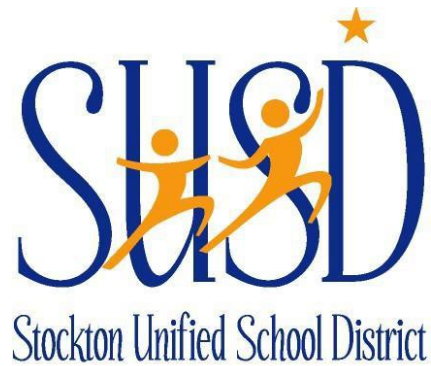


COLLECTIVE BARGAINING AGREEMENT
BETWEEN
STOCKTON UNIFIED SCHOOL DISTRICT
AND
STOCKTON TEACHERS ASSOCIATION



July 1, 2022 – AUGUST 31, 2025

COLLECTIVE BARGAINING AGREEMENT

Between

Stockton Unified School District

and

Stockton Teachers Association

Date: May 7, 2024

Date: May 7, 2024

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Dr. Michelle Rodriguez, Superintendent of Schools

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1. AGREEMENT/RECOGNITION

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

2. CLASS SIZE

2.1 Application

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

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

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

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

2.3 Averages and Maximums

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

<u>Maximum</u>	<u>Maximum Class Size</u>
<u>Elementary</u>	
Kindergarten	32 (further modified per LCFF’s Class Size Grade Span Adjustment)
Primary Grades 1, 2, 3	32 (further modified per LCFF’s Class Size Grade Span Adjustment)
Intermediate Grades 4, 5, 6	33
<u>Secondary</u>	
Middle School Grades 7, 8 General*	35
Middle School Grades 7, 8 P.E.	47
JROTC	47
English	32
Social Studies	32
Math	32
Science (other than lab sciences)	32**
Lab Science**	30** (reduces to 24, 26, 28 or another number if site’s utilized classrooms have 24/26/28/etc. verified workstations)**
Foreign Language	32
Reading	28
Business	32
Drafting	32**
Voc. Shop	35**
Music (except performance)	32
Art	32
P.E.	47
Hygiene	32

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

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

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

2.4 Payment for Exceeding Limits (Overages)

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

- 2.4.1 At the beginning of the school year, the District will have thirteen (13) instructional days to make adjustments without paying any overage payments. Beginning with the fourteenth (14th) day, overages will be paid to the instructor retroactive to the first day of the overage.
- 2.4.2 At the beginning of any other semester, at the high school level, the District has ten (10) instructional days to make adjustments without paying any overage payments. Beginning on the eleventh (11th) day, overages will be paid to the instructor retroactive to the first day of the overage.
- 2.4.3 At any other times of the year, overage payments will begin on the eighth (8th) instructional day of the overage, retroactive to the first day of the overage.
- 2.4.4 High School teachers will be paid the correct proportional rate of 3.5% of the teacher's per diem rate, per student, per day for overages.

For traditional-schedule assignments (i.e., six year-long periods of five classes and one preparation period), the correct proportionate rate for overages shall be one fifth (1/5) of the full overage rate. For non-traditional schedule assignments, this subsection's proportionate rate shall be modified based on the difference in scheduled time with students using a ratio of 1/x, where "x" is the number of equal-length class periods that teachers at the site normally teach in that day's schedule.

INTENT:

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

2.5 Special Education - Individuals With Exceptional Needs

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

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

- 2.5.1.2 Class size balancing, when it occurs, must not itself result in a change of schedule for any student with an IEP. This shall not be construed to prevent schedule changes for reasons other than class size balancing.
- 2.5.2 The number of IWENs in any regular teacher's class shall not exceed twenty five percent (25%) of the "Maximum Class Size" listed in Section 2.3 herein. If the 25% limit is exceeded, the payment provisions of 2.4 shall apply to any overage.
- 2.5.3 Special Day Classes shall average no more than twelve (12) pupils, and shall have a maximum of fourteen (14) pupils. Resource Specialist Programs shall have a maximum of twenty-eight (28), with only the RSP caseloads themselves governed by article 19.

3. EVALUATION

3.1 Evaluation Procedures

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

- 3.1.7 The District shall provide teachers with a copy of the “California Standards for the Teaching Profession, Resources for Professional Practices.” Teachers will be notified in a timely manner of any and all updates to the CSTP.

In-service training shall be made available for teachers during the school year.

- 3.1.8 For non-instructional-unit members, such evaluation and assessment shall be based upon the fulfillment of established job responsibilities that are based on actual observation of the job related activities. The non-instructional teacher evaluation form (Appendix E) shall be used.

3.2 Frequency

- 3.2.1 Evaluation and assessment of the performance of each certificated employee shall be made on a continuing basis, as follows:

- (1) Once each school year for temporary/probationary personnel
- (2) Every other year for personnel with permanent status not meeting the criteria below
- (3) Every five years for permanent personnel who have been employed at least ten (10) years with the district, are highly qualified as designated by No Child Left Behind 2001 (NCLB), and whose most recent previous evaluation rated the employee as ‘Satisfactory’ or ‘Commendable’. The certificated employee or the evaluator may withdraw consent at any time.

When any permanent, certificated employee has received a final evaluation of ‘Unsatisfactory’, the District shall evaluate the employee in the subsequent year, subject to the remaining provisions of this Article.

a. Procedure for 5-Year Consent Withdrawal

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

- the “5-year-cycle consent” shall not be withdrawn for the member (the unit member remains on the 5-year-cycle); and
- any evaluation process already initiated with the member for the school year must cease immediately.

3.2.2 Unfinished Evaluations

- a. For permanent employees, whenever the evaluation cycle initiates a unit member’s evaluation process for the school year, but no final evaluation score is officially documented with Human Resources that school year (i.e. the evaluator did not finish one

or more required elements to the evaluation process), the unit member shall still be presented with a final evaluation using successfully completed evaluation elements. The employee shall have the right to nullify this final evaluation and be evaluated the following school year. In either case, the teacher's choice to keep or nullify this evaluation shall be documented in the teacher's personnel file.

- b. For non-permanent employees, a final evaluation is still submitted using successfully completed evaluation elements and the teacher is evaluated the following school year whenever required by law.

3.3 Timelines

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

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

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

The evaluator shall provide a copy of the Pre-Observation Conference Form to the teacher at least five (5) working days prior to the conference. The teacher shall bring the completed form to the pre-observation conference. At the pre-observation conference, the teacher and evaluator shall review and complete the rest of the Pre-Observation Conference Form. The teacher shall select one (1) element from each of the six CSTP on the evaluation form as evaluation criteria. The evaluator shall select one (1) additional element from each of the six (6) CSTP on the evaluation form as additional evaluation criteria. Nothing herein shall exclude the right of the evaluator to comment upon and discuss, but not reduce to writing, observations concerning other indicators of performance. The teacher and the evaluator shall review and discuss lesson or unit plans at the pre-observation conference.

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

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

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

3.4 Evaluation Measures

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

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

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

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

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

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

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

- Teacher set objectives/goals
- 3.4.2.2 The pre-observation conference referenced in section 3.3.2 will be used to identify the data sources and the strategies used to drive instruction.
- 3.4.2.3 As other valid assessments are developed, the District and STA will negotiate adding them to the list of approved data sources.
- 3.4.2.4 STA members in non-instructional assignments will not be subject to this section.
- 3.4.2.5 An Evaluation Advisory Mediation Committee shall be established. The purpose of the committee is to reduce conflict regarding evaluations. Each party shall appoint two (2) members to serve upon the committee.
- This Committee is an advisory body, which has the ability to make confidential recommendations to its appointing entity. The Committee is not intended to replace or replicate the work of the PAR Panel. The Committee’s primary roles will be to review conflicts and make recommendations.
- 3.4.2.6 The District will provide annual training for administrators on evaluation techniques and applications.

3.5 Observations

- 3.5.1 Two (2) formal observations at least thirty (30) minutes in length shall be scheduled during the evaluation period for all certificated personnel. The time and date of the first observation shall be announced to the teacher at least two (2) working days in advance of the observation. The teacher has the right to initiate the time and date of this first announced observation. Additional classroom observations, with or without notice, may be conducted at the discretion of the evaluator or at the request of the teacher. When any observations are reduced to writing, the teacher shall receive a copy of the Observation/Conference Checklist and the Evaluator’s Notes of Observation; a conference shall follow, and the teacher shall have the right to attach a written response.
- 3.5.2 For unannounced observations, the evaluation criteria shall be the same as indicated by the teacher and evaluator for the announced observation. The same Post-Observation Conference Form as for the announced observation shall be completed.
- 3.5.3 The format, location, and timing of development of the teachers written evidence of planning is the professional prerogative of the teacher, except as provided in this Article. Access to the written evidence of planning shall be at the discretion of the teacher, except as provided in this Article. If the evaluator finds that evidence of planning is unsatisfactory, and so indicates on the Observation/Conference Checklist form, then the evaluator can request that written evidence for planning (with the format to be determined by the teacher) be reviewed by the evaluator with the teacher during the teacher’s regular working day on a weekly basis. Such review shall be terminated when the subsequent observation indicates

that planning is now satisfactorily in evidence, or by mutual agreement of the evaluator and the teacher, whichever occurs first.

3.6 Final Evaluation

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

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

3.6.2 Permanent Teachers' Participation in PAR

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

3.7 Right To Second Evaluation

- 3.7.1 If any permanent teacher receives an unsatisfactory final evaluation, the teacher shall have the absolute right to request, in writing, one (1) additional observation, conference and written evaluation. Such second observation, conference, and written evaluation shall be conducted by a different evaluator who is at a level comparable to or above the level of the first evaluator. Such second evaluator shall be selected by the Assistant Superintendent of Educational Services. Such second evaluation will also be included in the personnel file.
- 3.7.2 The request must be made by the teacher within five (5) working days after receipt of the final evaluation. The request shall be made to the Assistant Superintendent for Educational Services, who shall appoint a second evaluator within five (5) working days from receipt of the request by the teacher. The second evaluator must complete an observation, conference, and written evaluation at least five (5) working days prior to the teacher's last working day.

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

3.8 Teacher's Access to Documentation

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

3.9 Planning

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

- a) Up to four (4) times per year during the year when a teacher is being evaluated;
- b) When evidence of planning is a concern to the administrator during the non-evaluation year, and the administrator concludes, in writing, based on two (2) classroom observations of at least twenty (20) minutes each, that evidence of planning is lacking;
- c) During the implementation year of District-wide curricular changes, to assist the teacher to adhere to curriculum standards, the administrator may review a unit plan up to two (2) times.

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

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

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

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

Each committee will make presentations and/or recommendations to the bargaining teams for 2023-2024 Reopener negotiations (or the next negotiation cycle in which Article 3 is opened, whichever is later). Each committee may meet either during the work day with District-paid release time, or on a District-paid hourly basis outside the teachers' contractual work day, or a combination of both.

4. FRINGE BENEFITS

4.1 Health Benefit Contribution

- 4.1.1 The District's healthcare contribution to bargaining unit members on any benefits plan shall match the premium (including all cutouts such as medical, dental, vision, and chiropractic) of the CalPERS Blue Shield Access PLUS plan, less one hundred dollars monthly (\$100.00 as 12 months, \$109.09 as 11 months), or the total premium cost of Kaiser HMO (likewise inclusive of all cutouts), whichever is higher.
- 4.1.2 The District's monthly contribution toward any plan shall be accordingly adjusted per 4.1.1 whenever the CalPERS rates are adjusted.
- 4.1.3 Any difference between an employee's plan cost and the District's health benefit contribution shall be deducted by payroll.

4.2 Health Insurance

- 4.2.1 Unless otherwise agreed, the District will offer each eligible teacher HMO and PPO plans throughout the term of the Agreement as offered through CalPERS.
- 4.2.2 Teachers who are absent on account of illness and who have exhausted their accumulated paid leaves have the option to purchase full insurance coverage for that period of illness under the Federal COBRA Act provision not to exceed eighteen (18) months following exhaustion of said leave.
- 4.2.3 Teachers on District-approved unpaid leaves of absence shall have the option to purchase health insurance coverage for the period of the leave under the Federal COBRA Act provision, not to exceed eighteen (18) months.
- 4.2.4 The District shall provide retiring teachers the option to purchase health insurance coverage if retiring after reaching their fifty-fifth (55th) birthday, provided said teacher has served ten (10) years in the District prior to retirement. For Early Retiree Fringe Benefits, see 4.2.4.1 below (relocated from 10.5 without being modified):

4.2.4.1 Fringe Benefits for Early Retirees and Dependents Other Than Spouses

a. Teachers Hired Prior to July 1, 2003

Any qualifying teacher participating in the Early Retirement Plan shall receive from the District the full cost of the least expensive medical plan. Any qualified teacher will have the same right as current employees to select a more costly HMO or PPO medical plan and will be obligated to pay the full difference above the least

expensive medical plan. This benefit will last for ten (10) years or until the qualifying teacher is eligible for Medicare or until age 65, whichever comes first. The STA retiree is eligible to participate in the District's group dental, vision and chiropractic plans by purchasing benefit coverage at the eligible group rate.

b. Teachers Hired After July 1, 2003

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

4.2.5 Cash in Lieu of Healthcare Benefits

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

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

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

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

4.3 Dental Insurance

The District will offer each eligible teacher a dental plan (with orthodontic) substantially equivalent to the current dental plan, with no reductions. The plan will be subject to the health benefit contribution.

4.4 Mental Health/Chemical Dependency Program

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

4.5 Vision Care

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

4.6 Plan Contracts

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

4.7 Tax Sheltered Annuities

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

4.8 Temporary Teachers

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

4.9 Bereavement Period

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

4.10 Medicare

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

4.11 Internal Revenue Code Section 125 Plan

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

5. GRIEVANCE PROCEDURE

5.1 Definitions

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

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

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

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

5.2 Procedure

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

5.2.2 Level One: Immediate Supervisor Hearing

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

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

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

5.2.3 Level Two: Superintendent/Designee Hearing

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

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

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

5.2.4 Level Three: Conciliation

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

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

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

the California Mediation and Conciliation Service fails to or refuses to act as provided herein, the Parties shall meet and seek alternative conciliation methods.

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

5.2.5 Level Four: Arbitration

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

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

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

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

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

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

5.3 Rights of Teachers to Representation

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

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

5.4 General Provisions

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

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

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

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

5.4.5 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may arise. These proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

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

6. TEACHING HOURS

6.1 Regular Teacher Work Day

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

6.1.1 Secondary Schedule (Grades 7-12)

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

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

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

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

6.1.2 Elementary Schedule (Grades 1-6)

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

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

6.1.3 Kindergarten Schedule (Both Transitional and Traditional)

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

6.2 Resource Days

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

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

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

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

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

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

6.3 Elementary Planning and Preparation

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

Regular elementary classroom teachers, resource classroom teachers and Special Education teachers teaching special day classes only, grades TK-6, who spend 60% of their time instructing students, shall receive compensation pursuant to 18.20 for voluntary participation

in planning and preparation, scheduled outside the regular work day for purposes of upgrading curriculum knowledge, sharing teaching skills and strategies, record keeping, reports and lesson planning. Payment shall be made at the end of each semester. The regular time for this planning and preparation shall be determined at each site by the site liaison committee and the site administrator. Teachers are not required to sign in for preparation time.

6.3.2 Exceptions

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

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

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

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

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

6.3.3 Secondary Preparation Periods

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

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

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

6.4 Faculty Meetings

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

6.5 Collaboration Time

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

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

Teacher accountability documentation shall take no more than five minutes of planning time. Evidence of such meetings shall be submitted at the end of the meeting and consist of the following:

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

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

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

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

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

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

Professional Learning Community Development

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

Acceptable uses of collaboration shall include:

A. Strategic Planning

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

B. Data Analysis

1. Goal-setting for students based on formative tests

C. Instructional Design

1. Collaborating on Curriculum preparation
2. Developing and revising instruction
3. Differentiated instruction for significant subgroups (such as Special Ed, EL, Foster Youth, etc.)

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

6.5.3 Collaboration time is not:

- a. Intended for additional staff meetings
- b. Scheduling/conducting other District, Association, or site meetings
- c. Making copies

- d. Classroom maintenance
- e. Discussing site/district policies unrelated to instruction viewed through the lens of the four essential PLC questions
- f. Assignments or tasks unrelated to PLC focus questions
- g. Administratively-imposed assignments or tasks

6.6 Reporting Time

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

6.7 Consecutive Time

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

6.8 Secondary Seven-Period Student Day

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

6.9 Saturday School

- 6.9.1 Teaching of Saturday School shall be considered teacher bargaining unit work.
- 6.9.2 Assignment of teachers to Saturday School shall be on the basis of interview and select at the school site (see Article 16.4.7).

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

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

6.10 Non-Required Time

- 6.10.1 No teacher shall be required to teach or assist in an evening session; there shall be no loss of benefits or salary for such refusal.
- 6.10.2 A teacher shall not be required, during his/her preparation period, to substitute for another teacher, except in an emergency.
- 6.10.3 As no STA bargaining unit member has authority over any other unit member (inclusive of teachers, instructional coaches, program specialists, etc.), no member may impose upon another by presuming an expectation of receiving classroom coverage. Willingness to cover any other unit member's class remains the express decision of that unit member who would potentially be doing the substituting.

