuing year shall be identified and reported to the ~~Personnel Services~~ Human Resource Office and SCTA by site/program administrators in sufficient time to meet the posting timelines. Exceptions may be made for extenuating circumstances which can be documented.

8.3.1.2 To assist in early staffing, any unit member who submits his or her retirement ~~resignation~~ or resignation prior to ~~March~~ February 1 for a retirement or resignation effective at the end of that same school year, shall be paid a one-time stipend of fifteen hundred dollars (\$1500) upon Board acceptance of the retirement ~~resignation~~ or resignation. By mutual agreement, the parties may agree to increase the retirement/resignation incentive. Additionally, the District and SCTA agree to the following efforts based on mutual agreement for retirees and resignees:

an  
JB

- a. A program that provides for substituting opportunities at the teacher's last site(s) for the purpose of continuity and in-servicing and provisioning of new teachers.
- b. A program of recognition.
- c. Development of appropriate information regarding STRS, health benefits, and other matters.
- ~~d. Examination of the PARS Program (Public Agency Retirement System).~~

8.3.2 All notices of vacancies shall be prepared as soon as possible after vacancies and positions are known, with the exception that vacancies that become known and available as a result of early retirement/resignation notice set forth in 8.3.1.2 will be posted on February 15<sup>th</sup>. Each notice shall be advertised by the Human Resources Office in the following ways:

- Post on the District website
- Email to the designated Association representative(s)
- Email to teachers
- 

~~to be posted in the schools shall contain a date on which it is to be put on bulletin boards, and shall be sent to the schools sufficiently in advance of the posting date so that all schools will be posting the notices on the day received.~~

8.3.3 Except for surplus teacher placement and contracted teachers unassigned by August 1, no vacancy can be filled as a regular assignment during Steps 1 and 2 until it has been advertised in accordance with established procedures.

8.3.4 ~~A notice of vacancy shall list all objective criteria which shall serve as the basis for selection.~~

8.3.5 ~~Notices of Vacancies shall be advertised by the Personnel Services Office in the following ways:~~

8.3.5.1 ~~Notices shall be posted in each school during the time school is in session, shall be posted in each office, and shall be mailed to the designated representative of the bargaining unit. During times when school is not in session, Notices of Vacancies shall be mailed only to those employees who have submitted a written request and who have also provided the Certificated Personnel Services Office with sufficient self-addressed and stamped envelopes.~~

8.3.5.2 ~~All vacancies shall be announced on the District's Job Line and website where possible. The Job Line messages shall be updated at least once a week and the website will be updated when possible.~~

8.3.5.3 ~~By publishing and distributing to all teachers an administrative bulletin which describes and invites applications for transfer to new positions which result from the opening of a new school or administrative unit.~~

8.3.5.4 ~~During the school year, by distributing for posting in each school office, District website when possible and SCTA, the most current list of personnel transactions approved by the Board of Education, and by sending a copy of such to SCTA during summer.~~

8.3.46 Notices of Vacancies will be numbered in the order of issuance.

8.3.57 Any modification to a Notice of Vacancy shall require a new posting and cancellation of any commitments based on the previous Notice of Vacancy.

8.3.68 A listing of positions filled in Step 1B shall be provided upon request to the SCTA on the first and fifteenth of each month, as they are known at the time of the request.

#### 8.4 INVOLUNTARY TRANSFERS (SURPLUS)

8.4.1 The initial identification and notification of surplus personnel will be accomplished by the ~~Personnel Services~~ Human Resources Office no later than the Friday occurring in the first full week in April, insofar as they are known. Personnel identified for surplus shall be notified within three (3) days of the time they are identified. Such notification shall consist of written notice mailed to address of record and an email to the work address.

Surplusing may occur for the following reasons:

- a. Over staffing at school sites (Surplus Personnel).
- b. Reduced funding in special programs.
- c. The termination of an LTA position or special funded position for a regular permanent teacher who has no immediate return rights to a position, classification or a designated position.

8.4.2 Before declaring anyone surplus, it shall be determined if there is a volunteer with the proper credential in the area being surplus who is teaching in that area and who is

07 *W.C.C.*

willing to accept surplus status. Written and email notification shall be sent to all affected staff requesting any volunteers prior to the least senior teacher being identified by the Human Resource Office. If more than one teacher volunteers for surplussing, the most senior volunteer shall be selected.

8.4.2.1 Teachers who are projected to teach in year-round schools may voluntarily declare themselves surplus at that school for the following school year if the declaration is placed in writing to the site administrator by February 1st. Such persons shall then be treated as all other involuntary surplus persons.

8.4.2.1.1 With the exception of teachers who have self-surplussed within the previous three (3) school years, or a teacher who is currently in a performance improvement plan, teachers may elect to self-surplus. Teachers who have self-surplussed within the previous three (3) years, or a teacher who is in a performance improvement may self-surplus with the approval of the District. Unless otherwise agreed by the District and the Association, self-surplussing will be limited to no more than ten (10) teachers per school year. If more than ten (10) teachers elect to self-surplus, eligibility will be determined in seniority order. ~~can definitively demonstrate a need for self-surplussing based on criteria developed by the District and SCTA may declare themselves surplus by February 1st. The self-surplussing and the placement are subject to approval by the District and SCTA.~~ Said teacher shall be placed.

*seven (7)*

*seven (7)*

*OK*

*Teachers must declare their intent to self-surplus by March 15.*

8.4.3 In any elementary school or administrative unit where a surplus exists, the principal or other administrator in charge shall identify the teachers to be declared surplus. Unless there are compelling reasons for doing otherwise, the site administrator shall declare surplus the individual with the least District seniority.

8.4.4 In any secondary school or administrative unit where a surplus exists, the principal or other administrator in charge shall identify the teachers to be declared surplus. Unless there are compelling reasons for doing otherwise, the site administrator shall declare surplus the individual with the least District seniority in the subject area of the position declared surplus.

8.4.4.1 If the teacher who is declared surplus has served in another subject field within the previous five years, or has a major or minor in another subject field, the teacher may choose to be compared in any of those fields on the basis of District seniority for surplus declaration.

8.4.5 If the site administrator declares surplus an individual other than the one with the least District seniority, the site administrator shall immediately place in writing the reasons for such decision and transmit them to the ~~Personnel Services~~ Human Resources Office and to the teacher(s) involved.

8.4.6 Whenever two (2) or more persons have the same seniority ranking, the person to be declared surplus shall be determined by the casting of lots. Such casting of lots will take place in the presence of all persons who have the same seniority ranking and who could be affected by this process.

8.4.7 The ~~Personnel Services~~ Human Resources Office shall provide written notice and email notice to teachers subject to involuntary transfer, stating the nature of the transfer with reason therefore, and informing them of their right to a meeting with the District representative if the teacher so requests.