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

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

6.11 Lunch Period

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

6.12 Bathroom Breaks

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

6.13 Meeting Schedule

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

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

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

6.13.3 Wednesday: Professional organizational meetings called by the Association.

6.13.4 Thursday: Collaboration Meetings

6.13.5 Friday: No District required meetings.

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

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

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

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

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

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

- 6.14.1 In grades TK-8, the site administrator shall develop a roster of non-teaching duties to be performed by teachers during the teachers' work day. Such roster will be reviewed with the site Liaison Committee and shall be consistent with the purpose and intent of Section 6.14.5 below.
- 6.14.2 Each teacher shall be provided the opportunity to select duties of his/her own choice.
- 6.14.3 If volunteers are insufficient to perform needed duties or if an inequitable distribution of duties exists, then the site administrator may re-assign or assign teachers to perform rostered non-teaching duties.
- 6.14.4 Administrative assignments to non-teaching duties shall not be arbitrary, capricious, or discriminatory.
- 6.14.5 As soon as practicable after ratification of this Agreement, the administrator and Liaison Committee at each site shall meet for the purpose of evaluating available site resources to formulate a plan for providing supervision of students outside of instructional time, with emphasis on reducing non-instructional duties. If the administrator and Liaison Committee cannot come to an agreement on a plan, it will be forwarded to the Association and District representatives for resolution. If the District and Association are unable to come to resolution on this matter, the prevailing practice of assigning duties shall continue.
- 6.14.6 Teachers in grades TK-8 shall not be required to perform before-school duties, except in emergency situations. An emergency back-up system, including what constitutes an emergency, shall be jointly developed by the Liaison Committee and the site administrator.
- 6.14.7 TK-8 teachers shall not be required to distribute, keep records for, or collect student lunch tickets.

6.15 Non-Teaching Duties in Grade Levels 9-12

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

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

- 6.16.1 Reference section 6.20 for relocated language on Back-to-School Night and Open House.
- 6.16.2 The District shall not, except as provided explicitly in section 6.20, assign teachers to perform duties beyond the teacher's work day.
- 6.16.3 A teacher may volunteer to participate in non-teaching duties which take place beyond his/her teacher work day.

6.17 (contract section and language removed)

6.18 Calendar

6.18.1 The District and the Association agree to add three (3) additional work days starting in the 2017-2018 school year, to be paid at the individual teacher's per diem rate. Two (2) of the days shall be professional development days. The other day shall be a teacher preparation/planning day (without site or District level meetings or assignments) in order to prepare for the first day of school.

6.18.2 Beginning with the 2015-2016 school year the modified traditional schedule calendar shall consist of 184 days in each year of the Agreement, including two (2) professional development days to be contiguous with the work-year, one (1) orientation day, 180 student contact days, and one (1) non-student contact day. The 184th day shall be a minimum day (240 minutes).

6.18.2.1 Beginning with the 2017-2018 school year the modified traditional schedule calendar shall consist of 187 days in each year of the Agreement, now including the following:

- four (4) professional development days to be contiguous with the work-year
- one (1) teacher preparation/planning day, pursuant to 6.18.1
- one (1) orientation day
- 180 student contact days
- one (1) non-student contact day, which shall be a minimum day (240 minutes) and take place after all student contact days have occurred.

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

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

6.18.5 PD (Professional Development) Day Offerings

The District shall survey all teachers (concurrently with the Association) in advance of PD calendar-day offerings being designated, accounting for input-patterns across teachers by subject areas, life levels, and other specializations. All such surveys must be designed jointly by the District and the Association, with all survey results made immediately available to both parties. Any District-collected unit member PD post-feedback must be

anonymous and must likewise be shared with the Association upon its availability. PD offerings shall acknowledge and reflect survey results, but need not be exclusively limited to survey findings. It is understood that State mandates, curricular changes, safety needs, and other identified needs may dictate additional PD offerings outside surveyed results.

6.18.6 Required Asynchronous Trainings

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

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

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

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

6.18.7 Bargaining of Instructional Year

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

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

6.19 Procedure When Substitute Is Not Available

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

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

- a. Class Splitting (sites and programs without prep periods, usually elementary and intermediate)

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

teachers each teach the additional students for the entire day.

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

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

b. Prep-Period Based Substituting (typically secondary)

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

For non-traditional schedule assignments, this subsection's fractional per-diem rate shall be modified in proportion to the difference in schedule. E.g. in a 4x4 block schedule wherein teachers have a preparation period and three classes of around 90 minutes each, the pay rate for substitute coverage by a teacher is one third (1/3) of the pertinent substitute rate rather than one fifth (1/5). In such coverage, teacher/lesson preparation is considered the responsibility of the teacher of record, not of the teacher substituting.

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

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

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

d. Substitute Teachers During Prep

If a substitute teacher at the secondary level voluntarily teaches a sixth period, the substitute shall be paid one fifth (1/5) of the current substitute daily rate of pay for the sixth period, as the normal high

school absence coverage would have been five classes.

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

e. Non-Classroom Teachers

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

Namely:

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

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

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

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

6.20 Parent/Teacher Collaboration & Engagement

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

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

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

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

- c. A combination of at least 6 hours of:
 - Additional Parent Conferences
 - Additional site-sponsored parent-involvement events, such as: AVID Parent Night, STEM night, Multicultural events, etc.
 - Lengthening of the required Back to School Night / Spring Open House
 - Attend, guide or chaperone extracurricular events at the teacher's own site whenever student families/volunteers also have the option to potentially attend, guide or chaperone.

- d. Bargaining unit members in non-instructional positions, or who are otherwise without a class roster, may fill all such hours above using any one (or any combination) of the options above. For teachers whose position primarily serves adult learners, the parties recognize that outside-school-hours engagement with the students themselves fulfills 6.20.2.a above.

6.20.3 Accountability

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

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

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

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

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

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

7. LEAVES

7.1 Definitions

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

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

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

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

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

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

7.2 Class A Sick Leave

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

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

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

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

7.2.4 Regular part-time teachers shall accrue sick leave credit in proportion to the fractional equivalent of full-time in which they perform assigned duties, rounded to the nearest half-day increment.

- 7.2.5 Unused sick leave credit for any teacher who leaves the District prior to retirement or who retires from employment in the District shall be reported to the STRS (State Teachers' Retirement System) for the retirement benefit calculation pursuant to law.
- 7.2.6 Unused sick leave credit may be accumulated without limit and may be transferred to any other school district with a transferring teacher pursuant to law.
- 7.2.7 For summer school sick leave, refer to Article 13 (Summer School).
- 7.2.8 For utilization of sick leave days for Discretionary Leave, see 7.21.
- 7.2.9 Substitute teachers reference Article 22 (Substitute Teachers) for applicable sick leave provisions.

7.3 Class B Absence Other Than Illness

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

7.4 Leave for Compelling Personal Reasons (CPR)

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

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

The following examples, while not exhaustive, illustrate circumstances definitively meeting the qualifications of compelling personal reasons:

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

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

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

7.5 Extended Illness Leave

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

7.6 Parental Leaves

7.6.1 Maternity Leave

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

7.6.2 Pregnancy Leave

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

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

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

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

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

- 7.6.2.6 This policy shall not discriminate against evidence of treatment and the need therefore by the practice of the religion of any well-recognized church or denomination.
- 7.6.2.7 Accumulated sick leave shall be applied to the period of actual physical disability for absence made necessary by pregnancy, miscarriage, childbirth or the recovery there from.
- 7.6.2.8 The teacher's fringe benefits shall be maintained during such periods of actual temporary physical disability.
- 7.6.2.9 Any teacher returning from Pregnancy Leave which began and ended in the same school year shall be treated as returning from a period of temporary disability and shall be returned to the same assignment. In the event of a reduction in staff at the teacher's assignment site, the procedures provided for in Article 17, Transfer and Assignment, shall apply.
- 7.6.2.10 Any teacher returning from Pregnancy Leave at any other time shall be offered the same assignment which would have been offered had no such leave been taken, in accordance with procedures provided in Article 17, Transfer and Assignment. The assignment/slot the teacher left when she took her leave shall be reserved for her. The Human Resources Office shall continue to identify and hold that slot by recording any shifts in enrollment, etc. All such shifts shall be consistent with Article 17, Transfer and Assignment.
- 7.6.2.11 The District shall not, because of pregnancy of any female person, refuse to hire or employ her or refuse to select her for a training program leading to employment, or discriminate against her in compensation or in terms, conditions, or privileges of employment.

7.6.3 Child-Rearing Leave

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

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

7.6.4 Adoption and Bonding Leave

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

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

7.7 Industrial Accident and Illness Leave

Section 44984 of the Education Code is supplemented as follows:

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

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

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

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

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

7.8 Bereavement Leave

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

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

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

For members experiencing bereavement regarding someone not explicitly considered “Immediate Family” per 7.1.1 (e.g., close friends or non-immediate family), refer to Compelling Personal Reasons leave usage (7.4.1)

7.9 Jury Leave

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

7.10 Emergency Leave

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

7.11 Legislative Leave

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

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

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

7.12 In-Service Leave

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

7.13 Military Leave

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

- 7.13.2 Any teacher who is a member of the reserve corps of the armed forces or of the National Guard or the Naval Militia shall be entitled to a temporary leave of absence while engaged in military duty ordered for purposes of military training, drills, encampment, naval cruises, special exercises, or like activity, providing that the period of duty does not exceed 180 calendar days including the time involved in going to and returning from such duty.
- 7.13.3 Upon return from military service to District service, a teacher shall be entitled to all the rights privileges which he/she would have enjoyed if he/she had not been absent.
- 7.13.4 Any teacher recalled by the military while employed shall continue advancement on the salary schedule in the same manner as though he/she were teaching, however, unit requirements must be met for the next step.
- 7.13.5 A teacher who is called into active military duty or who is on a temporary military leave of absence, and who has been in the service of the District for a period of not less than one year immediately prior to the date on which the absence begins, shall be entitled to receive one-tenth of his/her annual salary. The school district shall pay him/her this amount immediately upon receipt of verified information which indicates that the teacher is actually in military service and has been so for at least thirty (30) days. No more than one (1) payment shall be allowed for this leave during any one (1) fiscal year.

7.14 Association Leave

7.14.1 Association President's Leave

- 7.14.1.1 Upon request of the Association, the Association President shall be granted a leave of absence during his/her term of office to conduct business pertinent to Association affairs.
- 7.14.1.2 The Association President shall be paid his/her full salary and fringe benefits by the District; and the Association shall reimburse the District for the full salary, related costs, and fringe benefit expenses.
- 7.14.1.3 Upon termination of an Association leave, the Association President shall maintain placement at the worksite worked at immediately prior to the transition to being fully released as president before any provisions of Article 17 (Transfer and Assignment) take effect, such as Rebalancing provisions. In anticipation of this release terminating, the Association President retains access to all forms of voluntary transfer listed in Article 17.

7.14.2 Other Association Leave

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

conferences. The Association shall request such leave by advance written notice to the Assistant Superintendent of Human Resources.

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

7.15 Sabbatical Leaves

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

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

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

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

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

7.15.5 Sabbatical Leave-Application Process

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

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

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

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

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

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

7.15.5.7 Alternates will be designated. Alternates will be notified in designated order, according to the provisions of the policy, if any sabbatical leaves are not accepted.

7.15.5.8 If an accepted applicant wishes to become an alternate, the first alternate will be given the sabbatical leave and the accepted applicant will be placed on the alternate list.

7.15.5.9 The teacher must agree to return to service in the District for a two (2) year period after the completion of the sabbatical leave.

7.15.5.10 Placement in the same school and position upon return from sabbatical leave shall be guaranteed in writing, contingent upon the provisions of the Transfer Policy.

7.15.6 Indemnity Bond

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

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

7.15.7 Report of Leave

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

7.15.8 Short-Term Sabbatical Leaves

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

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

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

- 7.15.8.3 A teacher granted a short-term sabbatical leave shall receive fifty (50) percent of his/her scheduled salary for this period.
- 7.15.8.4 No individual leave shall be granted for less than two weeks (2) nor more than four (4) weeks
- 7.15.8.5 A teacher must have completed seven (7) consecutive years of full-time service in the District before becoming eligible for a short-term sabbatical. No more than one (1) short-term sabbatical shall be granted a teacher during a seven (7) year period.
- 7.15.8.6 This will not preclude a teacher from participating in the full-year sabbatical leave program described in 7.15.1 through 7.15.7.

7.16 Other Leaves

- 7.16.1 Upon request of the teacher, the District may grant a paid or unpaid leave of absence to any teacher for a purpose other than those listed above. This leave is granted on a year-to-year basis, not to extend beyond three (3) years, except in cases of leave for educational renewal which may be extended to five (5) years. The District shall annually request in writing that teachers on leave declare their intent to return. This request may be made as early as January 1 of each year. Unit members must respond within forty (40) calendar days of the written notice from the District.
- 7.16.2 A teacher shall be entitled to leave to serve as a witness under subpoena other than as a litigant and not brought through the connivance or misconduct of the unit member.
- 7.16.3 A teacher shall be entitled to one (1) day of paid leave to care for his/her dependent(s).

7.17 Catastrophic Leave Program

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

- 7.17.1 A teacher who is entitled to paid sick leave and who is experiencing catastrophic illness or injury is entitled to the benefits of this program if the teacher has exhausted all of his/her sick leave.
 - 7.17.1.1 The teacher must provide verification of catastrophic illness or injury in a manner acceptable to the District and must request the leave in writing.
 - 7.17.1.2 The teacher must have previously become a member of the Catastrophic Leave Program pursuant to Section 7.17.5.
 - 7.17.1.3 The benefits of this program are limited to one (1) occurrence per fiscal year.

- 7.17.2 "Catastrophic illness" or injury means an illness or injury that is expected to incapacitate the teacher or a household member (as defined in 7.1.2) for whom the teacher is the caretaker for an extended period of time, and the taking of extended time off work creates a financial hardship for the teacher because he/she has exhausted all sick leave.
- 7.17.3 "Eligible leave" credits means sick leave accrued to the donating employee.
- 7.17.4 In order to be eligible for this program, the teacher must be eligible for benefits under the salary protection insurance policy. The maximum allocation from the Catastrophic Leave Bank shall be no more than the difference between the number of personal sick leave credits the employee has accumulated at the beginning of the absence, and the thirty (30) calendar days' waiting period for the income protection plan benefits to commence.
- 7.17.5 A teacher may become a member of the Catastrophic Leave Program, and thereby become eligible for receipt of benefits under the program, by filing with the Human Resources Office an irrevocable donation of one (1) sick leave credit per school year unless the assessment is suspended pursuant to Section 7.17.6. All donations must be in full-day increments and are non-refundable. Donations beyond one (1) day per fiscal year must be approved by the District.
- 7.17.6 A committee comprised of three (3) representatives from the Association shall be established. The committee shall meet with a representative from the Human Resources to review and approve all applications for leaves to be charged to the Catastrophic Leave Bank. Each year, this committee has the authority to determine that an assessment for that year is unnecessary. The committee shall make such determination and notify the District not later than July 1st of each school year if the deduction of one day (1) sick leave credit is to be suspended for that year.

If this committee (or the Association in lieu) do not stipulate such suspension and the CLB has less than 500 days banked, deductions shall continue for CLB enrollees.

7.17.7 Commencing with the 2021 calendar year:

- 7.17.7.1 An annual enrollment period shall be announced to be made available during the month of May. The effective starting date of coverage for any enrollee shall be July 31 of the calendar year following the calendar year when the member enrolled.

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

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

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

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

7.18 Miscellaneous

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

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

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

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

7.19 Family Care and Medical Leave

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

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

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

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

7.20 Half-Day Leave

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

7.21 Discretionary Leave

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

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

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

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

8. LIAISON COMMITTEE

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

9. MISCELLANEOUS

9.1 Professional Growth

- 9.1.1 Those employees who, as of September 1, 1985, do not hold a clear multiple or single subject teaching credential, shall develop an individual program of professional growth which consists of a minimum of 150 clock hours of participation in activities which contribute to competence, performance, or effectiveness in the profession of education. Employees who do not have a clear part-time Designated Subjects Adult Education Teaching Credential shall develop a program consisting of a minimum of 50 hours. Employees who do not have a clear part-time Designated Subjects Vocational Education Teaching Credential shall develop a program consisting of a minimum of 75 hours. This program is to be completed within each five (5) year period. The initial five (5) year period begins September 1, 1985, or on the date that a credential takes effect after September 1, 1985.
- 9.1.2 If there is any change, delay, or repeal in the Education Code and/or California Code of Regulations sections within the scope of negotiations relating to professional growth requirements, either party may reopen negotiations on such changes within sixty (60) days of such changes.
- 9.1.3 Prior to beginning an activity which could accumulate clock hours, the teacher shall submit the proposed plan to his/her professional growth advisor. Within five (5) working days, the professional growth advisor shall review the proposed plan. If the proposed plan is not in conformance, then the reasons for non-conformance shall be placed in writing by the professional growth advisor. If the teacher desires to amend an already-approved activity for accumulation of clock hours, the same process shall be followed.
- 9.1.4 Clock hour is determined by the actual time spent in the pre-approved professional growth plan activities, with the following exception: for courses taken from an accredited college or university, each semester unit shall equal fifteen (15) clock hours and each quarter unit shall equal ten (10) clock hours.
- 9.1.4.1 For each hour that an employee spends directly involved in an activity that is identified in a signed professional growth plan, the employee shall record one (1) clock hour of time on the professional growth record.
- 9.1.4.2 In a professional growth record, an employee shall not record any time spent traveling to or from a professional growth activity, or any time spent completing routine out-of-class assignments such as reading assignments or preparing for tests for an approved course, workshop, teacher center program, staff development program or professional conference that the employee attends. An employee may record time spent on out-of-town assignments if the employee and the professional growth advisor agree that the assignments qualify as professional growth domain (s) and activities in the categories defined in Section 80558(b) and (c) of Title California Code of Regulations, attached hereto as Appendix F. Time spent

preparing to make formal presentations in professional conferences, or as the instructor of a course, workshop, teacher center program or staff development program for teachers may be recorded.

The professional growth advisor may require the employee to explain how an activity satisfies or is likely to satisfy one or more of the domains and activities defined in Section 80558(b) and (c), above.

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

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

- 9.1.8 A professional growth plan and record shall not include any portion of an activity which occurred prior to the time the employee applied for the professional clear credential, or the most recent renewal of such credential.
- 9.1.9 No professional growth advisor or other Stockton Unified School District representative shall compel an employee to pay any fee or provide any service in exchange for professional growth advice or for approval of a professional growth plan or record.
- 9.1.10 The District shall retain the initial copy of the employee's growth plan at the Human Resources Department. Any further changes to the plan shall be retained both by the advisor and employee. The records of the advisor on a given employee shall be retained and a copy turned over to any succeeding advisor.
- 9.1.11 By December 1 of each year, the District shall provide the Association with a list of any employees whose assignments and credentials make them subject to these professional growth requirements. Failure to provide this list or the failure to include all names subject to these requirements shall not absolve any employee of his/her responsibility to comply with the State's requirements to maintain credentials.

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

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

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

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

9.2 (contract section and language removed)

9.3 Employer/Employee Relations Committee

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

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

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

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

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

9.4 San Joaquin County Outdoor Education Program

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

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

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

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

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

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

9.5 Job Sharing

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

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

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

10. PART-TIME EMPLOYMENT/EARLY RETIREMENT

10.1 Part-time Employment

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

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

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

10.2 Early Retirement Options

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

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

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

10.2.2 The retiree shall be provided opportunity to serve forty-five (45) days per school year and receive the same salary percentage increase as regular teachers. Retirees serving the full 45 days shall receive \$13,495 with prorated increments for total time less than 45 days. This figure shall not exceed the STRS (State Teachers' Retirement System) maximum allowable earnings. The schedule of payment shall be as requested by the retiree within the constraints of the law.

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

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

10.2.5 Working Hours for 45-Day Retirees

Hours for 45-day retirees who are working at a school site shall be the same as teachers' at that school site. If a 45-day retiree travels from one site to another site, the travel time shall be counted as part of his/her work day.

Forty-five day retirees who work in the District offices, Instructional Media Center, Special Education Office, or other support services buildings will have the same work hours as the staffs in those particular buildings. Non-site hours for 45-day retirees will be eight (8) hours per day inclusive of lunch.

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

10.3 Accumulated Sick Leave

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

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

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

10.4 Retirement Notice Incentive

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

11. placeholder for defunct article
(previously ORGANIZATIONAL SECURITY)
removed per TA dated June 12, 2020

12. PRESCHOOL (PreK) PROGRAMS

12.1 All PreK (Early Childhood Education / School Readiness) teachers shall be full bargaining unit members with full privileges and benefits. Accordingly, PreK teachers are fully covered by this Agreement, with anything unique to PreK to be addressed in this article.

12.2 Program Position and Salary (See Appendix G)

12.2.1 Definition

Early Childhood Education / School Readiness (PreK) teachers shall refer to teachers filling a CTC Permit Matrix teaching position in an Early Childhood setting serving birth to pre kindergarten children and/or children enrolled in a childcare setting. PreK teachers shall include the following positions: PACE Teacher, Standard Preschool Teacher, Standard Permit Teacher, Head Start Teacher, Head Start Associate Teacher.

12.2.2 PreK Positions and Rates/Hours (Subject to 12.5):

Preschool teachers (other than Special Education) shall be paid according to the chart below:

Position	Salary Schedule	Hours/Day Base
Standard Preschool Teacher	Standard Permit Teachers' five (5) hour day	five (5)
Standard Permit Teacher	Preschool eight (8) hour day	eight (8)
PACE Teacher	PACE Permit Teacher seven (7) hour day	seven (7)
Head Start Teacher	Head Start Teacher eight (8) hour day	eight (8)
Head Start Associate Teacher	Head Start Associate Teacher eight (8) hour	eight (8)
ECE Program Specialist	ECE Program Specialist eight (8) hour day	eight (8)

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

12.4 Fringe Benefits

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

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

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

12.7 Transfer Acknowledgement

12.7.1 Any transfer into PreK or out of PreK shall be voluntary.

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

12.7.3 Transfers into (or out of) PreK shall be given equivalent year placement/credit for their teaching experience (including PreK, TK-12, and Adult) and education. See 17.12 for additional information on transfers between PreK, Adult, and TK-12 programs.

12.8 Relief Periods

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

12.9 Adult-Student Ratio

Early childhood shall maintain adult-student ratios and class sizes conforming to standards stipulated by the California Department of Education (CDE), Head Start Performance Standards, and Community Care Licensing (CCL).

12.10 Hours

12.10.1 Meetings

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

12.10.2 Multi-Site / Substitute Compensation

Mileage reimbursement shall be paid for distance traveled between two PreK locations worked on the same day. This includes substitute teachers covering two shifts and includes PreK teachers substituting a second shift in addition to their regular teaching assignment.

Substitute pay for PreK class coverage shall be according to the position's hours with students, reporting time, and account for substitutes mitigating late parent pick up as needed.

12.10.3 Late Pickup Time

Whenever PreK teachers must remain on site beyond their assigned time due to parent/guardian failure to pick up their children at the close of school, the teacher must report the late pick up to the ECE office and will be compensated on a timesheet to be submitted monthly.

12.10.4 Regular Work Day

Preschool teachers (Standard, PACE, Head Start, Head Start Associate) work days shall adhere to 6.6 (reporting time).

12.11 Implementation Support

12.11.1 Comparability Fulfillments

District PreK teachers are excused from teacher collaboration (as in 6.5) and parent conference/engagement hours (as in 6.20), with each to be considered "already fulfilled" in light of parallel PreK program components within the contractual work day. This shall not excuse preschool teachers from Back to School Night and/or spring Open House as pertinent to their site.

12.11.2 Auxiliary Release Days

Each PreK teacher shall be annually allocated two (2) auxiliary release days to mitigate the fulfillment of program requirements as delineated by program funding source, utilized at each teacher's discretion. One day is to be utilized in fall and one day is to be utilized in spring.

PreK teachers on long-term additional assignments of at least thirty (30) school days in the fall shall be allocated one (1) extra auxiliary day for the fall. The same shall be true for the spring. This shall not exceed two (2) extra auxiliary days for the two semesters combined. The District shall proactively notify PreK teachers of auxiliary-release days availability and track its usage.

12.12 Pupil Attendance

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

12.13 Evaluation

Evaluation practices of preschool teachers shall be based upon the California Standards of the Teaching Profession, implemented so as to be developmentally appropriate for the ages and needs of the preschool children. District and site expectations concerning instructional strategies, curriculum, technology, etc. shall all be adjusted and applied in light of the context of teaching preschool children accordingly.

12.14 Wraparound Protections

All PreK protocols, including any not explicitly listed in this article, shall simultaneously uphold children's rights and teacher protections.

13. SUMMER LEARNING ACADEMY

13.1 Settings and Timeframes

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

13.2 Schedules

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

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

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

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

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

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

- c. Elementary orientation and preparation: Elementary-site programs shall include 10 (ten) compensated hours before the summer program starts, without students, scheduled reasonably at site discretion. These hours shall include at least 6 (six) hours of teacher in-room preparation time, with up to 4 (four) hours consisting of professional development and/or meetings.

- 13.3 Class size for SLA must be no more than 20 to 1 at the elementary level (with 20 as a hard cap), and 32 to 1 at secondary level (with 32 as a hard cap).
- 13.4 SLA teacher salary schedule shall be in accordance with the teacher's hourly rate (see Appendix G), paid through the timesheet submission and payment cycle.
- 13.5 Teachers shall not be required to teach SLA. Participation in SLA is optional for teachers.
- 13.6 SLA teachers shall be given preference for the SLA teaching vacancies at their own school site provided such teachers are appropriately credentialed to teach the subject matter. If a sufficient number of current SLA teachers are not available to teach at any given SLA site, that site will work with Human Resources and the Stockton Teachers Association to identify teachers eligible to work at the appropriate level/subject/assignment provided they hold the appropriate credential pertinent to the teaching assignment.
- 13.7 SPED/RSP Support
- a. Ed Specialists (herein referring to Resource Specialists and SDC teachers) shall provide support in SLA classrooms in which students are identified to receive targeted intervention. Any such Ed Specialist daily schedules shall accordingly mirror that of classroom teachers (same hours, single site), except when the assignment is posted as being on a consulting and/or itinerant basis with hours and/or site(s) explicitly differing from classroom teacher assignments.
 - b. Ed Specialist instructional support may consist of whole-class co-teaching, and/or individual student support, and/or delivering small group instruction. All such Ed Specialist support for students may also include those who have historically struggled academically, as well as those who experienced significant learning loss and/or chronic absenteeism.
 - c. Under no circumstance shall SLA Ed Specialists be required or expected to deliver SAI minutes as per a student's IEP, nor to complete case management duties. However, upon a student's enrollment, the student's classroom teacher(s) and any relevant Ed Specialist(s) shall be alerted to the student's pertinent IEP accommodations that may best support the student in the SLA setting. This is to equip general education teachers, administration, and Ed Specialists (as available) to collaborate on best practices for student accommodations and/or differentiation.
- 13.8 The District/site shall make every effort to notify selected SLA teachers no later than May 15. Teachers must respond to selection notification no later than ten (10) calendar days from the date of mailing of the notification. The District/site must provide SLA teachers with their SLA notice of assignment by the last teacher work day of the normal school year.
- 13.9 The District/site reserves the right to determine staffing needs of SLA teachers based on enrollment figures and to adjust staffing based on enrollment.
- 13.10 A change in assignment shall be agreed upon and between site leader and teacher.

- 13.11 The teacher shall have the right to request and shall receive written reasons when a change of assignment is made.
- 13.12 One (1) day of SLA sick leave shall be granted to each SLA teacher per shift. Such sick leave shall be limited and is cumulative to summer school usage, and is not involved with regular per-diem employment sick leave. Each site is responsible for classroom coverage if a teacher is unable to perform teaching duties as planned.
- 13.13 At the end of the summer session, a summer school teacher may opt to be paid for the one (1) day of unused sick leave per shift earned during the current summer session. Payment for the one (1) day of unused summer session sick leave per shift will be made at the teacher's request and at the teacher's daily summer school rate. The request for pay for unused sick leave will be made no later than the last day of the summer session. If the teacher elects not to be paid, the sick leave day per shift accumulates in accordance with contract language.
- 13.14 The following leaves do not apply and cannot be used during summer school:
(1) Pregnancy, (2) Emergency, (3) Class B, (4) Dependent, (5) Maternity,
(6) Child Rearing, (7) Adoption, (8) Legislative, and (9) In-Service.
- 13.15 Teacher evaluation is no longer part of Summer Learning Academy and accordingly will not occur.
- 13.16 Lead Teachers

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

- a. Any Lead Teacher's compensation will be their hourly rate.
- b. On the instructional days of an elementary SLA program, the Lead Teacher's hours and sick leave provisions shall mirror those of teachers working the program, plus an additional 15 minutes at the beginning and end of the normal teaching shift. This adds 30 compensated minutes per instructional day of the program for the lead teacher, such that the Lead Teacher nets 5.5 compensated hours instead of 5.
- c. On the instructional days of any secondary SLA program, the Lead Teacher's hours likewise include an additional 15 minutes at the beginning and end of shifts they are present on site to support.
- d. Additional time will be compensated (and proactively disclosed) for time asked of the Lead Teacher to be "on call" for support (or remote support) of other shifts (secondary PM, evening-remote, ELOP, etc.).
- e. No more than 9.5 compensated work hours may occur per instructional day (e.g., 7:30am – 5:30pm with a duty free 30-minute lunch).

13.17 Program Preparation and Potential Extra Trainings

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

13.18 Intersession for High Schools

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

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

14. TEACHER/ASSOCIATION RIGHTS

14.1 Facilities

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

14.2 Member Communications

14.2.1 Bulletin Boards

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

14.2.2 District Mail

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

14.2.3 Association Use of District Email

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

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

14.3 Association Business

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

14.4 Information Rights

14.4.1 The District shall provide the Association with contact information on the Association unit members, which shall include new hires and temporary teachers. The information shall be provided to the Association President in digital or electronic format once a month. The

contact information shall include the following items (if provided by the employee and is readily available).

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

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

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

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

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

14.4.6 New Teacher Orientation

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

14.4.6.1 Annual Orientation

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

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

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

14.4.6.2 Monthly Orientations

For teachers hired after the annual orientation, monthly orientations shall be held except when the Association president mutually agrees with the District to postpone. The Association shall be invited and permitted to send Association representatives (including CTA representation) to any monthly new Employee orientation.

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

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

14.4.7 Contract Benefits

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

14.5 Adverse Action

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

14.6 Non-Discrimination

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

14.7 Constitutional Rights

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

14.8 Personnel Files of Teachers

- a. Personnel files will be located in the Human Resources Office. Upon request, the teacher may review the file, except for materials that were obtained prior to the employment of the teacher involved, were prepared by identifiable examination committee members, or were obtained in connection with a promotional examination. Upon request of the teacher, the teacher may be accompanied by an Association representative. Inspection of personnel files must be made at times when the employee is not required to render service to the District. An appointment to inspect a personnel file must be made at least 24 hours in advance.
- b. Derogatory materials shall not be placed in the teacher's personnel file until the teacher is given notice and opportunity to review and comment thereon. The teacher's comments, if any, will be attached to the derogatory material. A teacher may review the derogatory material during the teacher's work day without deduction of pay, provided that the review shall occur at times when the teacher is not scheduled to provide services to pupils.

14.9 Complaints Regarding Teachers

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

14.10 Individual Contracts

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

14.11 Instructional Materials and Technologies

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

14.12 Access to Duplicating Facilities

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

14.13 Committees and Task Forces

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

14.14 Bilingual Education

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

14.15 Third Party Requests for Member Information

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

15. TEACHER SAFETY

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

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

- a. SUSD Police Department
 - b. Campus Security Monitors
 - c. Security Communication Systems
 - d. Utilization of a SUSD tiered behavioral response system to effectively manage classroom environment, and progressive student discipline, which may result in suspensions, expulsions, and/or alternative outcomes. Sites shall annually review, update, and distribute to site staff procedures for dealing with life threatening and potentially dangerous situations.
 - e. Proactively notifying teachers with safety-relevant student information. Administrators will notify teachers as per Education Code 49079 of any students enrolled in their class that meet Educational Code 49079 criteria as having a history of school related infraction. This shall be done annually and as soon as the school becomes aware of this information during the school year.
 - f. Teachers will be notified of known Support Plans, such as Behavior Intervention Plans, 504 plans, IEPs, etc. annually and as soon as the school becomes aware of this information during the school year.
- 15.2 Any teacher may submit to the District a written recommendation for suspension/expulsion from school of any student who, in the judgment of the teacher, acts in such a manner as to constitute any clear and ongoing danger to such teacher. The District shall provide such teacher a written response indicating the disposition of the recommendation.
- 15.3 To the extent permitted by law, teachers may use reasonable force to protect themselves from attack, to protect another person or property, or to quell a disturbance threatening physical injury to others. District will offer training and written guidance in proactive classroom management, positive behavioral intervention and support, as well as appropriate preemptive strategies to address potentially dangerous and/or disruptive student behavior.
- 15.4 Should any person physically or verbally assault, attack or threaten any teacher in the presence of other school personnel or pupils and at a place which is on school premises or public areas adjacent

to school premises or at some other place if the teacher is required to be at such other place in connection with assigned school activities, the teacher shall report the physical or verbal assault, attack or threat to his/her immediate supervisor within twenty-four (24) hours, if possible. The administrator or his/her designee will acknowledge the receipt of the report within five (5) school days. The administrator or his/her designee will notify the unit member of the results of the investigation within a reasonable time.

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

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

- 15.13 Examinations for tuberculosis, as arranged by the District, will be required every four (4) years at no cost to the teacher.
- 15.14 The District will make every reasonable effort to find alternate sites when classroom temperature exceeds 95 degrees Fahrenheit or goes below 60 degrees Fahrenheit.
- 15.15 The Association and District will work together to increase school safety. The site Liaison Committee, through the School Site Council, will help to bring safety concerns forward to the Association/District Safety Committee. Committee meetings shall be scheduled no less often than quarterly, with meeting times and locations being posted on the district website as well as being emailed to all district staff. The association reserves the right to appoint members to the committee equivalent to the number of District representatives. For purposes of safety, the Association/District Employer/Employee Relations Committee will act as the Association/District Safety Committee.
- 15.16 All classrooms shall have an operable system of communication. Peepholes will be installed in classroom doors that do not have adequate visibility.
- 15.17 Both teachers and the Administrators will adhere to and enforce CA Education Code 48910, the teacher's right to suspend from the classroom, with fidelity.
- 15.18 Annually, each Principal shall establish a committee consisting of various staff members which shall develop and/or review a set of written procedures which shall be distributed to the staff within the first week of school and shall be reviewed at a staff meeting within the first quarter. association members that volunteer for this committee may have to work outside their regular work hours and will do so voluntarily and without additional pay.

These procedures shall include, but not be limited to:

- a. Student Code of Conduct for the school, including the teacher's right to suspend from the classroom (Education Code 48900-48912)
 - b. Emergency and Disaster Plans
 - c. Reporting and handling of assaults on teachers and students
 - d. Medical emergencies
 - e. Safety procedures for before and afterschool meetings or events and meetings or events on non-instructional days (including weekends)
- 15.19 Rules for all school site visitors shall be posted prominently at each site and handed out to visitors who are not regular volunteers. The rules shall include any State laws pertinent to conduct of parents and visitors while on school grounds and will be communicated to parents and the community through appropriate means.
 - 15.20 Teachers must not be prompted or expected to rearrange, move, or change physical classroom contents to accommodate someone else's use of the room. This shall not be construed to limit the District's ability to ensure safety and legal compliance of classroom arrangement and contents.