8.4.8 Within a four-year period, teachers who have been declared surplus from a regular position shall have preference in returning to the school from which they have been surplussed. Teachers may complete the application any time during the four (4) year

*6*

17  
ac  
a  
NB

~~period commencing on their involuntary surplus date (July 1), providing they file a special transfer application for any vacancy at that school where they were surplus.~~

8.4.9 **Surplussing of Counselors:** The following procedures shall be used except where in conflict with compelling reasons. However, these provisions do not apply to declaration of surplus staff at a school and an involuntary transfer where the total number of District positions has not been reduced. This provision would apply only if the total number of counseling positions have been reduced.

8.4.9.1 When the number of elementary counselor positions is reduced in a non-lay off situation (school closure, consolidation, or overstaffing), the least senior elementary counselor(s) who is/are credentialed and experienced as a classroom teacher will be declared surplus and placed in the surplus teacher pool.

8.4.9.1.1 If the surplus elementary counselor is credentialed and experienced at the secondary level he/she may choose to be compared on the basis of seniority with secondary counselors.

8.4.9.2 When the number of secondary school counselor positions is reduced in a non-layoff situation (school closure, consolidation, or overstaffing), the least senior secondary counselor(s) who is/are credentialed and experienced as a classroom teacher will be placed in the surplus teacher pool. The vacancy(ies) created will be filled by the more senior counselor(s) unassigned as a result of the surplus.

8.4.9.2.1 If the surplus secondary counselor is credentialed and experienced at the elementary level he/she may choose to be compared on the basis of seniority with elementary counselors

8.4.9.3 **Vocational Specialists:** When the number of vocational specialist positions is reduced in a non-layoff situation (school closure, consolidation, or overstaffing), the least senior vocational specialist who is credentialed as a counselor and experienced as a counselor shall replace the least senior secondary counselor who has less seniority than the vocational specialist and who is credentialed and experienced as a classroom teacher. This counselor shall then be declared surplus.

8.4.9.4 **Psychologists:** When the number of psychologist positions is reduced in a non-layoff situation (school closure, consolidation, or overstaffing), the least senior psychologist who is credentialed as a counselor and experienced as a counselor or classroom teacher shall replace, depending on credential and experience, the least senior elementary or secondary counselor who has less seniority than the psychologist and who is credentialed and experienced as a classroom teacher. This counselor shall then be declared surplus.

8.4.9.5 **Social Workers:** When the number of social worker positions is reduced in a non-layoff situation (school closure, consolidation, or overstaffing), the least senior person(s) shall be given the opportunity to replace, depending on their credential and experience, the least senior elementary or secondary counselor who has less seniority than the social worker and who is credentialed and experienced as a classroom teacher. This counselor shall then be declared surplus.

8.4.9.6 ~~When the number of child welfare and attendance counselor and/or foster youth counselor positions is reduced in a non-layoff situation (school closure, consolidation, or overstaffing), the least senior person(s) from the above classifications shall be given the opportunity to replace, depending on their credential and experience, the least senior elementary or secondary counselor who has less seniority than the child welfare, and attendance counselor or foster youth counselor and who is credentialed and experienced as a classroom teacher. This counselor shall then be declared surplus.~~

- 8.4.9.7 Other non-teaching certificated positions are not to be covered by this section.
- 8.4.9.8 This section shall not preclude administrative transfers under Section 8.7 et seq. of this Article.

## 8.5 APPLICATION AND PLACEMENT

### 8.5.1 Step 1 - Unit Member Priority Period (February 1 to April 10)

Step 1 shall begin ~~on a on Monday of the second week in~~ February 1<sup>st</sup> and shall conclude on April 10<sup>th</sup>. Any position that was posted February 1<sup>st</sup> or after but before April 10<sup>th</sup> shall be part of Step 1. Vacancies that the District was made aware of prior to February 1<sup>st</sup>, which occurred during the current school year, shall be included during Step 1. Available positions shall be as a result of One-Stop staffing, retirement/resignations notices and any other reasons for which vacancies exist. The District shall complete the One-Stop staffing process by no later than February 15<sup>th</sup> so that those positions may be included the Step 1 process. Any subsequent vacancies occurring after April 10<sup>th</sup> will be made available to remaining surplus teachers under Step 1 B below. If it is determined that a position has been hidden to avoid its inclusion in the Step 1 process, the position will be posted and awarded according to the Step 1 procedures set forth in this section, regardless of the time of year. June 30.

For Step 1 "qualified applicants" are defined as in-District permanent and surplus personnel. For Step 1, "additional applicants" or "additional teacher applicants" are defined as temporary, seventy-five percenters, new offers, new applicants, and substitutes.

- 8.5.1.1 If there are ~~five (5) four (4)~~ or more qualified applicants, the ~~five (5) four (4)~~ most senior shall be referred. One (1) shall be selected and placed.
- 8.5.1.2 If there are ~~four (4) three (3)~~ qualified applicants, ~~all the four (4) three (3)~~ shall be referred. One (1) shall be selected and placed.
- 8.5.1.3 If there are only ~~three (3) two (2)~~ qualified applicants, ~~both all three (3)~~ shall be referred, and the District may refer one (1) additional applicant. One (1) shall be selected and placed.
- 8.5.1.4 If there ~~are is~~ only ~~two (2) one (1)~~ qualified applicants, ~~the applicant both~~ shall be referred, and the District may refer two (2) additional applicants. One (1) shall be selected and placed.
- 8.5.1.5 If there is only one (1) qualified applicant that applicant shall be referred, and the District may refer two (2) additional applicants. One (1) shall be selected and placed.
- ~~8.5.1.6 If there is no qualified applicant, the District will hold the position for placement in the surplus process. If there is no one qualified for the positions in the surplus pool, the position shall be posted under Step 2. may place a temporary, seventy-five percenter, new offer, new applicant, or substitute after interviews by the school site, if possible.~~
- 8.5.1.7 After the beginning of the school year, placement in positions must be made within fifteen working days after the final posting date of the position. For positions commencing the following school year, selection shall be made within ten (10) working days, or as soon as possible, after the final posting date.

07  
C.L.

8.5.1.87 If all those referred for a position decline the offer for the position leaving no placement possible, then the position will be incorporated into the surplus process.  
~~reposted for outside posting or for Step 1A.~~

8.5.1.98 Selection from among the candidates shall be made by the District/principal or designee(s), based on and following the recommendation from the interview panel. The interview panel or designee(s) shall may include:

a. The principal or designee;

b. bargaining unit member(s), from the school site, selected by the bargaining unit staff assigned at the school site; priority shall be to include grade level and/or subject area, where applicable.

c. At newly opened sites, SCTA will appoint panel members.

d. Other participants mutually-agreed upon by the principal and SCTA-representatives on the committee.