Examples of “appropriate prompts” to teachers regarding room arrangement:

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

Examples of “inappropriate prompts” to teachers regarding room arrangement:

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

16. TEACHER TRAVEL

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

17. TRANSFER AND ASSIGNMENT

17.1 General

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

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

17.2 Definitions

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

17.2.2 A voluntary transfer is teacher-initiated.

17.2.3 An involuntary transfer is District-initiated.

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

17.2.5 A life level is one of the following:

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

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

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

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

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

17.2.8 Order of Seniority

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

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

17.3 Transfer Criteria For Pass-Over Process

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

17.3.1 Special Programs

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

17.4 Voluntary Transfers

17.4.1 Eligible Teachers

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

17.4.2 Ineligible Teachers

Any teacher receiving one (1) final unsatisfactory performance evaluation shall be denied the voluntary transfer provision as outlined in this Agreement absent special circumstances as determined by the Assistant Superintendent of Human Resources after consultation with STA and teacher in the subsequent year. Temporary and substitute teachers are not eligible to participate in the voluntary transfer provision as outlined in this Agreement.

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

17.4.3 Notice

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

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

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

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

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

17.4.4 Selection

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

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

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

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

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

17.4.6 Voluntary Seniority Transfer

17.4.6.1 Timing and Notifications

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

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

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

17.4.6.2 Eligibility and Selection

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

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

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

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

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

17.5 Involuntary Transfers (Rebalancing)

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

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

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

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

17.5.3 The order of teachers making selections shall follow order of seniority per 17.2.8.

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

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

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

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

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

17.5.6 Involuntary Transfer Pass-Over Provision

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

17.5.7 Exclusions

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

17.6 Special Positions (Historically Specially Funded Positions)

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

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

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

- a. No vacancy exists at the location and/or no temporary contract teachers are employed at that location.

- b. The teacher requests and is qualified to accept another assignment. A reasonable effort shall be made to place the teacher in an assignment for which he/she is qualified by training and experience and which is similar to the former assignment.

17.7 Assignments

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

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

17.7.3 Limitations

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

17.8 Temporary Teachers/New Teachers

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

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

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

An example of such special circumstances could include (if agreed to by all three parties), but is not limited to, the teacher having entered the District with two or more years of

experience and already feels a new position may be more suitable. Another example could be that a site reduction/collapse of a class would inherently rebalance a new teacher to another site, but all three parties concur that the teacher is best-fit to remain at their current site by taking a different assignment that happens to be vacant. Article 17.8.3 (newly hired teachers) does not supersede contract provisions concerning rebalancing and/or Involuntary Transfer/Reduction in Force (see Article 17.5).

17.9 New Schools

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

17.10 Movement Between Adult, Preschool and TK-12 Programs

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

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

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

17.11 Transfer Request for Probationary Teacher

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

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

17.12 Mutual Agreement Transfer

17.12.1 Defined

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

17.12.2 Process

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

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

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

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

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

17.13 Exchange Transfers

17.13.1 Defined

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

17.13.2 Timelines and Authorization

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

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

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

18. WAGES

18.1 Salary Schedules

18.1.1 Teachers shall be paid on the salary schedules set forth as reflected in the appendices.

18.1.2 Addition of longevity increase for 27 years, column E and F effective July 1, 2000. This longevity increase will apply to Adult Education and Vocational Education Teachers.

18.1.3 Class 1A is for teachers with emergency credentials, waivers only, or intern credential. This column does not apply to teachers with Vocational Education credentials (please refer to side letter dated 12/11/00).

18.1.4 Effective July 1, 2003, newly hired teachers who participate in the new teacher in-service shall be paid the daily substitute rate for up to five (5) additional orientation days at the beginning of the year (refer to section 6.18.3).

18.1.5 Attraction/Retention Supplemental Plan for 2021-2022 and 2022-2023 to Augment Total Compensation

a. Up to \$5,000 tuition reimbursement to the following:

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

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

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

c. Teacher signing bonus for new hires:

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

ii. All other newly-hired teachers besides Math, Science, a Special Ed: paid a total of \$5,000 (\$2,000 mid-year check; \$3,000 upon completion of the school year)

*All signing bonuses and reimbursements for subsection 18.1.5 will sunset June 30, 2024.

18.2 Salary Increases

- 18.2.1 The parties are committed to the concept of “total compensation” and recognize that an employee’s compensation increase is the total of the salary and any funded increase in benefits.
- 18.2.2 Effective July 1, 2013, District salary schedules were increased by one percent (1%). The schedules shall be adjusted as set forth in section 18.14. There shall be no increase to the Master’s stipend and Ed.D. and Ph.D. stipend. Salary increase was effective July 1, 2013.
- 18.2.3 Effective July 1, 2013, District salary schedules shall be increased by three (3%) percent above the current level (above levels of 18.2.2) to include 45–day consultants, the teacher hourly salary schedule; extra pay for department chairperson, Master’s stipend, Ph.D. stipend, preschool teachers, long term-substitutes, daily substitutes, and those percentage stipends paid off the stipend base salary. Salary increases shall be retroactive effective to July 1, 2013.
- 18.2.4 Effective July 1, 2014, District salary schedules shall be increased by three (3%) percent above the current level (above levels of 18.2.3) to include 45–day consultants, the teacher hourly salary schedule; extra pay for department chairpersons, Master’s stipend, Ph.D. stipend, preschool teachers, long term-substitutes, daily substitutes, and those percentage stipends paid off the stipend base salary. Salary increases shall be retroactive effective to July 1, 2014.
- 18.2.5 Effective June 30, 2015, after the close of the business day, the salary schedule shall reflect a 5.5% salary increase (above levels of 18.2.4) for additional services for students as reflected in Article 6 – Teaching Hours, for teacher collaboration (6.5.1); professional development (6.18.1) and parent engagement (6.20.1).
- 18.2.6 Upon ratification, a one percent (1%), off-schedule payment, shall be paid to bargaining unit members based upon the 2013-2014 salary schedule. Section 18.2.3 shall be applied prior to the implementation of this off-schedule payment.
- 18.2.7 The District and the Association agree that effective upon ratification by both Parties, all salary schedules shall be increased by four (4%) percent above levels of 18.2.6) for the 2015-2016 school year retroactive to July 1, 2016.
- 18.2.8 The District will pay a one-time payment of \$1,500 for all unit members employed during 2016-2017 and all unit members who retired in 2015-2016.

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

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

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

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

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

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

Exclusions:

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

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

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

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

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

compensation and to any retro payments calculated for the 2023-2024 contract year onward.

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

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

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

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

Exclusions:

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

- d. Beginning with the 2024-2025 school year:
 - The parties recognize that retired consultant rates (after having the above increases applied) shall exceed \$350/day for a 6-hour day (see section 18.21 for rates).
 - The short-term daily substitute rate shall now be established as 2/3 (two thirds) of the Column 1A per-diem rate.
 - The long-term daily substitute rate shall now be established as 3/4 (three quarters) of the Column 1A per-diem rate.

18.3 Extra Days Worked

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

18.4 Original Placement on Schedule

18.4.1 Placement in the appropriate class shall be determined by the number of units earned beyond the bachelor's degree.

18.4.2 All degrees and units, including those earned in the armed forces, shall be issued by an accredited institution, as recognized by the U.S. Department of Education.

18.4.3 Foreign transcripts shall be evaluated by a recognized transcript evaluation service.

18.4.4 Degrees shall be acceptable if they are issued by an accredited institution, as recognized by the U.S. Department of Education.

18.4.5 Teachers employed with outside experience shall be given year for year credit up to the maximum possible of 24 steps on the adopted salary schedule.

18.4.6 A maximum of four (4) year's salary experience credit shall be granted for full-time teaching in the military service, service with the Peace Corps or VISTA.

18.4.7 Experience for salary placement purposes shall include all experience in positions which meet California certification requirements.

18.5 Step Requirements-Salary Schedule Advancement

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

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

18.6 Upper division and graduate courses may be taken for salary advancement without prior approval. A teacher may receive credit for more than fifteen (15) such units taken in one (1) year only with the prior approval of the District.

18.7 Vertical advancement on the salary schedule for a part-time teacher occurs only after accumulation of experience equal to a full year of teaching. For purposes of this section, the percentage of part-time service to be credited shall be based upon a five-period teaching day at the secondary school level, or the normal daily assignment by grade at the elementary level. Part-time teachers shall get credit for advancement on the salary schedule equal to that percentage of the teaching load they

carry. They shall, nonetheless, receive their percentage credit if they work at least 75 percent of the schedule.

18.8 Unit Conversion

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

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

- 18.10 Lower division course units may be applied for advancement on the salary schedule only after prior approval by the Assistant Superintendent or designee and certification by the Principal to whom the teacher reports, and
- a. Courses proposed to be taken shall be timely and applicable to the subjects which the teacher is currently teaching, and
 - b. Are limited to four (4) units for each fifteen (15) applied for advancement purposes plus nine (9) lower division ethnic study units. No teacher may use more than nine lower division ethnic study units for advancement on the salary schedule.

18.11 Notification to Change Class on Salary Schedule

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

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

18.12 Practice Teaching Supervisors

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

18.13 Compensation Plan

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

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

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

18.13.4 Intern Support Teachers

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

18.14 Salary Schedule Adjustments

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

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

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

18.16 Additional Salary Schedules

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

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

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

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

18.16.2 Stipend Base Salary Anchors

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

18.16.3 Extra Duty Pay for Athletic Coaches and Other Assignments

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

For the 2022-2023 and 2023-2024 school years only (after which it shall revert to the updated increment codes chart in 18.16.3.e), the athletics increment stipends schedule shall add the following stipends such that each comprehensive high school will have 18 additional assistant coach positions as follows (Level 2):

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

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

- d. For athletics stipend increments schedule placement, documented athletics coaching experience shall qualify interchangeably across increment stipends regardless of sport type, sport gender, or coaching role. Placement shall also include experience outside the District only when verifiable.

- e. Athletic coaches shall receive extra duty pay according to the schedule listed on the Athletic Increment Codes of the salary schedule- which shall adhere to the following:

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

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

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

Assignments	Tier (match athletics chart)
High School Activities Director Band (3: per season basis like cheer or athletic director)	1
Lead SkillsUSA/HOSA Advisor, Mariachi, Choir, Drama, JROTC	2
SkillsUSA, HOSA, Competitive Speech and Debate, MESA, Mock Trial, Academic Decathlon	3
Annual/Yearbook, Newspaper	4
N/A	5

18.16.4 Amount Paid in Addition to the Salary Schedule

18.16.4.1 Degree Stipends

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

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

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

18.16.4.4 Starting with the 1989-1990 school year, middle school department chairpersons shall receive 75% of the high school department chairperson stipend listed in

Section 18.16 including 75% of the amount for teaching periods in the departments above 25. A department shall consist of three (3) or more teachers assigned to the same or related subjects for 60% or more of the instructional day. Departments shall be confirmed by the site administrator and the Assistant Superintendent of Educational Services or his/her designee.

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

18.16.4.6 Bilingual Stipend

Unit members shall receive a stipend equal to 2.5% of the Stipend Base Salary who qualify as functionally bilingual in any language in addition to English (including ASL) as determined by at least one of the following:

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

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

18.16.4.8 Department Chair Extra Pay

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

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

18.16.4.9 National Board Certification

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

18.17 Work Year for Support Personnel

Position	Days in addition to teacher year	Base Salary Index: 1st year in position	Base Salary Index: 2nd year in position
Librarian	+10	1.06	1.08
Instructional Specialist	+ 2	1.06	1.08
Multicultural Specialist	+ 2	1.06	1.08
Program Specialist	+ 2	1.06	1.08
Other Specialist	+ 2	1.06	1.08
Team Leader	0	1.06	1.08
Walton Team Leader	0	1.06	1.08

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

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

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

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

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

Old conversion structure:

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

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

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

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

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

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

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

New conversion structure:

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

- One (1) year industry work experience in the credentialed CTE field approved paralleling CTC guidelines
- Fifteen (15) academic units (inclusive of vocational training education in credentialed CTE field) = 1 VE
- Official licensing (inclusive of industry certificates) in the credentialed CTE field (15 units Equivalency) = 1 VE
- BA is equivalent to 3 VE; MA is equivalent to 2 VE more than a BA

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

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

18.19 Longevity

a. PreK (Preschool) Longevity Stipend

PreK teachers shall annually receive longevity stipends commensurate with their in-District longevity as shown below. Effective July 1, 2024, the previous longevity stipend format is replaced with the following:

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

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

b. Longevity Stipend

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

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

The intent of this language is to be applied as follows:

- The employee’s anniversary date is what triggers qualification for years-progression.
- Upon reaching a completion date causing movement along the chart above, prorated longevity stipend payments will begin starting the following month.
- All such longevity stipends shall be paid in equal monthly installments over the year. Prorated amounts are the same size as non-prorated amounts; the number of months paid is what changes.
- Actual payment implementation will begin (for employees whose anniversary date qualifies them for a longevity tier) beginning July 1, 2025, making 2025-2026 the first year of payments.

18.20 Elementary Prep Stipend

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

18.21 Retired Consultant Hourly Rate

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

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

19. SPECIAL EDUCATION

19.1 Walton Special Center

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

19.1.2 Salary

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

19.1.3 Adult-Student Ratio

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

19.1.4 Hours

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

19.1.4.2 Any teacher working less than full time (whether through job sharing per article 9.5 or otherwise working part-time) shall be paid proportionately as per past practice.

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

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

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

19.1.5. Transfer Acknowledgement

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

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

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

19.1.6 Extended School Year (ESY) at Walton

- a. ESY will take place immediately following the end of the regular instructional year, with its exact dates identified and announced by the District via program postings for teacher recruitment, communicated no later than April 1.
- b. Student hours will be 8:00 am to 12:00 pm, (with teaching hours being 7:45 am to 12:15 pm to reflect Reporting Time per Article 6.6). Teachers shall be compensated for an additional 30 minutes of preparation time per day, resulting in a five (5) hour day.
- c. ESY Walton Teachers' salary schedule shall be in accordance with the teacher's hourly rate (see Appendix G). ESY Walton teachers shall be paid twice: (a) on or about July 15 for days worked in June; (b) on or about August 15 for days worked in July.
- d. In the event transportation is delayed in picking up a student from the site, the student's teacher will be compensated to the nearest quarter hour at the hourly rate for supervising any time past the teacher's 15 minutes after-school reporting time. Teacher prep time must be accounted for separately from any such transportation-delay supervision of students.
- e. The first day for teachers shall be a day for orientation and preparation without students, with no more than two (2) hours allocated to orientation of the five (5) hour day.
- f. Walton teachers shall not be required to teach ESY. Participation in ESY is optional for Walton teachers. However, Walton Teachers shall be given preference for the ESY teaching vacancies at Walton provided such teachers are qualified to teach the subject matter. If a sufficient number of current Walton teachers are not available to teach ESY, the site will work with Human Resources and the Stockton Teachers Association to identify teachers eligible to work at Walton provided they hold the appropriate credential to teach ESY at Walton.
- g. The District shall make every effort to notify selected ESY teachers no later than May 15. Teachers must respond to selection notification no later than ten (10) calendar days from the date of mailing of the notification. The District must provide ESY teachers with their ESY notice of assignment by the last teacher work day of the normal school year.

- h. No IEP development or meetings will take place during ESY with the exception of: amendments to address incidents when documentation is required; at parent request; or when necessary to address procedures that are required by law.
- i. The District reserves the right to transfer Walton ESY teachers based on enrollment figures and to terminate employment based on enrollment and staffing needs. A change in assignment shall only be made for good and sufficient reason. The teacher shall have the right to request and shall receive written reasons when a change of assignment is made.
- j. One (1) day of sick leave shall be granted to each ESY teacher. Such sick leave shall be limited and is cumulative to summer school usage, and is not involved with regular employment sick leave.
- k. At the end of the summer session, a summer school teacher may opt to be paid for the one (1) day of unused sick leave earned during the current summer session. Payment for the one (1) day of unused summer session sick leave will be made at the teacher's request and at the teacher's daily summer school rate. The request for pay for unused sick leave will be made no later than the last day of the summer session. If the teacher elects not to be paid, the sick leave day contract language.
- l. The following leaves do not apply and cannot be used during summer school:
 - (1) Pregnancy, (2) Emergency, (3) Class B, (4) Dependent, (5) Maternity, (6) Child Rearing, (7) Adoption, (8) Legislative, and (9) In-Service.

19.2 Caseloads

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

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

19.2.2 Site-Specific RSP Teachers

- a. The caseload for an RSP teacher must not exceed 27 students (pursuant to 19.2.1) whenever the RSP teacher provides services solely at one site. (Note: This provision is inclusive of TK-8 RSP and high school RSP.)
- b. Whenever an RSP teacher is tasked with providing services at more than one site their maximum caseload must instead be 26 students (pursuant to 19.2.1).

19.2.3 Itinerant Assignments

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

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

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

19.2.4 Caseload Site Changes

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

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

19.2.5 Caseload Reduction Procedure

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

The case manager will be responsible for informing the District when their caseload reaches

(and also when it exceeds) the maximum limit; and the District will initiate the caseload adjustment within five (5) days of receiving notice from the case manager.

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

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

19.2.6 RSP Caseload Reporting

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

19.3 Case Management Support Mechanisms

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

A high school RSP resource period:

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

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

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

summary of completed tasks for the consumed CMR day, to be verified by site administrator.

19.4 Meetings, Training, and Curriculum

19.4.1 Monthly SPED Meetings

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

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

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

20. ADULT EDUCATION TEACHERS

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

20.1 Agreement/Recognition

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

20.2 Class Size

20.2.1 Attendance Accounting

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

20.2.2 Maximum Class Size

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

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

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

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

20.2.3 Minimum Class Size

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

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

20.2.3.3 Exceptions to the minimum of eighteen (18) students in attendance may be made by the District in classes offered irregularly, in classes which can be offered only

in limited classroom or laboratory facilities, in classes which are part of an experimental or pilot program, in classes subject to statutory or state regulation controlling class size, and in classes whose cancellation would constitute a hardship to the District or an educational disadvantage to students.

20.3 Evaluation

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

20.4 Fringe Benefits

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

20.5 Hours and Calendar

20.5.1 A full-time assignment in Adult Education is defined as 33.75 hours per five day week

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

20.5.3 Section 6.16 shall not apply to Adult Education Teachers.

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

20.5.5 The Adult School Calendar shall be as listed in 6.18.

20.5.6 Adult Education Teacher Reporting Time

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

20.6 Leaves

Full Time Adult Education Teachers shall be entitled to all leave provisions as set forth in Article 7. For Adult Education Teachers working as less than 1.0 FTE status, leave provisions will accrue on a prorated basis.

20.7 Summer Session

20.7.1 Summer Session for SFA shall:

- take place immediately following the end of the regular instructional year, with its exact dates identified and announced by the District via program postings for teacher recruitment, communicated no later than April 1.

- consist of 4 (four) hours of student instruction per day and an additional one (1) hour of on-campus preparation time per day.
- have student hours of 8:00 am to 12:00 pm (with teaching hours being 7:45 am to 12:45 pm). Teachers will be compensated for the additional one (1) hour for on-campus preparation time per day, resulting in a (5) hour day.
- SFA's Summer Session teachers shall be compensated in accordance with the teacher's hourly rate (Reference Appendix G).
- Full Time Adult Education Teachers will have the first opportunity to work SFA's Summer Session.

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

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

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

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

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

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

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

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

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

20.8 Evening Session

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

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

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

20.9 Wages

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

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

20.9.3 Longevity

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

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

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

20.9.6 Section 18.13.1 shall not apply to Adult Education Teachers.

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

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

20.10 Substitutes

20.10.1 Adult school shall arrange for its own substitute teachers.

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

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

21. DEFINITIONS

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

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

22. SUBSTITUTE TEACHERS

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

22.1 Class Size

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

22.2 Evaluation

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

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

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

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

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

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

- 22.2.5 If a substitute is charged pursuant to Education Code Section 44010, the substitute may be removed from duty, with pay, pending the completion of the investigation and the issuance of a formal complaint by the appropriate public entity. The substitute teacher's pay and return to service under such condition will be governed by Education Code Sections 44010 and 44940.
- 22.2.6 The District shall honor a teacher's request on the Teacher Report Form (see Appendix D) that a substitute not come back to his/her classroom.
- 22.2.7 The substitute may be restricted by the principal from serving at a particular school site for the remainder of the school year. The principal must request the restriction by completing the Substitute Teacher Evaluation form (see Appendix D for Short-Term or Appendix D for Extended-Term Substitutes) and submitting it to the Human Resources Office and the substitute. If the substitute requests a conference with the principal concerning the circumstances leading to the restriction, the principal shall grant the request. The principal's decision following the conference is final.

22.3 Grievance

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

22.4 Teaching Hours

- 22.4.1 Half-day substitute service shall constitute fifty percent (50%) of the current teacher's contracted day by level. One-half (1/2) day service is any service three (3) periods or less at the secondary level (7-12). In computing the periods, a preparation period counts, but the lunch period does not count.
- 22.4.2 Except in circumstances where the District does not provide reasonable advance notice, substitutes will report no later than thirty (30) minutes before the student reporting time at the site on the first day of a new assignment. Thereafter, for the same assignment, the reporting time shall be no later than fifteen (15) minutes prior to student reporting time.
- 22.4.3 After five (5) consecutive days on the same assignment, the substitute shall be responsible for classroom management. After the eighteenth (18th) consecutive day, the substitute will assume the duty hours and responsibilities of the regular teacher.

22.4.4 Elementary Planning and Preparation (see Section 6.3)

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

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

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

22.5 Leaves

Extended-term substitutes will not get paid for absences due to illness (except by utilizing 22.5.1 and 22.5.2 below) and bereavement leave; however, absences for these two (2) purposes shall not constitute a break in service and the substitute shall maintain the rate of pay at the time of the absence, when (s)he returns to the same assignment.

22.5.1 Substitute teachers shall be entitled to use accrued sick days beginning on the 90th day of employment.

22.5.2 Substitute sick leave shall accrue at the rate equivalent to (1) hour per every 30 hours worked.

22.5.3 Accrued sick leave is limited to the equivalent of 24 hours in a 12 month period. Unused Substitute sick leave shall carry over the following year of employment, but shall not exceed the equivalent of 48 hours in total at any time.

22.6 Liaison Committee

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

22.7 Summer School

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

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

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

22.8 Transfer and Assignment

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

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

22.9 Wages

The wage rates for substitute teachers shall be as follows:

22.9.1 Day-to-Day Substitutes

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

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

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

22.9.3 Extended-Term Substitutes: (19+ days)

After eighteen (18) consecutive days in the same assignment, an extended-term substitute shall be paid the minimum teacher's salary (Column 1A) on the teachers' salary schedule (Appendix G), with the following exception:

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

23. DISTRICT RIGHTS

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

24. NO REPRISALS/CONCERTED ACTIVITIES

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

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

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

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

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

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

25. RELATIONSHIP OF AGREEMENT TO BARGAINING OBLIGATIONS

25.1 Savings Provision

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

25.2 Effect of Agreement

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

25.3 Completion of Meet and Negotiations

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

25.4 Supersession

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

26. PEER ASSISTANCE AND REVIEW (PAR) PROGRAM

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

DEFINITIONS

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

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

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

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

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

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

26.1 Advisory Panel

26.1.1 Joint Teacher-Administrator Peer Review Panel-Composition

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

26.1.1.4 The District shall choose District administrator candidates.

26.1.2 Teacher Advisory Panel Member Qualifications

26.1.2.1 Teacher member must be fully credentialed classroom teacher with permanent status.

26.1.2.2 Teacher member must have three (3) years classroom experience out of the last five (5) years.

26.1.2.3 Teacher member must demonstrate exemplary teaching (as measured by two [2] consecutive commendable evaluations).

26.1.2.4 Teacher member must demonstrate an ability to work with adults.

26.1.2.5 Teacher member must demonstrate strong interpersonal skills.

26.1.2.6 Teacher member must demonstrate excellent written and oral communication skills.

26.1.3 Administrator Advisory Panel Member Qualifications

26.1.3.1 Administrator member must be a fully credentialed administrator with permanent status.

26.1.3.2 Administrator member must demonstrate exemplary abilities (as measured by consecutive commendable evaluations with no unsatisfactory or needs improvement ratings).

26.1.3.3 Administrator member must demonstrate an ability to work with adults.

26.1.3.4 Administrator member must demonstrate strong interpersonal skills.

26.1.3.5 Administrator member must demonstrate strong written and oral communication skills.

26.1.4 Selection of Teacher Advisory Panel Members

Advisory Panel vacancies will be posted to the STA membership during the spring posting process. Teacher members shall be instructed to apply directly to STA, who will screen the candidates to ensure they meet the qualifications as stated in 26.1.3. STA will have sole discretion as to which candidates will be selected based on qualifications. Panel members shall serve as members of the Panel for three (3) years. The initial Panel shall have staggered terms. The teacher Panel members shall have a 187-day contract during the term on the Panel. Joint Panel members shall receive a \$2,120.00 annual stipend for all services rendered related to PAR, effective July 1, 2006 in lieu of extra days per diem.

26.1.5 Advisory Panel Duties and Responsibilities

The Panel shall meet at times and places as they shall mutually determine. The Panel will meet at least six (6) times per fiscal year (July 1 – June 30). To meet, two-thirds (2/3) of the members of the Advisory Panel must be present. Such meetings shall take place during the

regular teacher workday. Teachers who are members of the Advisory Panel shall be released from their regular duties to attend meetings, without loss of pay or benefits. The business of the Panel shall be conducted during scheduled Panel meetings. The responsibilities of the Panel shall include the following:

1. Select Consulting Teachers.
2. Provide annual training for Advisory Panel Members.
3. Establish its own rules and procedures, including the method for selection of a chairperson.
4. Select trainers and/or training providers.
5. Establish an application process for selection of Consulting Teachers and Professional Development Teachers.
6. Determine the number of Consulting Teachers for each school year.
7. Assign Consulting Teachers.
8. Provide written notice of participation to referred teachers, to the Consulting Teacher, and the site administrator.
9. Establish an evaluation of the program, including the role and performance of Consulting Teachers.
10. Listen to oral reports presented by Consulting Teachers.
11. Review written reports by Consulting Teachers.
12. Prepare and present of reports to the District Superintendent.
13. Present recommendations concerning PAR participants to the Superintendent with the following statements: "After sustained assistance, was able to demonstrate satisfactory improvement" or "After sustained assistance, was not able to demonstrate satisfactory improvement." The overall vote of the Panel shall be included.
14. Prepare and present an annual review of the impact of the PAR program to the Governing Board with copies provided to the Superintendent and the STA Board, including recommendations for improvements.
15. Submit a proposed budget to the Director of Curriculum and Staff Development annually.
16. All proceedings and materials related to evaluations, reports, and other personnel matters shall be strictly confidential. Therefore, joint committee members and Consulting Teachers may disclose such information only as necessary to administer this article.
17. District agrees to indemnify and hold harmless and provide a defense to the Association and any Association-selected member of the Advisory Panel against any claims, cause of action, damages, grievances, administrative proceeding or other litigation arising from the Association's participation in Peer Assistance and Review. The Association retains the right to select its own attorney to represent it in such actions and will maintain complete control of the litigation. The District will pay the legal costs and fees in such actions.

26.2 Consulting Teacher

The PAR Advisory Panel shall select Consulting Teachers. Consulting Teachers shall serve as Consulting Teachers for a three (3) year term. In the first year of the program, Consulting Teachers shall be assigned staggered terms. In addition to regular salary, a Consulting Teacher shall receive \$4,240.00 annually for all work done related to the PAR Program, effective July 1, 2006 in lieu of

extra days per diem. The Advisory Panel must approve any work performed beyond the work year. The number of days beyond the work year, each year, shall not exceed ten (10) days. Consulting Teachers shall be released from their classroom assignment on a full-time basis for the duration of time they serve as a Consulting Teacher.

26.2.1 Consulting Teacher Qualifications

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

26.2.2 Consulting Teacher Duties & Responsibilities

- 26.2.2.1 Consulting Teacher will meet regularly with teacher participants for observations and discussions, and shall provide no less than 40 hours of assistance to each referred teacher participant per semester.
- 26.2.2.2 Consulting Teachers shall assist teachers by demonstrating, observing, coaching, conferring, and referring or by other activities, which in their professional judgment will assist those teachers assigned to them.
- 26.2.2.3 A Consulting Teacher shall serve on a full-time released basis and shall not be assigned more than ten (10) Referred Teacher Participants. If the Consulting Teacher has less than ten (10) Referred Teacher
- 26.2.2.4 Participants assigned, they may also be assigned Beginning, New, and Voluntary Participating Teachers, up to a maximum of two (2) for each Referred Teacher participant less than ten (10). Consulting Teacher shall consult with and provide guidance to pre-interns, emergency permit teachers, newly hired teachers that do not receive services from other programs, experienced teachers volunteering for the program, and those teachers required to participate in the PAR program.
- 26.2.2.5 Functions pursuant to this article by bargaining unit employee shall not constitute either management or supervisory functions. The consulting teacher shall continue all rights of bargaining unit members.

- 26.2.2.6 Upon completion of his/her service as a full-time release Consulting Teacher, each teacher shall be returned to his/her regular assignment held prior to becoming a Consulting Teacher.
- 26.2.2.7 Consulting Teacher shall participate in meetings with other Consulting Teachers in the District.
- 26.2.2.8 Consulting Teacher shall maintain a written log of contacts and support given to each Referred Teacher Participant, and Beginning or New teacher(s) as assigned.
- 26.2.2.9 Consulting Teacher shall document all observations, visitations and meetings.
- 26.2.2.10 Consulting Teacher shall meet with the Referred Teacher Participant to discuss the PAR program, establish performance goals, and develop the assistance plan and a process for determining the completion of the PAR Program.
- 26.2.2.11 Consulting Teacher shall meet with the Volunteer Participating Teacher volunteering for assistance and establish goals, and develop an assistance plan
- 26.2.2.12 Consulting Teacher shall conduct multiple observations during classroom instruction and provide immediate written feedback after each visit.

26.2.3 Consulting Teacher Rules and Procedures

- 26.2.3.1 Consulting Teacher shall monitor each Referred Teacher Participant or Beginning or New Teacher's progress and submit periodic results to the Advisory Panel.
- 26.2.3.2 Consulting Teacher shall provide continual assistance to the Referred Teacher Participant until it is concluded that the Referred Teacher Participant performance is satisfactory, and/or until it is determined that further assistance will not be productive, and/or the Consulting Teacher's term expires.
- 26.2.3.3 A copy of the Consulting Teacher's final report shall be submitted and discussed with each teacher. The Referred Teacher Participant must sign the final report before it is submitted to the Advisory Panel. Should the teacher refuse to sign the final report, such note shall be made on the final report and the final report shall be forwarded to the Advisory Panel.
- 26.2.3.4 The Consulting Teacher shall meet and consult with the site administrator regularly.

26.2.4 Consulting Teacher Performance

- 26.2.4.1 The Director of Curriculum and Staff Development shall act as the primary supervisor and liaison between the Advisory Panel and the Consulting Teacher. Performance evaluations shall be prepared by the Director of Curriculum and Staff Development for each Consulting Teacher and shall be reviewed by the Advisory Panel.
- 26.2.4.2 Failure by the Consulting Teacher to maintain confidentiality shall be grounds for immediate termination as a Consulting Teacher.
- 26.2.4.3 If it is determined that the Consulting Teacher shall not be retained for the following year, he/she shall be returned to his/her previous assignment.

26.3 Professional Development Teacher(s)

The Advisory Panel shall select the Professional Development Teachers. Professional Development Teachers shall serve a three (3) year term. For the initial year of the program, Professional

Development Teachers shall be assigned staggered terms. Professional Development Teachers shall be released from their classroom assignment on an as needed basis, in order to perform their assigned duties as Professional Development Teacher; Disruption to the classroom shall be held to a minimum. Professional Development Teachers shall serve one hundred and eighty five (185) day work year, and receive an annual stipend of \$2,650.

26.3.1 Professional Development Teacher Qualifications

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

26.3.2 Professional Development Teacher Duties & Responsibilities

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

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

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

26.3.3 Professional Development Teacher – Rules and Procedures

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

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

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

26.4 Referred Teacher Participant(s)

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

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

26.4.3 Consulting Teacher and site administrator are expected to establish a cooperative relationship and shall coordinate and align the assistance provided to the Referred Teacher Participant. The Site Administrator and Consulting Teacher shall meet and discuss the recommended areas of improvement and the types of assistance that might be provided by the Consulting Teacher. The Consulting Teacher's assistance and review shall focus on the specific areas recommended for improvement by the Referred Teacher Participant's Site Administrator in the improvement plan. These recommendations shall be written, aligned

with student learning, clearly stated, and consistent with Education Code Section 44662. These recommendations shall be considered the performance goals required in Education Code Sections 44644(a) and 44550(b) (2).

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

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

26.5 Voluntary Participating Teacher (s)

26.5.1 All communication between the Consulting Teacher and the Voluntary Participating Teacher shall be confidential and shall not be shared without written permission of the Voluntary Participating Teacher. The Consulting Teacher shall present written reports to the Voluntary Teacher only.

26.5.2 The purpose of participation in the PAR program for the Voluntary Participating Teacher is for assistance only, and the Consulting Teacher shall not participate in a performance review of the Voluntary Participating Teacher. Neither the Consulting Teacher nor the Advisory Panel shall forward any documents or information concerning the teacher's participation by any Voluntary Participating Teacher in the PAR Program.

26.6 Beginning or New Teachers (s)

26.6.1 A Consulting Teacher or Professional Development Teacher will be assigned to Beginning or New Teachers to provide assistance. Assistance shall be concentrated in the area of The California Standards for the Teaching Profession. All Beginning or New Teachers who are eligible for BTSA are required to participate in the BTSA Program.

26.6.2 The Consulting Teacher and the Professional Development Teacher shall have a cooperative relationship with the Beginning or New Teacher's site administrator.

26.6.3 The Consulting Teacher and/or the Professional Development Teacher shall make multiple observations of the Beginning or New Teacher. The Consulting Teacher and/or the Professional Development Teacher shall assist the Beginning or New Teacher as often as they deem necessary.

26.7 Additional Teacher Rights

26.7.1 The District agrees to indemnify and provide a defense for Consulting Teachers against any claims, causes of action, damages, grievances, administrative proceedings or any other litigation arising from the Consulting Teacher. The Consulting Teacher retains his/her right to select his/her own attorney to represent him or her in such actions. The District will pay legal costs and fees in such action.

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

26.8 PAR activity/language (26.1 through 26.7 and references to PAR elsewhere in the Agreement) is suspended through June 30, 2025.

- a. Until otherwise negotiated, any teacher who most recently received an Unsatisfactory final evaluation, shall, for the following year:
 - ...if currently referred to PAR is to be followed up with in 2025-2026.
 - ...evaluation-related support for teachers who most recently received a final evaluation of Unsatisfactory shall be parallel to that of teachers who received Needs Improvement.
 - ...shall not be reassigned any evaluator who has previously evaluated the teacher as Unsatisfactory.
 - ...shall be allocated a “site mentor” (paralleling existing practice; similar but not identical to an induction support provider and not necessarily from the teacher’s site). The District shall make every effort to pair appropriately experienced mentors for the teacher’s context (e.g. life level, subject, SPED, etc.). Selection and compensation shall parallel existing practice for site mentors.
- b. For anyone appointed to the PAR panel, 2020-2021, 2021-2022, 2022-2023, 2023-2024 and 2024-2025 each shall not be considered a year of their term.
- c. The District and the Association agree to form/maintain a committee of six individuals, three appointed by each party, to jointly continue crafting, modifying and/or developing a program to address the resources and supports needed by PAR candidates and make a presentation with recommendations to the bargaining teams for 2025-2028 Successor negotiations. The committee may meet during the work day with District paid release time, on a District-paid hourly basis outside the teachers’ work day, or both. The parties retain the option to mutually waive usage of this committee.