### 8.5.2 Step 1A - Resulting Positions (Classroom)

Classroom positions that become available or open as a result of in-District permanent classroom teachers accepting positions at other sites/departments, per 8.5.1 will, after any local assignment changes, be incorporated into the surplus pool. ~~be treated as follows:~~

~~a. After any local assignment changes, the positions will be listed as soon as known.~~

~~b. The District will refer up to three (3) "additional teacher applicants." The school site may make recommendations for referrals.~~

~~c. The school site shall select from among the three unless the school site requests a posting per Step 1 or Step 1A.~~

### 8.5.3 Step 1B - Surplus Placement

8.5.3.1 a. ~~Step 1B~~ Unless by mutual agreement between the Association and the District, surplus placement shall be completed by no later than April 30th. The parties shall mutually agree on the time and District location of surplus placement. shall be during the third week in April. It shall not be during spring break. Only surplus personnel per 8.4.1, 8.4.2.1, and 8.4.2.1.1 shall be placed for the following school year during this period. Surplus placements for teachers not placed during the surplus process may be ongoing until such teachers are placed.

b. All surplus personnel shall be contacted by the ~~Personnel Services Human Resource Office~~. Each surplus employee shall have the opportunity to select two (2) positions in which he/she is interested and the employee shall be placed in one (1) of the identified positions. Such selections shall occur in the seniority order of the surplus employees, if possible. If only one choice remains and the position is one that is acceptable to the surplus employee, that position shall be awarded to the surplus employee.

c. If no position is available for which a surplus teacher qualifies during the surplus process this period, the surplus teacher will be placed on a priority and seniority

DA  
C  
L

basis in the first available position for which he/she qualifies, including those positions which open in Steps 1 and 2. Such positions need not be advertised. Should two or more positions for which such teachers qualify become available at the same time, the teachers shall choose from among the positions on a seniority basis.

8.5.3.2 Self-surplused personnel per 8.4.2.1.1 shall be placed.

8.5.3.3 Non-classroom teachers in indicated positions (classifications) who have no return rights to a prior position shall enjoy the following rights at the end of their special assignment:

- a. Teachers may participate in the surplus process.
- b. If the surplus process has already occurred, teachers may apply for any vacancy for which they are qualified.
- ~~a. Such teacher shall be placed in open classroom positions at targeted schools with identified needs.~~
- ~~b.c. Placement will be based on 1) training and experience, 2) seniority and teacher preference, and 3) needs and desires of the schools.~~
- ~~e. The parties have currently identified Packard Reading Coach positions and Success for All facilitator positions. The parties will also identify targeted schools per a side letter.~~

8.5.3.4. Any positions that remain unfilled following the surplus process shall be posted in accordance with Step 2—Open Period, set forth below.

8.5.4 **Step 2 - Open Period (May 1 to January 31)**

Step 2 shall begin on May 1 the first day in July and shall continue through January 31<sup>st</sup> the Friday of the first week of February. Candidates may include all qualified in and out of District applicants except probationary employees.

8.5.4.1 During this step, a maximum of seven (7) four (4) persons from among the qualified applicants for any position shall be referred to the site or unit administrator for selection. Up to three of One of the referred applicants shall be those be the one with the greatest seniority among the qualified applicants, if three or more qualified represented employees apply. If one or more qualified substitutes apply, at least one (1) shall be referred. The remaining referred applicants may be referred from any source.

Selection from among the candidates shall be made by the District/principal or designee(s), based on and following the recommendation from the interview panel. The interview panel or designee(s) shall include:

- a. The principal or designee;
- b. bargaining-unit member(s), from the school site, selected by the bargaining unit staff assigned at the school site; priority shall be to include grade level and/or subject area, where applicable.
- c. At newly opened sites, SCTA will appoint panel members.

10



DT  
C  
C

c. Other participants mutually-agreed upon by the principal and SCTA-representatives on the committee.

\_\_\_\_\_ One of the referred applicants shall be selected and placed within ten (10) working days following the final posting date of the position. All referred applicants who interviewed will be notified in writing, by phone or by email the results of their interview.

8.5.4.2 If there are less than two (2) qualified applicants, the site administrator may request a relisting.

8.5.4.2.1 The parties intend that long-term substitute teachers assigned authorized, permanent, positions because regular credentialed teachers are not available for these positions will remain in the assignment until the end of the school year or until the employee is terminated. The position will then be posted for the following year. For the purposes of this provision, long-term substitute means:

- a. Employees who are provided a contract indicating their status;
- b. The contract indicates the fringe benefits provided in conformance with this collective bargaining agreement;
- c. The employee is authorized pursuant to law to serve in the position;
- d. The employee may be terminated at any time pursuant to Education Code section 44953 or 44954 The District and SCTA will consult regarding providing special help or support for these teachers.

8.5.4.3 If a clear, open and vacant position is filled during this step by a permanent District teacher or qualified applicant, the position shall be classified as a regular position.

8.5.4.4 All surplusd contracted teachers who do not have an assignment by August 1 may be placed directly. At the time of such placement, should there be two or more positions for which such teachers qualify, the teachers shall choose from among the positions on a seniority basis.

8.5.4.5 Positions ~~that become vacant posted~~ after January 15<sup>th</sup> 31 and filled subsequently for the remainder of that school year shall be designated as limited term assignments and become available during Step 1 for the following school year.

8.5.4.5.1 Notwithstanding, ~~Children Center-Child Development~~ teachers may be placed year-round as regular assignments in clear, open, and vacant positions.

8.5.4.6 Selection from among the candidates shall be made by the District/principal or designee(s), based on and following the recommendation from the interview panel. The interview panel or designee(s) shall may include: ~~bargaining unit members.~~

\_\_\_\_\_ a. The principal or designee;

\_\_\_\_\_ b. bargaining-unit member(s), from the school site, selected by the bargaining unit staff assigned at the school site;

\_\_\_\_\_ c. At newly opened sites, SCTA will appoint panel members.

\_\_\_\_\_ d. Other participants mutually-agreed upon by the principal and SCTA-represented employees on the committee.

07  
C  
L

## 8.6 INTRADISTRICT EXCHANGE

8.6.1 Should two (2) or more teachers desire to exchange positions on a temporary basis, said teachers shall be responsible for making all of the arrangements. Such arrangements shall be reduced to writing and shall include the following:

- a. The name of the teacher(s) involved.
- b. The subject areas the teachers are qualified to teach.
- c. The written approval of the site administrators.
- d. The written approval of the ~~Personnel Services~~ Human Resources Office.
- e. All arrangements must be completed at least 30 days before the exchange is to occur.

8.6.2 Such an intra-district exchange shall be limited to a duration of one (1) school year and can be effected only once in four (4) years.

## 8.7 ADMINISTRATIVE TRANSFERS

8.7.1 Transfers necessitated as a result of a substandard performance or other problems encountered by an employee, shall be recommended to the superintendent and Board of Education by the Human Resources Department, upon the recommendation of staff level instructional administrators. The reasons for any recommended transfer other than for reasons of surplus shall be delineated in writing by the staff level instructional administrators and delivered to the ~~Personnel Services~~ Human Resources Office which shall provide a copy to the affected teachers. Such personnel shall be transferred into an existing vacancy in which they will be able to perform more effectively.

As soon as an administrative transfer is being considered by the Human Resources Department, but no less than thirty (30) working days from the initiation of the administrative transfer, the site administrator or Human Resources representative (only by direction of the Human Resources Department) will meet with the employee to:

- a. Inform the employee of the problem;
- b. Express reasons that an administrative transfer is being considered and what actions would lead to an administrative transfer;

Whenever possible, certificated employees will not be moved without their consent, and will be given all available options as to which site they will be moved. The parties agree that administrative transfers may be effectuated with or without employee consent.