27. CONTRACT WAIVER

27.1 Purpose and Guidance

27.1.1 Purpose

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

27.1.2 Guidance (Chronological Overview)

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

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

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

27.2 Process

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

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

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

27.2.2 The contract waiver will be reviewed by the School Site Council. In addition to judging the educational value of the proposal, the School Site Council will assure that the plan is in conformance with the school plan. In reviewing the proposal, the School Site Council should work closely with the originators and others to consider or redefine the proposal and include timelines for implementation. Aside from waiver renewals (27.2.2.1), contract exceptions are granted for one (1) year at a time. In some cases, it may be necessary to implement the proposal for more than one (1) year. In no case shall a proposed contract exception exceed

two (2) years without an additional vote. Also, the School Site Council is responsible, along with the originators, to identify any conflicts the proposal may have with collective bargaining agreements, District regulations and State law. In making these identifications, the Council shall consult with STA and the District. The Council shall carefully consider ramifications and alternatives before determining a need for any contract exception, Board Policy waiver or State law waiver. (Conflicts with Federal law must be resolved prior to submission to the Assistant Superintendent of Human Resources or designee.)

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

27.2.2.1 Waiver Renewals

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

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

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

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

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

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

The proposal is then sent to the Superintendent for placement on the Board of Education agenda for its consideration. The requesting school will present its proposal to the Board of Education. The Superintendent may make recommendations to the Board, but approval of the proposal rests with the Board. If the Board approves the proposal and there is a need for

changes or exceptions to Board Policy or State law waivers, the Board will direct that those activities be undertaken prior to the implementation of the proposal. If there are conflicts with other collective bargaining agreements, the Board will direct the administration to work with those units to seek waivers.

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

27.2.4.1 Exceptions shall be limited to the following articles:

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

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

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

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

27.2.4.5 The proposed contract waiver language will be distributed at least three (3) working days prior to the vote. The vote will be by secret ballot and conducted at a regular faculty meeting (or, in an emergency making in-person voting unsafe, using secret ballot by mail or electronic secret ballot). A ballot will be mailed to off-session faculty at year-round schools or any school format involving staff rotation that could inhibit off-cycle member access to voting.

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

27.3 Protections

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

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

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

28. DISTRICT-ASSOCIATION EDUCATIONAL REFORM PARTNERSHIP
Educational Policies and Professional Practices Committee

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

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

29. DURATION OF AGREEMENT

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

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

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

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

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

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

- 29.3 Bargaining shall commence on the proposals as soon as possible after the adoption of the District's proposals by the Board of Education. The Association shall have the right to designate up to seven (7) unit members for negotiations release at a time, with discretion to jointly with the District authorize negotiations release for additional unit members when mutually agreed.

APPENDIX A
PERB
CERTIFICATIONS

PUBLIC EMPLOYMENT RELATIONS BOARD

STOCKTON CITY UNIFIED SCHOOL DISTRICT

Employer,

and

STOCKTON TEACHERS ASSOCIATION, CTA/NEA

and

STOCKTON FEDERATION OF TEACHERS LOCAL 1287,
AFT/AFL-CIO

Employee Organizations.

Type of Election

- Consent Agree
- Board Directed
- RD Directed

Case Number: S-R-

CERTIFICATION OF REPRESENTATIVE

An election having been conducted in the above matter under the supervision of the Regional Director of the Public Employment Relations Board in accordance with the rules and Regulations of the Board, therefore

Pursuant to the authority vested in the undersigned by the Public Employment Relations Board IT IS HEREBY CERTIFIED as of December 30, 1980 that a majority of the valid ballots have been cast for

Stockton Teachers Association, CTA/NEA

and that, pursuant to the Educational Employment Relations Act, described employee organization is the exclusive representative of all the employees in the unit set forth below.

(SEE PAGE 2)

Signed at Sacramento, California

On this 31st day of December, 1980

On behalf of
PUBLIC EMPLOYMENT RELATIONS BOARD

[Handwritten Signature]

Certification of Representative
8-R-36A; 8-D-27
Page 2

Shall INCLUDE: All Certificated Employees.

Shall EXCLUDE:

Director - ESAA	Staff Development Coordinator
Coordinator - Teacher Corps	Consultant - Elementary
Consultant - Reading	Consultant - Math
Directors - Preschool	Consultant - Preschool
Coordinator - Multilingual	Director - Compensatory Education
Curriculum Development	Director - Vocational Education/R.C.
Coordinator - Special Education	Director - Child Development Center
Director - Child Care Centers	Associate Superintendent
Superintendent	Directors
Assistant Superintendent(s)	Supervisors
Coordinators	Director of Student Activities
Employee/Employee Relations	Senior High School
Assistant	Principals
Student Advisor	Hourly Adult Education Teacher
Vice-Principals	Nurse
Substitute Teachers	Counselors
R.O.C. Division Chairperson	Child Welfare and Attendance
Psychologist	Counselors
Language/Speech Therapist	Consultants

and those positions designated by the Stockton Unified School District Board of Education as Management, Supervisory, and/or Confidential as of 8/18/76.

PUBLIC EMPLOYMENT RELATIONS BOARD

STOCKTON UNIFIED SCHOOL DISTRICT,

Employer,

and

STOCKTON TEACHERS ASSOCIATION/CTA/NEA,

Exclusive Representative.

Case Numbers: S-04-208 S-2-16A

Type of Election

Consent Agreement

Board Directed

ED Directed

CERTIFICATION OF REPRESENTATIVE/UNIT MODIFICATION ORDER

TITLE OF UNIT: Certificated

An election having been conducted in the above matter under the supervision of the Regional Director of the Public Employment Relations Board in accordance with the Rules and Regulations of the Board; therefore

Pursuant to the authority vested in the undersigned by the Public Employment Relations Board, IT IS HEREBY CERTIFIED that a majority of the valid ballots has been cast for

Stockton Teachers Association/CTA/NEA

and that, as of July 6, 1984, the following modification of the above-reference unit is therefore approved.

Substitute Teachers are added to the unit.

Issuance of this Order should not be interpreted to mean that the Board would find this unit, as modified, to be an appropriate unit in a disputed case.

Signed at Sacramento, California

On the 13th day of July, 1984.

On behalf of
PUBLIC EMPLOYMENT RELATIONS BOARD

James J. Laraway
Regional Director

PUBLIC EMPLOYMENT RELATIONS BOARD

Stockton Unified School District,

Employer,

and

Stockton Teachers Association/CTA/NEA,

Exclusive Representative.

Case Numbers: S-DM-2!

Type of Election:

Consent

Direct

CERTIFICATION OF REPRESENTATIVE/UNIT MODIFICATION ORDER

TITLE OF UNIT: Certificated

An election having been conducted in the above matter under supervision of the Regional Director of the Public Employment Relations Board in accordance with the Rules and Regulations of the Board, therefore

Pursuant to the authority vested in the undersigned by the Public Employment Relations Board, IT IS HEREBY CERTIFIED that a majority of the valid ballots has been cast for

Stockton Teachers Association/CTA/NEA

and that, as of April 19, 1985, the following modification of the above-referenced unit is therefore approved.

All hourly adult education teachers are added to the unit.

Issuance of this Order should not be interpreted to mean that the Board would find this unit, as modified, to be an appropriate unit in a disputed case.

Signed at Sacramento, California

On the 24th day of April, 1985

On behalf of
PUBLIC EMPLOYMENT RELATIONS

Sanjay E. Carraway
Regional Director

APPENDIX B
STAFF
DEVELOPMENT
TIME SHEET

APPENDIX C

INSTRUCTIONAL CALENDARS

2023-2024

2024-2025

2025-2026

STOCKTON UNIFIED SCHOOL DISTRICT

2023-2024

Instructional Calendar

180-Day Schedule

Dr. Traci E. Miller
Interim Superintendent

Board Approved
April 4, 2023

July 23						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
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30	31					

August 23						
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27	28	29	30	31		

First Day of School 08/03/23
Last Day of School 05/30/24

Trimester 1 11/03/23 58 days
Trimester 2 02/23/24 60 days
Trimester 3 05/30/24 62 days

1st Qtr. Ends 10/06/23 44 days
2nd Qtr. Ends 12/22/23 43 days
3rd Qtr. Ends 03/15/24 46 days
4th Qtr. Ends 05/30/24 47 days

P-1 Ends 12/15/23 82 Days
P-2 Ends 03/22/24 133 Days

September 23						
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November 23						
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January 24						
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March 24						
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April 24						
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June 24						
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Fall Break: Oct. 9 - 13
Thanksgiving Break: Nov. 20-24
Winter Break: Dec. 25 - Jan 5
Spring Break: Mar. 18 - 22
Teacher PD Days: July 31, Sept 21-22, Jan 19

Instructional Days Per Month	
July	0
August	21
September	18
October	17
November	15
December	16
January	16
February	19
March	15
April	22
May	21
June	0

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

STOCKTON UNIFIED SCHOOL DISTRICT

2024-2025

Board Approval
April 4, 2023

Instructional Calendar

180-Day Schedule

Dr. Traci E. Miller
Interim Superintendent

July 24						
Su	M	Tu	W	Th	F	Sa
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August 24						
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25	26	27	28	29	30	31

First Day of School 08/01/24
Last Day of School 05/29/25

Trimester 1 10/31/24 58 days
Trimester 2 02/21/25 60 days
Trimester 3 05/29/25 62 days

1st Qtr. Ends 10/04/24 44 days
2nd Qtr. Ends 12/20/24 43 days
3rd Qtr. Ends 03/14/25 46 days
4th Qtr. Ends 05/29/25 47 days

P-1 Ends 12/13/24 82 Days
P-2 Ends 03/21/25 134 Days

September 24						
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October 24						
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November 24						
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December 24						
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February 25						
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March 25						
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April 25						
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27	28	29	30			

Instructional Days Per Month	
July	0
August	22
September	18
October	18
November	14
December	15
January	18
February	19
March	16
April	21
May	19
June	0

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

Fall Break: Oct. 7 - 11
Thanksgiving Break: Nov. 25 - 29
Winter Break: Dec. 23 - Jan 3
Spring Break: Mar. 17 - 21
Teacher PD Days: July 29, Sept 19-20, Jan 24

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

STOCKTON UNIFIED SCHOOL DISTRICT

2025-2026

**Board Approved
April 4, 2023**

Instructional Calendar 180-Day Schedule

*Dr. Traci E. Miller
Interim Superintendent*

First Day of School 07/31/25
Last Day of School 05/28/26

Trimester 1 10/31/25 59 days
Trimester 2 02/20/26 59 days
Trimester 3 05/28/26 62 days

1st Qtr. Ends 10/03/25 44 days
2nd Qtr. Ends 12/19/25 43 days
3rd Qtr. Ends 03/13/26 46 days
4th Qtr. Ends 05/28/26 47 days

P-1 Ends 12/12/25 82 Days
P-2 Ends 03/20/26 133 Days

Instructional Days Per Month	
July	1
August	21
September	19
October	18
November	13
December	15
January	18
February	18
March	17
April	21
May	19
June	0

180

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

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

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

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

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

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

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

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

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

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

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

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

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

Fall Break: Oct. 6 - 10
Thanksgiving Break: Nov. 24 - 28
Winter Break: Dec. 22 - Jan 2
Spring Break: Mar. 16 - 20
Teacher PD Days: July 28, Sept 18-19, Jan 23

Tentative Agreement

modifying Article 6 (Teaching Hours)
Between Stockton Unified School District
and Stockton Teachers Association

The Stockton Teachers Association (“Association”) and Stockton Unified School District (“District”), together “the parties,” agree to enter into this agreement modifying language regarding the instructional calendars, beginning with the 2023-2024 school year and ending with the 2025-2026 school year.

Note: Three years of calendars are also attached as separate files.

6.18 Calendar

6.18.2.2 Though successor negotiations may determine otherwise, it is recommended that future negotiations prioritize the following for Professional Development (PD) dates:

- The first PD date at the beginning of the instructional year immediately preceding teacher non-contact days.
- The second and third PD dates on a directly adjacent Thursday and Friday in late September.
- The fourth PD date as the Friday following Martin Luther King (MLK) Monday.

6.18.2.3 At least three (3) hours of the first PD day shall be allocated to training pursuant to 6.18.6, with the remainder still fulfilled per 6.18.6.

Whenever the District requires less than three (3) hours of such training for the school year, the above three (3) hour minimum segment of the first PD day may be reduced to the total time required.

6.18.2.4 Whenever the instructional calendar causes any subgroup of STA bargaining unit members to include a workday in June, those bargaining unit members must (per 7.2.1) accordingly net an additional sick leave day for the year.

This agreement sets no precedents, and enacts its provisions upon ratification beginning with the 2023-2024 instructional calendar year.

Date of tentative agreement: 2/21/2023

Date submitted for signatures: 6/28/2023

FOR THE ASSOCIATION:

Christopher S. Anderson Ed.D.

06 / 28 / 2023

Dr. Christopher S. Anderson, STA President

Justin McGehee

06 / 28 / 2023

Justin McGehee, Acting STA Negotiations Chair

FOR THE DISTRICT:

Claudia Moreno

06 / 28 / 2023

Claudia Moreno, Interim Dir. Labor Relations

Jim Cowan

06 / 28 / 2023

Jim Cowan, Interim Dir. Certificated

APPENDIX D

SUBSTITUTE TEACHER EVALUATION FORM

TEACHER REPORT FORM

STOCKTON UNIFIED SCHOOL DISTRICT
Department of Human Resources
56 S. Lincoln Street.
Stockton, CA 95203

SUBSTITUTE TEACHER EVALUATION

Name _____ Employee ID _____

Substituted at _____

Site

on the following date(s):

Grade and/or Subject

Positive

Negative

1. Control of Pupils.
2. Teacher instructions, if provided, were followed.
3. Routine matters were given proper attention.
4. Rapport with faculty and staff.
5. Instruction techniques (check only if you have observed in an actual teaching situation or have supporting evidence for your check.)

a The teacher was observed in the classroom: Date _____ Time _____

Recommendation: Teacher would be more effective in grade level(s) _____

Teacher may continue at present site for current school year. Yes No

Specific Comments (required)

Signature of Substitute Teacher Date _____

(If substitute is not available for signature, this evaluation form will be mailed to the substitute's home address within ten working days.)

Signature of Site Administrator: _____ Date _____

Note to Administrator: Evaluations are used as a factor in continuing employment of a substitute teacher, and are therefore recommended on either a commendable or negative performance.

To the Substitute: You are entitled to a conference with the principal and have the right to have an S.T.A. representative present. If you wish to have such a conference, you may request it by contacting the principal or S.T.A. within five working days. A conference will be held within ten working days of the request for conference.

STOCKTON UNIFIED SCHOOL DISTRICT
Human Resources
56 S. Lincoln Street.
Stockton, CA 95203

Teacher Report

Teacher's Name: _____ Employee ID _____

Substitute's Name: _____ Employee ID _____

Please complete and return this questionnaire after you return from absence.

- | | | | | |
|----|---|-----|--|----|
| 1. | Depending on availability of substitutes, would you like this substitute again? The District shall honor a teacher's request that a particular substitute not come back to the teacher's classroom. | Yes | | No |
|----|---|-----|--|----|

2. Comments helpful to the substitute:

The Teacher Report shall not be construed as one of the teacher negative evaluations referenced in Section 22.2.4.

Teacher's Signature

Date _____

School Site

Name of Substitute

APPENDIX E

EVALUATION FORMS



PRE-OBSERVATION CONFERENCE FORM
FOR ANNOUNCED OBSERVATION

Teacher _____

Date _____

School _____

Time/Period _____

Grade/Subject _____

Please answer these questions and bring the completed form to your pre-observation conference. Teacher may also complete the "Optional Teacher Input to Class Observation" Form (Attached).

PRE-CONFERENCE QUESTIONS:

a. What California Content Standards, or other curriculum standards, will you be teaching in this lesson?

b. What do you expect your students to learn by the end of this lesson?

c. What activities will you and your students be doing?

d. How will you know if your lesson is successful?

Evaluator _____ Teacher _____ Date _____

Appendix E
**OBSERVATION CONFERENCE
CHECKLIST**

Employment Status:

- Extended Term Substitutes
- Temporary
- Probationary 1st Year
- Probationary 2nd Year
- Permanent



Teacher's Name _____ Date _____
Last First M.

School	Assignment	Grade(s)	Subject(s)
Special Conditions (including type of class)			

Evaluator's Name _____

The Teacher shall pick one element from each of the six standards to be evaluated. A "T" shall be entered in the appropriate box to indicate the Teacher's selection.

The Evaluator shall pick one element from each of the six standards to be evaluated. A "E" shall be entered in to the appropriate box to indicated the Evaluator's selection.