102

TA'd  
5/17/17

7.4  
cm  
5-17-17  
JK  
NK  
DJ

9.3.3 Bereavement Leave

Four (4) days, or five (5) days if out-of-state travel or travel of 250 miles or more is required, on full pay shall be granted to each member of the bargaining unit, except those employed on an hourly basis, in the event of the death of each and every member of the immediate family. If out-of-state travel or travel in excess of 250 miles is required, the employee shall indicate on the Employee Absence Report form the city and state to which such travel was required

9.3.3.1 The immediate family is defined to include spouse, domestic partner, children, parents, grandparents, sisters, brothers, parents-in-law, sons-in-law, daughters-in-law, sisters-in-law, brothers-in-law, grandparents-in-law, foster children, step-children, ~~step-parents~~, ~~step-grandparents~~, ~~step grandchildren~~, adopted children, foster parents, legal guardians, grandchildren, aunts, and uncles of the employee or employee's spouse, or any other relative living in the immediate household of the employee, or any person serving in locus parentis.

wards

9.3.4 Duty with the Armed Forces Leave

In accordance with the provisions of the Military and Veterans' Code of the State of California, a temporary leave of absence shall be granted to any member of the bargaining unit, except one employed on an hourly basis, who is a member of the Reserve Corps of the United States or of the National Guard or Naval Militia, for a period not to exceed 180 calendar days during any one fiscal year. Any such employee who has been employed by the school District not less than one year or who has a combination of school District service and recognized military service of not less than one year, immediately prior to the day on which the absence begins, shall be entitled to receive full school District salary or compensation as such employee for the first 30 calendar days of such absence; provided, however, such salary or compensation is limited to only 30 calendar days of pay for military leave of absence during any one fiscal year.

9.3.4.1 It shall be the responsibility of such employee to arrange for such duty during school vacation periods wherever possible. However, in the event this is impossible, a request for leave shall be made prior to making any requests for military orders.

9.3.5 Emergency Leave

A member of the bargaining unit except one employed on an hourly basis shall be granted emergency absence with full pay under the following specific provisions:

- a. An emergency absence shall be granted for sudden or unexpected illness or injury of a member of the immediate family, or in case of necessary surgery for a member of the immediate family.
- b. The extent of emergency absence granted under this provision shall be no less than one-half (1/2) workday, or more than three (3) workdays during any one (1) school year and such absence grant is not cumulative from year to year.
- c. Necessary emergency absence, as per these regulations, shall be reported as soon as possible on the Employee Absence Report form. The employee shall explain the reason for the emergency on the reverse side of the form.

9.3.6 Imminent Death Leave

79

5171  
7.9  
7.5  
NW  
87

ARTICLE 9 - LEAVES OF ABSENCE

*The District proposes to strike out any reference to "Personnel Services" and replace with "Human Resources" in the entire Article. Thereafter, the District proposes to maintain the status quo except as stated below.*

9.4.8 Parental Leave

- 9.4.8.1 Parental leave is available to members of the bargaining unit ~~except those employed on an hourly basis.~~ Parental leave guarantees continued employment status without pay, except for the sick leave benefits described below. In addition to childbearing, infant care duties subsequent to childbirth, and adoption and placement of a foster child constitute valid reasons for taking a leave under these procedures. While on parental leave, the employee's position shall be held for him/her subject only to regulations involving transfers because of surplus positions or reduction in force.
- 9.4.8.2 Within fifteen (15) days prior to the date the parental leave is desired, the employee shall file in the ~~Personnel Services~~ Human Resources Office an application form which shall specify the beginning and ending dates of requested leave. If the requested leave is for pregnancy, adoption, or placement of a foster child, the application form shall be accompanied by a written statement by the employee's physician specifying: 1) The expected date of birth, 2) the length of time the physician believes she can continue working without endangering her own health and safety, and 3) the approximate length of time the physician believes she will be incapacitated related to the birth.
- 9.4.8.3 Parental leave may be granted for up to the balance of a school year and may be extended up to a maximum of four (4) semesters, ~~consistent with following 9.4.8.11 below.~~
- 9.4.8.4 During the parental leave, any illness for which accumulated sick leave could be used under District rules and regulations will be paid upon proper application and certification by a physician. The District shall also provide parental leave consistent with the requirements set forth in Assembly Bill 375 and Education Code section 44977.5.
- 9.4.8.5 In case of terminated pregnancy, an employee on parental leave may return to service if a position for which she is qualified is open, and upon the written statement of a physician that such employee is physically able to perform normal duties. When the employee's original position becomes available at the end of the specified leave period, the employee shall then have the right to return to that position.
- ~~9.4.8.6 The California Family Rights Act (CFRA) and Family Medical Leave Act (FMLA) establishes, among other rights, that employers must grant leave up to twelve (12) weeks leave for reason of the birth of a child of the employee (mother or father), or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee. CFRA/FMLA, **and AB 375** shall run concurrently.~~
- ~~9.4.8.7 Leave granted under the CFRA/FMLA is separate and distinct from Pregnancy Disability Leave (PDL), which is a medically certified disability.~~
- ~~9.4.8.8 PDL will continue to be managed under Section 9.3.7 Industrial and Illness Leave.~~
- ~~9.4.8.9 For fathers, CFRA/FMLA leave for these purposes of caring for a child as a result of a birth, adoption or foster placement shall begin upon birth or acceptance of an adopted or foster child.~~
- ~~9.4.8.10 For mothers, CFRA/FMLA leave for these purposes shall begin upon medical release by a physician for mothers who give birth, or upon acceptance of an adopted or foster child.~~
- ~~9.4.8.11 A teacher shall be granted up to 12 intermittent or non-consecutive weeks per maternity, paternity, adoption, or foster placement in accordance with CFRA/FMLA. However, if a school year terminates before the twelve (12) weeks is exhausted, the employee may take the balance of the twelve (12) weeks in the subsequent school year.~~

*DISTRICT PROPOSAL & COUNTERPROPOSAL*

2/15/17

9.4.8.12 Upon commencement of a CFRA/FMLA leave for the purpose of caring for a child as a result of birth, adoption, or foster placement, the teacher shall use all remaining accumulated sick leave. The remainder of the leave shall be paid by differential pay.

9.4.8.13 Because AB 375 went into effect on January 1, 2016, all teachers eligible for CFRA/FMLA leave since January 1, 2016 will receive the full benefits, including retroactive differential pay and extension of leave to the full amount guaranteed by CFRA/FMLA.

19  
in  
S-17  
P  
M  
00

Union Court Proposal  
11-14-16

11-14-16  
MM  
79  
013

**DISTRICT PROPOSAL**  
11/9/16

Formatted: Font: Times New Roman, Bold, Italic

**ARTICLE 10 - PERSONNEL FILES**

10.1 In accordance with Section 44031(a) of the Education Code, materials in files or materials to be placed in the files of employees which may serve as a basis for affecting the status of their employment are to be made available for the inspection of the employee involved provided that the request is made for a time when such person is not actually required to render service to the employing District. Except for logical documentable reasons, such requested reviews shall be honored within a reasonable time.

10.2 Derogatory material which comes to the attention of the administration and which might be placed in the employee's personnel file shall not be placed in the file until after the administration has made every effort to validate subject material. ~~If such material is to be placed in the file, it shall be presented to the employee no later than thirty (30) work days from the administration's awareness of the act, provided such act took place within the preceding twelve (12) months.~~ Validation will include consulting with the employee. [REVISE]

20 work  
calendar  
CM  
013

10.2.1 Documents of a derogatory, critical, and/or negative nature from whatever source shall not be filed for fourteen (14) calendar days so that the employee shall have been given notice and an opportunity to review the material and comment thereon. The employee's comment shall be attached to the original document. Such review of this material shall take place during normal business hours, and the employee shall be released from duty for this purpose without salary reduction. Any person may enter into his/her file a comment on any material therein with no time limitation. [REVISE]

10.2.2 Copies of all derogatory materials must be included in the employee's file before it can be used in any disciplinary action against the employee.

10.2.2.1 All material in the personnel folder which is found to be erroneous or can be invalidated shall, at the request of the teacher, be sealed as well as labeled erroneous and invalid. ~~The administrator, assistant superintendent, Personnel Services Human Resources Office, and the teacher shall each place their signature on the sealed materials. [REVISE]~~

Access to sealed material

10.3 Personnel files include those maintained by principal or other administrators involved in employee evaluation as well as files maintained by the Personnel Services Human Resources Office. [REVISE]

10.4 Documents and materials referred to above shall not include those obtained or made prior to employment or in connection with promotion.

10.5 Employees shall have the right to authorize, in writing, a representative to examine their personnel files and obtain copies of items within the file at their own expense.

10.6 The person who causes materials to be placed in the files shall sign and date them. Anonymous documents, letters, or other materials shall not be filed ~~and shall be removed & destroyed.~~

removed & destroyed  
Access

10.7 Access to personnel files shall be limited to the members of the District administration on a need-to-know basis. Board of Education members may request the review of a teacher's file at a personnel session of the entire Board of Education. The contents of all personnel files shall be kept in the strictest confidence.

10.8 Any derogatory material placed in the employee's file which does not comply with law or the specifications of Section 2 of this Article shall be removed from the file ~~and destroyed.~~

electronically reviewed on

10.9 The Personnel Services Human Resources Office shall maintain a log indicating the persons who have checked out a personnel file and the dates such requests were made. ~~Employees working within the Personnel Services Human Resources Office and the superintendent, and/or confidential employees assigned to the superintendent's office are exempted from this requirement.~~ Such logs shall be available for examination by the teacher or Association representative if so authorized by the teacher. [REVISE]

Authorized



*DISTRICT REVISED PROPOSAL & COUNTERPROPOSAL*

9/15/17

workload, such requests shall be limited to one (1) per school year. The Association shall pay for all relevant costs of compiling and producing the report. *[OK; REVISE]*

- 11.4 Teachers shall not be required to work under unsafe or hazardous conditions, or to perform tasks which endanger their health, safety or well-being.
- 11.4.1 Teachers will be provided a means of directly communicating a need for assistance to the principal or designated person in charge in case of any emergency when a potential for physical harm is evident or immediate assistance is required.
- 11.4.2 Teachers shall be provided lighting and security at night functions which are approved school activities.
- 11.5 A teacher may suspend, for the day of the suspension and the day following, any pupil from his/her class for any of the acts enumerated in the Education Code. The teacher shall immediately report the suspension to the principal of the school and send the pupil to the principal for appropriate action. *If that action required the continued presence of the pupil at the school site, the pupil shall be under the appropriate administrative supervision.* As soon as possible, the teacher shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension. The pupil shall not be returned to the class from which he/she was suspended, during the period of the suspension, without the concurrence of the teacher of the class and the principal. *[OK]*
- 11.5.1 A pupil suspended from a class shall not be placed in another regular class during the period of suspension without the permission of the receiving teacher. However, if the pupil is assigned to more than one class per day, this section shall apply only to other regular classes scheduled at the same time as the class from which the pupil was suspended.
- 11.5.2 The teacher of any class from which a pupil is suspended may require the suspended pupil to complete any assignment and tests missed during the suspension.
- 11.6 The District will provide information to members of the bargaining unit to make them aware of the provisions of the Education Code which provides for exclusion of any student.
- 11.7 The Board shall reimburse employees for any damage or destruction of clothing or other items of personal property brought in and removed each day while on duty in the school, on the school premises, or at a school-sponsored activity as per District policy.
- 11.8 The District shall provide written current procedures for control of loiterers and unauthorized persons on or adjacent to school sites to every member of the bargaining unit and copies shall be posted in prominent locations on the school site.
- 11.9 In the interest and protection of students and teachers, the Board shall commit the school District to cooperate closely with all law enforcement agencies in matters of mutual concern.

*Handwritten signatures and initials:*  
A blue signature, possibly "C...".  
A black signature, possibly "NM".  
A circled number "19".  
A small number "2" next to the "NM" signature.



*DISTRICT REVISED PROPOSAL & COUNTERPROPOSAL*

9/15/17

- 11.10 Whenever information comes to the principal's attention which clearly identifies a student with a history of behavior which has been ~~inimical~~ *of concern* to the safety of others, and which information is not privileged under the law, the principal shall inform the teacher(s) to whom the student is assigned as soon as reasonably possible. *[REVISE]*  
*[SCTA OK 11/2/16]*
- 11.11 For the protection of the students and staff, each teacher shall be provided with a copy of the on-site emergency and disaster plan which has been developed for the school to which he/she is assigned.
- 11.12 A collection of the pertinent discipline codes delineating the rights and duties of all teachers with respect to student discipline shall be presented to each teacher and made available to each parent annually.
- 11.13 Teachers who are required to supervise students in activities other than the classroom and without the presence of an administrator will have the authority and responsibility to enforce state laws, District policy, school discipline code, and building rules.
- 11.13.1 Each building principal shall establish a chain of command to supervise in his/her absence.
- 11.14 Except in an emergency at least two (2) adults will be on duty at each Children's Center at all times, unless the affected teacher, in conference with the site supervisor, agrees to schedule aide time in another manner.
- 11.14.1 Each Children's Center Supervisor shall provide and post his/her weekly work schedule at each site under his/her ~~supervisor~~ *supervision* prior to effective date. *[REVISE]*  
*[SCTA OK 11/2/16]*
- 11.14.2 An adequate safe shall be provided at each Children's Center for the secure storage of money.
- 11.15 School principals shall make every effort to provide secured storage space for employees' personal property brought in and removed every day (e.g., clothing, watches, eyeglasses, etc.)
- 11.16 Adequate and safe transportation for authorized field trips shall be provided as available and necessary at every school.
- 11.17 A teacher who participates in a student-parent conference that gives formal notice of proficiency test deficiencies shall be held harmless by the District in any litigation by a parent or student.