T/E	Standard I- Engaging and Supporting All Students in Learning	4	3	2	1
	1.1 Using knowledge of students to engage them in learning	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	1.3 Connecting subject matter to meaningful, real-life contexts	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	1.5 Promoting critical thinking through inquiry, problem solving, and reflection	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	1.6 Monitoring student learning and adjusting instruction while teaching	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Evidence of how Standard was met or not met

Summary

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

Comments

T/E	Standard II – Creating and Maintaining Effective Environments for Student Learning	4	3	2	1
	2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	2.5 Developing, communicating, and maintaining high standards for individual and group behavior	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	2.7 Using instructional time to optimize learning	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Evidence of how Standard was met or not met

Summary

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

Comments

T/E	Standard III – Understanding and Organizing Subject Matter for Learning	4	3	2	1
	3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	3.3 Organizing curriculum to facilitate student understanding of the subject matter	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	3.4 Utilizing instructional strategies that are appropriate to the subject matter	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

	3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Evidence of how Standard was met or not met

Summary

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

Comments

T/E	Standard IV – Planning Instruction and Designing Learning Experiences for All Students	4	3	2	1
	4.1 Using knowledge of students’ academic readiness, language proficiency, cultural background, and individual development to plan instruction	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	4.2 Establishing and articulating goals for student learning	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	4.3 Developing and sequencing long-term and short-term instructional plans to support student learning	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Evidence of how Standard was met or not met

Summary

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

Comments

T/E	Standard V – Assessing Students for Learning	4	3	2	1
	5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	5.3 Reviewing data, both individually and with colleagues, to monitor student learning	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	5.5 Involving all students in self-assessment, goal setting, and monitoring progress	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	5.6 Using available technologies to assist in assessment, analysis, and communication of student learning	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	5.7 Using assessment information to share timely and comprehensible feedback with students and their families	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Evidence of how Standard was met or not met

Summary

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

Comments

T/E	Standard VI – Developing as a Professional Educator	4	3	2	1
	6.1 Reflecting on teaching practice in support of student learning	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	6.4 Working with families to support student learning	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	6.5 Engaging local communities in support of the instructional program	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

	6.6 Managing professional responsibilities to maintain motivation and commitments to all students	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	6.7 Demonstrating professional responsibility, integrity, and ethical conduct	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Evidence of how Standard was met or not met

Summary

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

Comments

Performance of other duties adjunct to the teacher's assignment.
Adjunct duties are contractual responsibilities in addition to classroom teaching.

Comments and Examples:

OBSERVATION SUMMARY

- Commendable
 Satisfactory
 Needs Improvement
 Unsatisfactory

Summary of Observation:

Specific Plan for Improvement (required if observation is checked "Needs Improvement" or "Unsatisfactory")

Teacher's Comments*

(Signed) _____
Evaluator Title Date

I have received a copy of the above report. (Signed) _____
Teacher Date

*Additional comments may be written and attached within three (5) working days.



POST OBSERVATION CONFERENCE FORM
(To be completed by the evaluator based on the observation)

Teacher _____

Date _____

School _____

Time/Period _____

Grade/Subject _____

Evaluator's Notes
of Observation

POST-OBSERVATION CONFERENCE QUESTIONS:

a) Did the teacher successfully include the California Content Standards or other curricular standards in the lesson?

b) Did the students learn what was expected by the end of the lesson?

c) Were the planned activities used relevant and successful to the lesson?

d) Identify the next steps to be taken by the teacher to support growth based on the Description of Practice from the California Standards for the Teaching Profession.

e) Administrator's Next Steps To Support Teacher Development:

Evaluator signature _____ Teacher signature _____ Date _____



**Appendix E
FINAL EVALUATION**

Employment Status:

- Temporary
- Probationary Prob 0, Prob 1, Intern
- Probationary 2nd Year
- Permanent

Teacher's Name _____ Employee ID# _____ Date _____

School _____ Assignment _____ Grade(s) _____ Subject(s) _____

Special Conditions (including type of class) _____

Evaluator's Name _____ Evaluator's Employee ID# _____

The Teacher shall pick one element from each of the six standards to be evaluated. A "T" shall be entered in the appropriate box to indicate the Teacher's selection.

The Evaluator shall pick one element from each of the six standards to be evaluated. A "E" shall be entered in to the appropriate box to indicated the Evaluator's selection.

T/E	Standard I- Engaging and Supporting All Students in Learning	4	3	2	1
	1.1 Using knowledge of students to engage them in learning	○	○	○	○
	1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests	○	○	○	○
	1.3 Connecting subject matter to meaningful, real-life contexts	○	○	○	○
	1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs	○	○	○	○
	1.5 Promoting critical thinking through inquiry, problem solving, and reflection	○	○	○	○
	1.6 Monitoring student learning and adjusting instruction while teaching	○	○	○	○

Evidence of how Standard was met or not met

Summary

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

Comments

T/E	Standard II – Creating and Maintaining Effective Environments for Student Learning	4	3	2	1
	2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	2.5 Developing, communicating, and maintaining high standards for individual and group behavior	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	2.7 Using instructional time to optimize learning	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Evidence of how Standard was met or not met

Summary

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

Comments

T/E	Standard III – Understanding and Organizing Subject Matter for Learning	4	3	2	1
	3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	3.3 Organizing curriculum to facilitate student understanding of the subject matter	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	3.4 Utilizing instructional strategies that are appropriate to the subject matter	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

	3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Evidence of how Standard was met or not met

Summary

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

Comments

T/E	Standard IV – Planning Instruction and Designing Learning Experiences for All Students	4	3	2	1
	4.1 Using knowledge of students’ academic readiness, language proficiency, cultural background, and individual development to plan instruction	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	4.2 Establishing and articulating goals for student learning	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	4.3 Developing and sequencing long-term and short-term instructional plans to support student learning	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Evidence of how Standard was met or not met

Summary

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

Comments

--

T/E	Standard V – Assessing Students for Learning	4	3	2	1
	5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	5.3 Reviewing data, both individually and with colleagues, to monitor student learning	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	5.5 Involving all students in self-assessment, goal setting, and monitoring progress	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	5.6 Using available technologies to assist in assessment, analysis, and communication of student learning	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	5.7 Using assessment information to share timely and comprehensible feedback with students and their families	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Evidence of how Standard was met or not met

--

Summary

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

Comments

--

T/E	Standard VI – Developing as a Professional Educator	4	3	2	1
	6.1 Reflecting on teaching practice in support of student learning	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	6.4 Working with families to support student learning	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	6.5 Engaging local communities in support of the instructional program	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

	6.6 Managing professional responsibilities to maintain motivation and commitments to all students	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	6.7 Demonstrating professional responsibility, integrity, and ethical conduct	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Evidence of how Standard was met or not met

Summary

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

Comments

Performance of other duties adjunct to the teacher’s assignment.
Adjunct duties are contractual responsibilities in addition to classroom teaching.

Comments and Examples:

FINAL EVALUATION SUMMARY

- Commendable
 Satisfactory
 Needs Improvement
 Unsatisfactory

Summary of Final Evaluation

Specific Plan for Improvement (required if final evaluation is checked "Needs Improvement" or "Unsatisfactory")

Teacher's Comments*

The evaluation and assessment of the performance of each certificated employee shall be made on a continuing basis. The next scheduled evaluation shall occur:

- At least once each school year for probationary personnel or if a permanent, certificated employee has received a final evaluation of Unsatisfactory shall be evaluated in the subsequent year.
- At least every other year for personnel with permanent status.
- At least every five years for personnel with permanent status who have been employed at least 10 years with the school district, are highly qualified, if those personnel occupy positions that are required to be filled by a highly qualified professional by the federal No Child Left Behind Act of 2001, and whose previous evaluation rated the employee as meeting or exceeding standards, if the evaluator and certificated employee being evaluated agree. The certificated employee or the evaluator may withdraw consent at any time.

(Signed) _____
Evaluator Title Date

I have received a copy of the above report. (Signed) _____
Teacher Date

*Additional comments may be written and attached within five (5) working days.



STOCKTON UNIFIED SCHOOL DISTRICT

Employment Status:

- Extended Term Substitutes
- Temporary
- Probationary 1st Year
- Probationary 2nd Year
- Permanent

**OBSERVATION/CONFERENCE CHECKLIST
FOR CERTIFICATED NON-INSTRUCTIONAL ASSIGNMENT***

Teacher's Name _____ Date _____
Last First MI

_____ School Assignment (Grade(s) / Subject(s)) /Job Title

_____ Special Conditions (including type of class)

Evaluator's Name _____

* For purposes of this form, "non-instructional" shall be defined as the work of any unit member who does not have a regular classroom assignment, but may be engaged in direct instruction.

PRE-OBSERVATION CONFERENCE (NOT REQUIRED OTHER THAN FOR FIRST OBSERVATION)

Date of Pre-Observation Conference: _____

Comments: _____

Date of Post-Observation Conference: _____

Summary of Post Observation Conference: _____

I. THE TEACHER'S ADHERENCE TO CURRICULAR OBJECTIVES AND/OR PROGRAM GOALS AND OBJECTIVES.

Indicators of Performance

The Teacher:

1. Shows a knowledge of curricular and course standards; and/or program goals and objectives.
2. Has objectives which are directly related to curriculum and standards and/or program goals and objectives.
3. Develops and implements activities to reach curricular goals and standards and/or program goals and objectives.
4. Uses materials which support and reinforce curriculum and standards and/or program goals and objectives.
5. Reflects evidence of planning.
6. Other (Explain): _____

Commendable	Satisfactory	Needs Improvement	Unsatisfactory	Does not Apply

Summary

- Commendable
- Satisfactory
- Needs Improvement (Comment Required)
- Unsatisfactory (Comment Required)

Comments: _____

II. THE CONTRIBUTION OF THE TEACHER TO THE PROGRESS OF THE PUPILS TOWARD STANDARDS ESTABLISHED BY THE DISTRICT.

Indicators of Performance

The teacher

1. Shows knowledge of students' abilities as they relate to program goals and objectives.
2. Develops and implements activities related to program goals and objectives.
3. Maintains appropriate program records

Commendable	Satisfactory	Needs Improvement	Unsatisfactory	Does not Apply

4. Other (explain): _____

Summary

- Commendable
- Satisfactory
- Needs Improvement (comment required)
- Unsatisfactory (comment required)

Comments: _____

III. THE INSTRUCTIONAL TECHNIQUES AND STRATEGIES USED BY THE TEACHER.

Teacher is to identify and list five indicators of performance based on program goals and/or objectives. Evaluator is to identify and list the indicators of performance based on program goals and objectives.

Indicators of Performance

1. _____

2. _____

3. _____

4. _____

5. _____

Commendable	Satisfactory	Needs Improvement	Unsatisfactory	Does not Apply

Evaluatee

6. _____

7. _____

8. _____

Commendable	Satisfactory	Needs Improvement	Unsatisfactory	Does not Apply

9. Other (Explain) _____

Summary

<input type="checkbox"/>	Commendable
<input type="checkbox"/>	Satisfactory
<input type="checkbox"/>	Needs Improvement (comment required)
<input type="checkbox"/>	Unsatisfactory (comment required)

Comments: _____

IV. THE ESTABLISHMENT AND MAINTENANCE OF A SUITABLE ENVIRONMENT WITHIN THE SCOPE OF THE TEACHER'S ASSIGNMENT.

Indicator of performance

1. Establishes an environment conducive to learning.

2. Maintains an orderly environment with materials displayed and appropriately stored.

Commendable	Satisfactory	Needs Improvement	Unsatisfactory	Does not Apply

3. Other (Explain) _____

Summary:

<input type="checkbox"/>	Commendable (comment suggested)
<input type="checkbox"/>	Satisfactory
<input type="checkbox"/>	Needs Improvement (comment required)
<input type="checkbox"/>	Unsatisfactory (comment required)

Comments: _____

V. THE PERFORMANCE OF OTHER DUTIES ADJUNCT TO THE TEACHER'S ASSIGNMENT.

<input type="checkbox"/>	Commendable
<input type="checkbox"/>	Satisfactory
<input type="checkbox"/>	Needs Improvement (comment required)
<input type="checkbox"/>	Unsatisfactory (comment required)

Comments: _____

VI. DEMONSTRATES QUALITY IN THE HUMAN RELATIONSHIPS WITH STUDENTS, PARENTS AND OTHER DISTRICT PERSONNEL.

<input type="checkbox"/>	Commendable
<input type="checkbox"/>	Satisfactory
<input type="checkbox"/>	Needs Improvement (comment required)
<input type="checkbox"/>	Unsatisfactory (comment required)

Comments: _____

Post Observation Conference: _____

Specific Plan For Improvement (required if observation is checked "Needs Improvement" or "Unsatisfactory"): _____

Teacher's Comments: _____

(signed) _____
 Evaluator Title Date

I have received a copy of the above report.*
 (signed) _____
 Teacher Date

* Additional comments may be written and attached within three (3) working days.

STOCKTON UNIFIED SCHOOL DISTRICT

NON-INSTRUCTIONAL CERTIFICATED EMPLOYEE'S REACTION TO OBSERVATION

Teacher's Name _____ School _____
Last First

Observer's Name _____ Date/Time of Observation: Date _____ From _____ To _____

Was the time for the observation announced in advance? Yes _____ No _____

Duty observed _____

Student level _____ Number of students at time of observation _____

Adequately trained to perform this duty? Yes _____ No _____ Ability level of students _____

The student group was typical _____ atypical _____ If atypical, explain (i.e. storage space, sound levels, heating & cooling, etc.) _____

Was there any reason to feel that the students performed in a less satisfactory manner than is usual? Yes _____ No _____ Explain: _____

Was there any personal reason to feel that you could not perform to capacity? Yes _____ No _____ Explain (i.e. illness, personal problems, etc.) _____

What factors may have helped you to improve your effectiveness? (i.e. material requirements, a different assignment, curriculum help, in-service training, etc.): _____

Had you requested any of the above? Yes _____ No _____

Does the presence of an observer cause you to be ill-at-ease?
Greatly _____ Somewhat _____ Very little _____ Not at all _____

Do you feel the observer followed recognized observation procedures in a
Satisfactory manner _____ Reasonably satisfactory manner _____ Unsatisfactory manner _____

ADDITIONAL REMARKS:

Date _____ Teacher's Signature _____

Employment Status:

- Extended Term Substitutes
- Temporary
- Probationary 1st Year
- Probationary 2nd Year
- Permanent

STOCKTON UNIFIED SCHOOL DISTRICT
FINAL EVALUATION
 FOR CERTIFICATED NON-INSTRUCTIONAL ASSIGNMENT*



Employee ID # _____

Teacher's Name _____ Date _____
Last First MI

_____ School Assignment: (Grade(s)/Subject(s)/Job) Title

_____ Special Conditions (including type of class)

Evaluator's Name _____

Date of Evaluation Conference _____

* For purposes of this form, "non-instructional" shall be defined as the work of any unit member who does not have a regular classroom assignment, but may be engaged in direct instruction.

I. THE TEACHER'S ADHERENCE TO CURRICULAR OBJECTIVES.

Indicators of Performance

The Teacher:

1. Shows a knowledge of curricular and course standards and/or program goals and objectives.
2. Has objectives which are directly related to curriculum and standards and/or program goals and objectives.
3. Develops and implements activities to reach curricular goals and standards and/or program goals and objectives.
4. Uses materials which support and reinforce curriculum and standards and/or program goals and objectives.
5. Reflects evidence of planning.

Commendable	Satisfactory	Unsatisfactory	Does not Apply

6. Other (Explain): _____

Summary Commendable
 Satisfactory
 Unsatisfactory (Comment Required)

Comments: _____

II. THE CONTRIBUTION OF THE TEACHER TO THE PROGRESS OF THE PUPILS TOWARD STANDARDS ESTABLISHED BY THE DISTRICT.

Indicators of Performance

The teacher

1. Shows knowledge of students' ability level as it relates to program goals and objectives.
2. Develops and implements activities related to program goals and objectives.
3. Maintains appropriate program records:
4. Other (explain): _____

Commendable	Satisfactory	Unsatisfactory	Does Not Apply

Summary

- Commendable
- Satisfactory
- Unsatisfactory (comment required)

Comments: _____

III. THE INSTRUCTIONAL TECHNIQUES AND STRATEGIES USED BY THE TEACHER.

Teacher is to identify and list five indicators of performance based on program goals and objectives. Evaluator is to identify and list three indicators of performance based on program goals and objectives.

Indicators of Performance

1. _____
- _____
- _____
- _____
2. _____
- _____
- _____
- _____
3. _____
- _____
- _____
- _____
4. _____
- _____
- _____
- _____
5. _____
- _____
- _____
- _____

Commendable	Satisfactory	Unsatisfactory	Does Not Apply

Indicators of Performance (cont.)

- 6. _____

- 7. _____

- 8. _____

Commendable	Satisfactory	Unsatisfactory	Does Not Apply

Summary

	Commendable
	Satisfactory
	Unsatisfactory (comment required)

Comments: _____

IV. THE ESTABLISHMENT AND MAINTENANCE OF A SUITABLE ENVIRONMENT WITHIN THE SCOPE OF THE TEACHER'S ASSIGNMENT.

Indicators of performance

- 1. Establishes an environment conducive to learning.
- 2. Maintains an orderly environment with materials displayed and appropriately stored.
- 3. Other (Explain): _____

Commendable	Satisfactory	Unsatisfactory	Does Not Apply

Summary:

	Commendable (comment suggested)
	Satisfactory
	Unsatisfactory (comment required)

Comments- _____

V. THE PERFORMANCE OF OTHER DUTIES ADJUNCT TO THE TEACHER'S ASSIGNMENT.

- Commendable
- Satisfactory
- Unsatisfactory (comment required)

Comments: _____

VI. DEMONSTRATES QUALITY IN THE HUMAN RELATIONSHIPS WITH STUDENTS, PARENTS AND OTHER DISTRICT PERSONNEL.

- Commendable
- Satisfactory
- Unsatisfactory (comment required)

Comments: _____

FINAL EVALUATION

- Commendable Satisfactory Unsatisfactory

Summary of Final Evaluation Conference:

Specific Plan For Improvement (required if final evaluation is checked "Unsatisfactory")

Teacher's Comments: *

(signed) _____
Evaluator Title Date

I have received a copy of the above report. (signed) _____
Teacher Date

• Additional comments may be written and attached within three (3) working days.

STOCKTON UNIFIED SCHOOL DISTRICT

Department of Personnel Services

REQUEST FOR SECOND EVALUATION

To: Associate Superintendent, Education Services

I hereby request that a second evaluator be assigned to evaluate me in accordance with Section 3.12 of the collective bargaining agreement between the District and Stockton Teachers Association.