GC  
Ch  
NM  
07  
3 (20)

ARTICLE 13 - EMPLOYEE BENEFITS

13.1 Health Insurance

13.1.1 The District and SCTA agree to negotiate in good faith on or before July 1, 2018, ~~potential~~ changes to the health plan consistent with this section. The Board shall provide all eligible employees with a choice of the Kaiser Plan and a mutually agreed upon alternative plan(s), which is currently HealthNet, Health-Net-EW. Summary plan descriptions of the health plans will be included in Appendix X. The level of benefits of the plan (e.g. out of pocket maximums, co-payments, services covered, network scope, etc.), when evaluated in the aggregate, may not be reduced, and the providers may only be changed through mutual agreement of the parties. The parties agree that any savings that result from making changes to health plans or in the reduction of health plan costs will be applied to the certificated bargaining unit. The parties will negotiate how to apply to the bargaining unit any such savings achieved by the District. Savings shall be defined as any total amount per plan that is lower on an actual cost basis. The annual anniversary date for health plan changes will be July 1<sup>st</sup>.

~~a. The Health Net T2 program shall be eliminated as an offering effective November 1, 2003. The members in the T2 program shall transfer to the EW program effective November 1, 2003, per the switching program. The District and SCTA shall work cooperatively to ensure a smooth transition for the affected members.~~

~~All active and retired members in the Health Net T2 health plan shall be transferred to Health Net "EW" plan per Health Net "switching" program. The parties shall work cooperatively to ensure a smooth transition for the affected members.~~

13.1.1.1 The Board shall fully pay the cost of the above health insurance plans for eligible employees, and will pay one-hundred percent (100%) of the premium cost for those dependents, including domestic partners and spouses, covered by the plans. In the event that a unit member has a spouse or domestic partner who is also employed by the District, the District shall pay only for one plan to cover the unit member and his/her spouse/domestic partner, provided that the benefits for any individual teacher are not reduced.

13.1.1.2 ~~Teachers selecting single coverage shall receive a monthly cash refund (subject to taxes) effective 07/01/02 as follows:~~

|                | <u>2004-05 *</u>  | <u>2005-06 *</u> |
|----------------|-------------------|------------------|
| Kaiser Singles | \$65.51           |                  |
| Health Net-EW  | \$45.07 / \$52.49 |                  |
| Health Net-T2  |                   |                  |

\* Rates shown MONTHLY (12thly)

~~These amounts shall be adjusted in future years by the amount of the negotiated salary increase. The single coverage refund shall be increased 1.75% effective July 1, 2004.~~

~~The parties agree that the single stipend for the members enrolled in EW shall be maintained at the \$52.49 rate, provided that the District determines that the appropriate~~

~~cost swings are at an annualized rate of \$1,000,000 or more. If not, the singles rate shall be a blended rate of \$45.07.~~

~~13.1.1.3 The parties agree to modify the co-pay on the Health Net EW plan from \$1 for doctor and prescription visits to \$5; however, Health Net EW plan members who utilize the mail-order prescription service shall pay \$3.~~

### 13.2 Dental Insurance

13.2.1 The Board shall provide all eligible employees with a fully paid dental plan. The Board shall pay ~~one hundred seventy-five percent (100%)~~75% of the premium costs for eligible dependents. The plans offered shall be the current fee-for-service plan and may include a pre-paid dental plan (i.e., a dental HMO) upon mutual selection annually by the parties. A summary plan description will be included in Appendix X.

### 13.3 Vision Care

13.3.1 The Board shall provide employees with the current fee-for-service vision care plan and will ~~may~~ provide a family vision plan upon annual selection by the parties.

### 13.4 Life Insurance

13.4.1 The Board shall provide all eligible employees with a fully paid life insurance policy. The Board shall pay seventy-five per cent (75%) of the life insurance premium for eligible dependents.

### 13.5 Tax Sheltered Annuities

13.5.1 Employees may participate in the tax-sheltered annuity plan of their choice. Payroll deductions will be made for employees upon execution of the proper District form and in accordance with District rules.

### 13.6 Deferred Compensation

13.6.1 Payroll deductions will be made for Board of Education approved deferred compensation plans upon their execution of the appropriate District form.

### 13.7 Medical Examinations and Tests

13.7.1 All medical examinations and tests related to application requirements for new employees shall be paid for by the Board.

13.8 The Board of Education shall continue to provide, at no cost to the teachers, liability insurance coverage. Further, an agent of the insurance company will take immediate action to defend the teacher in any suit within the coverage provided.

### 13.9 Eligibility for District-Paid Insurance Benefits

13.9.1 Members of the bargaining unit employed under contract for not less than half-time ~~and not less than one (1) full semester~~ are eligible for fully-paid health, dental, life insurance, and vision care as provided in Sections 13.1 through 13.4.1.

13.9.2 Employees who are eligible under the conditions set forth in Section 13.9.1 of this Article, who are absent because of illness, and who have exhausted sick leave benefits shall continue to be covered by fully-paid health, dental, life insurance, and vision care

OT  
W  
W

13.1103 Teachers retiring after five (5) years of service in the District who do not otherwise qualify for District-paid benefits shall have the option of maintaining group health benefits at their own expense.

13.1104 Substitutes shall be eligible for benefits (where applicable) as set forth in Article 15, Substitutes. In addition, sSubstitute teachers who have advanced to the highest substitute pay rate shall be entitled to employee-paid health, dental, and vision benefits subject to open enrollment requirements. Eligibility of substitutes is also subject to any pre-existing medical condition exclusions of the carrier plan selected. Substitutes must remit the complete premium payment to the District at a time specified by the District; payroll deduction for premium payment is prohibited.

### 13.121 Open Enrollment/Switching

13.121.1 There shall be an "open enrollment" period each year for everyone eligible unless prohibited by the health provider. In any year when no open enrollment is offered, there shall be a "switching" period during which time an active or retired teacher may change or amend his or her carrier and/or dependency status. During a designated "switching" period, active or retired teachers may change carriers but cannot add dependent status.

13.121.2 In the event that a health provider (i.e., medical, dental, vision, life, etc.) policy or plan is either terminated by the parties or cancelled by the providers, then a "switching" period may be implemented to facilitate the needs of the impacted unit members.

13.132 The District shall continue to pay health insurance premiums for the surviving dependents of a certificated Non-management employee who dies while in service. The premiums will be paid for the balance of the school year in which the death occurs and the first six (6) months of the following school year.

13.132.1 When an employee has been diagnosed by a physician as having a terminal illness, the District shall continue to pay health benefits for the employee until his/her demise.

### 13.143 Flexible Reimbursement Account

The Board shall establish a Flexible Reimbursement Account under Section 125 of the Internal Revenue Code for each eligible employee requesting such an account. The Flexible Reimbursement Account will be operated and administered to be in compliance with all city, state and federal laws and regulations.

Each eligible employee shall be allowed to make an annual election to have their monthly compensation reduced by a specified amount for a deposit to their Flexible Reimbursement Account.

- a. Dependent Care: Up to \$4,980 per year for use as allowed under Section 129 of the IRC.
- b. Health Care: Up to \$4,000 per year for use in covering the unreimbursed deductibles, co-payments, and co-insurance amounts under a group medical, dental, or vision benefits plan.
- c. Each eligible employee requesting a Flexible Reimbursement Account will have their account charged with \$3.00 per month administrative fee.

### 13.14 Total Compensation Funds

Keep  
arguing  
of  
ll  
an

~~For 1990-91 and thereafter unless this section is deleted, funds required to pay annual health benefit cost increases under Sections 13.1.1 et al, shall be deducted from funds appropriated for the agreed upon total compensation increase. The balance of required funds shall be applied to the salary schedule in accordance with the specific agreement reached each year. This section shall prevail over the District contribution level specified in Article 13. This section is intended to survive the expiration of the Agreement and constitutes the status quo for 1990-91 and each year thereafter unless modified.~~

**13.15 Health and Welfare Benefits Committee:** The parties will consult in a committee regarding fringe benefits.

13.15.1 The District agrees to participate with employee representatives in a committee to study fringe benefit coverage.

13.15.2 The committee shall study all matters related to fringe benefits coverage and make recommendations regarding feasibility and cost efficiency. Special emphasis shall be given to the value of "a broker of record" versus "a consultant service."

13.15.3 The committee shall be comprised of six members, three (3) of whom shall be appointed by SCTA and three (3) of whom shall be appointed by the District. In addition to the three (3) members, each appointing body shall appoint two (2) alternate committee members who can vote only upon the absence of the voting member(s). Alternate members may attend meetings and participate in discussions. The District and SCTA shall each have one vote.

Business 90:00/13:00 ll

13.15.4 Formal committee and subcommittee meetings and place of meetings shall be arranged and scheduled by the administrator, ~~Human Resources Employee Relations~~, and the chairman of the SCTA Committee. The committee and/or designated subcommittees shall meet as often as necessary to accomplish assigned tasks.

13.15.5 The committee and/or subcommittee shall develop an agenda and submit minutes for each meeting to officially designated District and bargaining unit representatives and to all committee members.

**13.16** The parties agree to establish a committee consisting of four (4) members appointed by the District and four (4) members appointed by the Association to review retiree health benefits. The committee's recommendations shall be subject to negotiation. The parties will consult in a committee regarding fringe benefits for retirees.

**13.17 Medical Costs**

13.17.1 The Parties agree to form a joint committee to work on helping the parties respond over the long term to continuing increases in medical costs.

**13.18 Funding for retiree health insurance benefits. Unfunded Liability**

Keep  
largest  
of  
ll  
an

~~The parties recognize the importance and value of health and welfare benefits and are concerned about rising costs and unfunded liability.~~

The parties recognize the importance of the District in honoring the District's commitment to uphold promises to provide health insurance benefits to qualified retirees who provided decades of service to the students of Sacramento. The parties agree that every reasonable effort will be made to lower premium increases for current plans without diminishing benefits or increasing co-pays except as mutually agreeable. Any recommendations relative to working conditions will be subject to the CBA.

ll  
an

as provided in Section 13.1 through 13.4.1 through June 30 of the school year in which sick leave benefits are exhausted.

- 13.9.3 Employees who are eligible under the conditions set forth in Section 13.9.1 of this Article and who are on sabbatical leave of absence shall continue to be covered by fully-paid health, dental, life insurance, and vision care as provided in Sections 13.1 through 13.4.1 while on such leave.
- 13.9.4 Employees who are eligible under the conditions set forth in Section 13.9.1 of this Article and who are participating in the early retirement incentive plan as described in P-3604 of the Board's Policies and Bylaws, as adopted on July 10, 1978, shall continue to be covered by fully paid health, dental, life insurance, and vision care as provided in Sections 13.1 through 13.4.1.
- 13.9.5 Temporary contract employees who have been terminated from positions which met the criteria set forth in Section 13.9.1 of this Article and who are reemployed for less than half-time or for less than one (1) full semester shall be covered by fully paid health, dental, life insurance, and vision care as provided for in Sections 13.1 through 13.4.1 for the period of reemployment.
- 13.9.6 Contract employees whose employment terminates on or following the last day of the school year and before the first day of the ensuing school year shall be covered by fully-paid health, dental, life insurance, and vision care as provided in Sections 13.1 through 13.4.1 until September 30 of the ensuing school year.
- 13.9.7 Non-contract, including permanent hourly, adult education teachers who are assigned fifteen (15) or more teaching hours per week, and which hours are anticipated to extend for one (1) or more semesters, will be provided fully paid health, dental, life insurance, and vision care as provided for in Sections 13.1 through 13.4.1.

### 13.10 Retiree Health Benefits

#### 13.10.1 9.8 Employee Eligibility

The Board agrees to pay the medical insurance premiums for teachers who have retired on or after January 1, 1974, after reaching the permissive state retirement age, provided said employee has served ten (10) consecutive years of service in the District immediately prior to retirement, except that in calculating previous service an employee who resigns and is reemployed within one (1) year shall be counted. A Board-approved leave shall constitute a year of service for the purpose of eligibility for this benefit. This benefit shall continue to be available to an eligible surviving spouse, if the spouse opts to pay the premium for said benefit.

Unit members with less than 15 years of service to the District as of July 1, 2010 will have three years from that date to qualify for the current 10-year rule. After July 1, 2013, as the Parties agree all teachers in order to be eligible for retiree health benefit will need to have the following:

- at age 55 at least 20 consecutive years of service to the District in the SCTA bargaining unit;
- at age 56 at least 19 consecutive years of service to the District in the SCTA bargaining unit;
- at age 57 at least 18 years of consecutive service to the District in the SCTA bargaining unit;
- at age 58 at least <sup>17</sup> consecutive years of service to the District in the SCTA bargaining unit;

- at age 59 at least 16 years of consecutive service to the District in the SCTA bargaining unit;
- at age 60 at least 15 years of consecutive service to the District in the SCTA bargaining unit;

13.10.2.19.9 It is understood by the parties that those retirees electing to take advantage of the benefit provided in 13.9.8 and who retire after January 1, 1990 may pay the premium for the dental and/or life insurance and/or vision portion of the package themselves.

13.10.2.29.9.1 This benefit shall be available to the retired employee's spouse and dependents if the retiree opts to pay the premium for said benefit.

13.10.2.39.9.2 This benefit shall continue to be available to an eligible surviving spouse if the spouse opts to pay the premium for said benefit.

13.10.2.49.10 It is understood by the parties that it shall be the retiree's responsibility to make application for enrollment for the benefits described in 13.9.8 through 13.9.9.2. It is further understood that it shall be the District's responsibility, after consulting with the Association, to develop implementing procedures for the benefits described in 13.9.8 through 13.9.9.2.

### 13.10.3 Retiree Health Insurance Opt Out

13.10.3.1 To reduce future costs for retiree health benefits, all qualifying retirees who receive health benefits may opt to decline the health coverage. The retiree will receive on an annual basis 50% of the average in area premium cost to purchase other insurance coverage(s) of their choice. The remainder of the savings will be applied to fund the District's GASB-45 liability. The District will advise the SCTA of the number of retirees who take advantage of this program on a yearly basis and will also place the funds in a separate account that will hold the net savings that will be transferred to the District/SCTA trust

13.10.3.2 The parties agree that a retiree utilizing the opt out program must show proof of health insurance coverage. The retiree opting out may return to the District/SCTA program due to qualifying events or with approval of SCTA and the District.

### 13.110 Eligibility for Employee-Paid Insurance Benefits

13.110.1 Employees on Board-approved unpaid leave of absence shall continue to receive full coverage of insurance benefits through the District if they elect to remit by the first of the month for which coverage is to be provided, the necessary premium payment(s) for health and/or dental and/or vision and/or life insurance benefits.

13.110.1.1 Whenever a teacher goes on an unpaid leave after working 75% of the first semester, the District shall fully pay the fringe benefits through March 31 of the same school year.

13.110.2 Those employed on an hourly basis for at least one (1) semester not less than ten (10) hours per week and excluding summer school per session personnel shall be eligible for all fringe benefits available to contract employees if those employees elect to remit the complete premium payment to the District for such benefits.

In addition, the parties agree to the following with regard to retiree health insurance benefits:

A. Contribution of Educators: Commencing with the 2014-15 school year, SCTA members shall contribute twenty dollars per member per month to fund retiree health benefits. Any savings as a result of the decrease in the budgeted cost of providing benefits to retirees shall be placed in the jointly-administered GASB fund.

B. Pay as You Go and Additional Pre-funding: In addition to continue pay the monthly/annual costs of health insurance benefits for eligible retirees (pay as you go), the District will contribute an additional one and one-half percent (1.5%) of the total payroll for bargaining unit employees which shall be placed in the jointly-administered GASB fund. The contribution, which shall occur on or about January 1 of each year, shall be calculated on the total payroll for bargaining unit certificated employees in the preceding fiscal year, which ends June 30th. The District may suspend this payment if in the preceding year, the District ends the year in an operating deficit, as established in the annual audited financial statement, or if that condition is not met, by mutual agreement.

*in "fund. Def" status.*

*or if the budget is*  
*DA*

*CC*



MEMORANDUM OF UNDERSTANDING

Between

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

And

SACRAMENTO CITY TEACHERS ASSOCIATION

Concerning

---

Monitoring of Student Progress

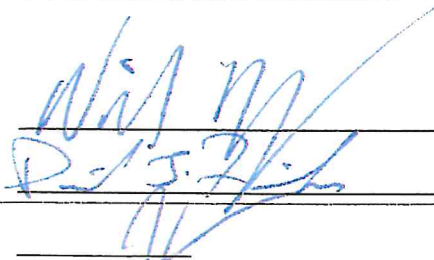
---

The Sacramento City Unified School District hereinafter called the "District," and the Sacramento City Teachers Association, hereinafter called the "Association." The District and Association are collectively referred to throughout this Agreement as the "Parties," hereby agree to the following terms of this agreement:

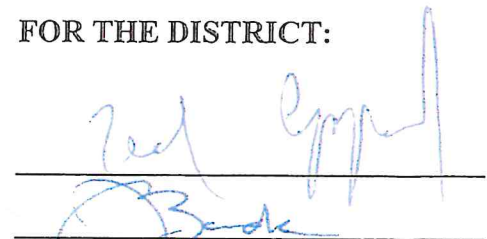
1. The District and the Association agree that testing should be meaningful and useful.
2. The parties mutually agree those state and/or federal specifically-mandated assessments (i.e. [the specific test will be inserted here]), will be administered in accordance with state and federal regulations.
3. The parties further agree that where a district initiated / district-wide specific test, assessment or process for monitoring student progress is not specifically and unambiguously directed by state or federal or programmatic (e.g. International Baccalaureate) mandate, the parties will jointly develop and mutually agree to the development of a process for monitoring student progress, which will meet state and/or federal guidelines, if applicable. The parties will make a good faith and timely effort to mutually develop and mutually agree to the specific test or assessment described in the preceding sentence. If the parties are unable to reach agreement, the parties agree to the expedited fact-finding dispute resolution process below:
  - a. An expedited three (3) person fact-finding panel will be convened consisting of one representative selected by the Association, one representative selected by the District, and the neutral, *who shall be selected by both parties*
  - b. The fact-finding panel will engage in an informal mediation process to resolve the issue. There will not be formal presentations or briefs, unless mutually agreed upon. The mediation process shall last no longer than forty-eight (48) hours, unless there is agreement to extend the time period. If, at the expiration of the mediation process, no agreement is reached, the Association and the District will each submit its final position. The neutral fact-finder will decide between the two positions, which shall be final and binding.

4. Opt out information for parents will be posted on the district web site. Alternative learning opportunities and resources will be provided for those students who opt out. No teacher shall be required both to administer the required test and to provide the alternative learning opportunities for students who opt out of standardized testing.
5. The District and the Association also mutually agree that monitoring student progress in individual classrooms, across grade levels or subject, at site and district levels may be valuable instruments to monitor student progress and may provide information useful to teacher reflection and planning as well as for student feedback.
6. The District agrees to limit the current District-developed Benchmark to the period from November 7<sup>th</sup> to December 16<sup>th</sup> only. Any future District-wide assessment and/or other process for monitoring student progress will be jointly developed and mutually agreed according the provisions of this agreement.
7. Teachers who grade the benchmark that require additional work beyond their regular workday will be compensated for the additional time spent grading the benchmark. Thursday collaborative time will not be used to grade or otherwise administer benchmarks unless agreed to by the teachers at the work site.
8. To design a comprehensive and balanced system for monitoring student progress, the District and Association will form a committee, consisting of representatives designated by the Association and representatives designated by the District to develop processes for monitoring student progress and to advise sites and teachers regarding additional local assessment strategies. Decision shall be by consensus between the two parties, except for those areas covered by Paragraphs 2 and 3 of this agreement, which shall apply.
9. The Committee will commence no later than the week of January 9, 2017. Once the committee determines the content, structure and nature of the best processes for monitoring student progress, mutually-agreed upon dates may be determined for implementation of any state or federal assessment described in Paragraph 3 above that apply for the 2016-17 school year.

FOR THE ASSOCIATION:

  
 \_\_\_\_\_  
 \_\_\_\_\_  
 11/30/16

FOR THE DISTRICT:

  
 \_\_\_\_\_  
 \_\_\_\_\_  
 11/30/16

Tentative Agreement

October 26, 2016

10/26/16  
1A  
JK  
m

**ARTICLE 26 - DURATION**

26.1 This Agreement shall be effective July 1, ~~2004~~ 2016 through June 30, ~~2011~~ 2018

**IN WITNESS HEREOF**, the Association has caused this Agreement to be signed by its president, or the designee of the SCTA Board of Directors, and chief negotiator; and the Board of Education has caused this Agreement to be signed by its president, attested by its clerk.

SACRAMENTO CITY UNIFIED SCHOOL  
DISTRICT

SACRAMENTO CITY TEACHERS  
ASSOCIATION

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date

Date