Date _____

Signature of Teacher

School/Work Site

Print Name

Grade/Assignment

Any permanent teacher who receives an unsatisfactory final evaluation may request, in writing, one additional observation, conference and written evaluation.

The request must be made by the teacher within five (5) working days after receipt of the final evaluation.

The request must be made to the Associate Superintendent for Educational Services.

Within five (5) working days of receipt of the "Request for Second Evaluation" from the teacher, the Associate Superintendent for Educational Services will appoint a second evaluator.

The second evaluator will complete an observation, conference and written evaluation by the teacher's last working day.

Note: A request for second evaluation can only be made by a permanent/tenured teacher.

The second evaluation does not replace the first evaluation. Both final evaluations will be filed in the teacher's personnel file.

(The section below this line is to be filled out by the Associate Superintendent for Educational Services.)

To: _____

Name and Location of Designated Second Evaluator

You are hereby designated to conduct a second evaluation on the teacher listed at the top of this page. Please complete an observation, conference and written final evaluation by the teacher's last working day and submit the evaluation to the Personnel Office. Thank you

Date

Signature of Assoc. Supt.

APPENDIX F

PROFESSIONAL GROWTH FORMS

PROFESSIONAL GROWTH REQUIREMENTS

RULES AND REGULATIONS

Article 7. Requirements and Procedures for Renewing Professional Multiple and Single Subject Teaching Credentials

§0551. Definitions.

The terms in this article shall have the following meanings:

(a) "Professional growth" refers to those activities which contribute to a teacher's competence, performance, or effectiveness in the field of education.

(b) The term "professional clear credential" refers to a clear multi-subject teaching credential that is issued after August 31, 1985 to a recipient's first clear basic teaching credential and whose validity is subject to the requirements of Education Code Section 44377.

NOTE: Authority cited: Section 44377(b), Education Code. Reference: § 44331(a)(1) and 44377, Education Code.

View Article 7 (Sections §0551-§0553, not consecutive) filed 10-1-86, operative 06-01-86, Register 62, Pa. 471. For history of former Article 7, see Register 62, Pa.

§0552. Specific Requirements for Renewing Professional Clear Multiple and Single Subject Teaching Credentials.

The minimum requirements for renewing a professional clear multi-subject teaching credential shall include all of the following:

§ 80333
(p. 1088-1)

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AND LICENSING

(Register 86, 44)

(a) Submission of a professional growth plan and record that verifies completion of 180 hours of approved professional growth activities pursuant to 80334 through 80337, and one-half year of successful service pursuant to 80337 of this article.

(b) Submission of a completed application form provided by the Commission.

(c) Payment of the fee specified in Section 80337.

NOTE: Authority check Section 4023 (b), Education Code. Reference: Section 4027, Education Code.

Section 10-1-61, operative 10-31-65; Register 86, No. 41.

80334. Period of Validity and Renewal Cycle for Professional Clear and Single Subject Teaching Credentials.

(a) A professional clear multiple and single subject teaching credential shall be valid for five years.

(b) The renewal cycle shall be the five-year period commencing on the date of issuance that appears on the credential until the first day of the following five-year later.

NOTE: Authority check Section 4023 (b), Education Code. Reference: Section 4027, Education Code.

Section 10-1-61, operative 10-31-65; Register 86, No. 41.

80334. Professional Growth Plan.

(a) On a form provided by the Commission, a credential holder shall submit a professional growth plan, which shall identify his or her professional growth and the professional growth activities that he or she proposes to pursue. The professional growth plan of a credential holder shall include an list two or more categories of activities as defined in subdivision (c) of 80333.

(b) A credential holder may amend a professional growth plan by a decision or amending any of the original or previously amended (a) proposed activities.

(c) A professional growth adviser shall sign a professional growth plan and shall be responsible for a professional growth plan, that complies with Education Code Section 4027 and this article.

(d) A credential holder or a professional growth adviser shall counsel a credential holder to include any professional growth activities that are not included in the plan.

(e) A credential holder shall be responsible for any change in the validity of a credential and shall advise the professional growth adviser, any other credential holder, or any other person by the credential holder from any other person. No professional growth activities shall be completed or the holder to change a signed professional growth plan.

NOTE: Authority check Section 4023 (b), Education Code. Reference: Section 4027 and 4041, Education Code.

Section 10-1-61, operative 10-31-65; Register 86, No. 41.

80335. Professional Growth Record.

(a) On a form provided by the Commission, a credential holder shall, at the penalty of perjury, write a professional growth record, which shall accurately identify the professional growth activities that the credential holder has completed, and indicate the number of clock hours spent completing each act

TITLE 5 COMMISSION FOR TEACHER PREPARATION AND LICENSING

(Register 65, No. 44-12-201)

(b) A credential holder who willfully signs and submits an instructional growth record which he or she knows to be false to a professional growth advisor or to the Commission shall be subject to the penalties for unprofessional conduct pursuant to Education Code Section 4402.

(c) A professional growth advisor may require a credential holder reasonable verification that the elements of a professional growth record are accurate. Reasonable verification may include (but is not limited to) copies of activities, records of attendance, copies of notes, copies of records of meetings attended, materials distributed at classes, work samples or other development programs or other tangible records. If an advisor has sufficient evidence or reason to believe a growth record is accurate, he or she may decide not to require the holder to verify its accuracy.

(d) A professional growth advisor shall design a professional growth record corresponding to a signed professional growth plan, and that complies with Education Code Section 4402 and this article.

(e) A professional growth plan and record shall not include any information which is confidential to the holder of the credential or for the most recent renewal of a credential.

SECTION 50551.5. (Added by Chapter 100 of the Statutes of 2005, Education Code, Reference: Sections 4402 and 4403 of the Education Code.)

Section 50551.5 operative 05-22-05; Register 65, No. 671.

50552. Professional Growth Advisor.

(a) The chief administrative officer, or his or her designee, of a public school district is required to hold a valid teaching credential shall employ one or more credentialed persons to be professional growth advisor agency employ one or more holders of professional clear credentials.

(b) To be eligible to be a professional growth advisor, a person must hold a valid clear teaching or services credential, and a baccalaureate degree from an approved institution of postsecondary education. An employer may employ one or more professional growth advisors and a school district may employ one or more.

(c) The employing agency shall adopt policies and procedures for the use of professional growth advisors which contribute the best possible between the credential holder and the advisor.

(d) District matter confidentiality, interest in special topics, and late skills shall be considered in selecting advisors.

(e) Proximity to the work location of the credential holder and team workload for the advisor shall be considered.

(f) An agency which employs holders of professional clear credentials appoint a professional growth panel(s) to act as an appeal body to a dispute between credential holders and professional growth advisor panel may also participate in selecting, orienting and assisting professional growth advisors.

(g) The responsibilities of a professional growth advisor shall be as set forth in this subdivision.

(Register 62, No. 4)

(1) Know the contents of Education Code Section 4027, this article, professional growth manual published by this Commission, and provide information of these with credential holders. The professional growth plan shall address the staff development needs of the employing agency or school with the credential holder and may recommend activities and other activities.

(2) Advise credential holders and approve professional growth plan records that have been developed by credential holders, and that comply with the terms of Education Code Section 4027 and this article.

(3) A public agency which employs or is required to hold valid to credential holders shall give each credential holder the means and work local the professional growth activities which have been designated by the agency.

(4) If a credential holder determines that his or her employing agency is not designated a professional growth activity, and cannot resolve the problem with a representative of the agency, or if the employer has not acted on professional growth activities, or if the credential holder is not employed by the agency, the credential holder may request the Commission to appoint a professional growth advisor.

(5) No credential holder may serve as his or her own professional growth advisor.

(6) No person or agency shall compel a credential holder to pay any fee for the preparation, review, or for professional growth advice, or for approval of a professional growth plan or record.

(7) The appointing administrative officer, or his or her designee, of a public agency or agency shall remove any professional growth advisor his been designated by the agency or the Commission to have willfully obstructed professional Education Code Section 4027 or this article.

NOTE: Amendments to Education Code Section 4027, Education Code Reference Section 4027 and other Education Code.

(Register 62, No. 4; Register 62, No. 4; Register 62, No. 4).

160539. Professional Growth Activities.

(1) Each activity that a credential holder includes in a professional growth plan and record shall satisfy standards (1), (2), and (3) of this subdivision. Professional growth activities may require a credential holder to explain how activity satisfies or is likely to satisfy one or more of the standards stated in this subdivision.

(2) The activity is of high quality and is consistent with the credential holder's professional growth goals, as stated in the professional growth plan.

(3) The activity will contribute to the credential holder's competence, performance or effectiveness in one or more of the domains of professional growth that are specified in subdivision (b) of this section.

(4) The activity fits one of the categories of professional growth activities that are specified in subdivision (c) of this section.

(b) Domains of professional growth shall be as defined in this subdivision.

(1) A subject the credential holder teaches, or reasonably expects to teach in kindergarten or in grades one through twelve.

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(Register 66, No. 41-16481)

(P)

- (1) A field of specialization in which the credential holder serves, or ably expects to serve, in kindergarten or in grades one through twelve.
- (2) Concepts, principles and methods of effective teaching, curricula, evaluation in kindergarten or in grades one through twelve.
- (3) Concepts and principles of physical, intellectual, social and emotional development among children and youth.
- (4) Concepts and principles of human communication, learning, motivation and individuality.
- (5) Demographic and cultural backgrounds of groups of children and youth and of parents of such.
- (6) Concepts and principles of effective relationships among schools, homes and communities.
- (7) Roles, organization and operation of public education and of institutions that promote public education.
- (8) Objectives of professional growth activities shall be as defined in subdivisions (1) through (7).
- (9) Description of one or more lower division, upper division or graduate courses offered as credits of degree or in education by any regionally accredited university, college or university.
- (10) Participation in one or more conferences, world teacher forums, seminars or similar professional programs whose purpose is to increase the professional knowledge, competence, performance or effectiveness of participants.
- (11) Participation in one or more systematic programs of observation and/or reflection, provided that each program is planned, focuses on one more professional aspects of teaching and includes follow-up activities as discussion, written reflection or what has been observed or analyzed.
- (12) Service in a leadership role in an educational institution, consistent with the following definition and restriction:
 - (A) Activities in which the credential holder contributes to the improvement of a school, district or other educational institution shall be acceptable including activities in which he or she assists student teachers or other teachers in their professional development, either as a mentor/teacher or in a dual appointment capacity.
 - (B) Activities shall not be acceptable if they are part of the routine functions of an educational institution, or if they are part of a (checkbox) basic regular school day activity, that not limited to: planning lessons, arranging a classroom environment, preparing printed instructional materials, assisting student preparation, or bookkeeping.
- (13) Service in a leadership role in a professional organization, consistent with the following definition and restriction:
 - (A) To be an acceptable activity, the credential holder must serve as a elected officer, or a chair of a committee, or an official representative of an organization of professional educators, and be or she must participate in clarifying, planning or formulating educational or professional policies, positions or directions for the organization to pursue.
 - (B) Activities that contribute to the ongoing operations or functioning of professional organization shall not be acceptable, such as efforts to increase its membership or participate in collective bargaining activities.

§ 0338
(p. 1008.8)

COMMISSION FOR TEACHER PREPARATION
AND LICENSING

(Register 66, No. 1)

(6) Participation in efforts to conduct educational research or to try educational innovations shall be acceptable, provided that the credential holder has an active role in one or more of the following stages of the effort: developing, piloting, field testing or evaluating a study or innovation; analyzing, interpreting, demonstrating or disseminating the results of a study or innovation.

(7) Other activities that shall be acceptable are defined below.

(A) Participation in a professional exchange program, provided a credential holder changes positions with another educator for a specified period of time.

(B) Participation in alternative work experience program, paid or unpaid, provided the credential holder holds no other professional responsibility during the program.

(C) Participation in a program of independent study, provided the credential holder completes a specified amount of education, produces a research paper or report, and presents and defends the independent study to a panel.

(D) Development of a program, provided that the credential holder creates a new program, that involves originality of thought and execution, or provides a new perspective on an existing program, and that the credential holder submits a written report on the program to the Commission, which may request a subject or subjects for the program to be presented to the Commission.

(E) Participation in a program of language instruction, provided the credential holder is a member of a language instruction group, provided that the credential holder has an active role in the group or studies group, the credential holder, teacher or section reports to the Commission.

NOTE: Authority cited: Section 40225(b), Education Code. Reference: Section 40271 and 40272, Education Code.

(Section filed 10-1-84, operative 10-31-84; Register 66, No. 47)

§ 0339. Professional Growth Requirements

(1) For each year that a credential holder spends actively involved in a profession, the credential holder shall record one clock hour of time on the professional growth report.

(2) In a professional growth report, a credential holder shall not record time spent traveling to or from a professional growth activity, or any time so completely routine, out-of-class assignments such as reading assignments, preparing for tests for an approved course, workshop, teacher center program, staff development program or professional conference that the credential holder attends. A credential holder may record time spent on out-of-class assignments if the credential holder and the professional growth advisor agree that the assignments qualify as professional growth activities in the categories listed in Section 0338(c) (2 through 7). Time spent preparing to make formal presentations in professional conferences, or as the instructor of a course, workshop, teacher center program or staff development program for teachers, shall be recorded.

NOTE: Authority cited: Section 40225(c), Education Code. Reference: Section 40271 (b) Education Code.

(Section filed 10-1-84, operative 10-31-84; Register 66, No. 41)

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(Register 66, No. 42-44-001)

50365. Professional Service Requirement for Renewing a Professional Credential

(1) The chief administrative officer, or his or her designee of an educational institution that employs or has employed a credential holder shall verify that the holder has performed a minimum of 100 hours of professional service during the period of the credential. The service shall be performed in the following manner:

(II) The service was rendered for a minimum of 100 minutes per day for each day of the period of the credential. The minutes shall be applied in accordance with the following criteria:

(1) The credential holder shall be employed by the educational institution for the credential holder's professional career.

(2) The service shall be rendered in a position that requires certification. However, the holder may be employed in a position that does not require certification, provided that the holder is a substitute teacher or employed under an emergency assignment.

(3) The service was rendered on behalf of students and/or a group of affected persons in kindergarten or grades one through twelve at the one or more elementary schools or secondary schools.

(4) The chief administrative officer, or his or her designee, shall direct the responsibility of the holder's professional service independently of any other person or entity of the credential holder's employing institution.

NOTE: Amend Code Section 44731.1, Education Code, Reference: 5-44731.1(1), Education Code.

(Section 1054 1974-94, operative 10-31-02; Register 66, No. 42)

APPENDIX G

ALL STA SALARY SCHEDULES

**STOCKTON TEACHERS ASSOCIATION
STA SALARY SCHEDULE HOURLY**

Effective: *07/01/2020

**REGULAR TEACHERS, SUMMER SCHOOL, HOME INSTRUCTION
CURRICULUM DEVELOPMENT, ADULT EDUCATION**

Teaching Experience	CLASS A BA (Hourly)	CLASS B BA + 15 (Hourly)	CLASS C BA + 30 or MA (Hourly)	CLASS D BA + 45 or MA + 15 (Hourly)	CLASS E BA + 60 or MA + 30 (Hourly)	CLASS F BA + 75 Including MA, Ph.D or Ed.D (Hourly)
01-05 YEARS	43.35	44.40	45.54	46.48	48.33	49.40
06-10 YEARS	46.40	47.34	48.34	49.40	50.33	51.40
11 YEARS	48.33	49.40	50.30	51.40	52.44	53.30
12+ YEARS	48.33	49.40	50.30	52.35	53.45	54.30

*2.0 % increase retroactive to 7/1/2022 per MOU approved 6/28/2022

2.0 % increase retroactive to 7/1/2020

2.0 % increase effective 07/01/18

**STOCKTON TEACHERS ASSOCIATION
ADULT SALARY SCHEDULE
Effective: *07/01/2020**

Step	CLASS 1A NON CREDENTIALLED (Annual)	CLASS A BA (Annual)	CLASS B BA+15 (Annual)	CLASS C BA+30 OR MA (Annual)	CLASS D BA+45 OR MA+15 (Annual)	CLASS E BA+60 OR MA+30 (Annual)	CLASS F BA+75 INC MA OR PHD (Annual)
01	51,702	53,182	53,182	53,182	53,182	54,514	57,422
02	51,702	53,182	53,182	53,182	53,182	57,199	60,327
03	51,702	53,182	53,182	53,182	56,530	59,877	63,233
04	51,702	53,182	52,329	55,858	58,987	62,560	66,138
05	51,702	53,182	54,741	58,094	61,444	65,243	69,042
06	51,702	53,182	56,753	60,328	63,920	67,924	71,945
07		55,416	58,765	62,561	66,362	70,603	74,854
08				64,798	68,818	73,288	77,754
09				67,032	71,278	75,969	80,661
10				69,267	73,739	78,652	83,567
11				71,500	76,193	81,335	86,471
12				73,739	80,105	85,578	93,345
13				75,969	83,456	88,929	96,699
14				75,969	83,456	88,929	96,699
15				75,969	83,456	88,929	96,699
16				75,969	87,925	93,397	101,169

The daily rate for this shall be determined by dividing the annual salary amount by 187.

Master Stipend (Annual) \$1,730

Doctorate Stipend (Annual) \$3,458

Per STA/SUSD Article 20.9.8: "Full-time Adult Education Teachers shall receive a 5 percent stipend on the Base Salary."

*2.0 % increase retroactive to 7/1/2020 per MOU approved 6/28/2022
2.0% increase retroactive to 7/1/2020
2.0 % increase effective 07/01/18

**STOCKTON TEACHERS ASSOCIATION
STA SALARY SCHEDULE SUBSTITUTES
Effective: *07/01/2020**

	AMOUNT
Daily Rate:	\$180.58
Half Day:	\$90.30
Per Period:	\$36.12

After five(5) consecutive days in the same assignment:

	AMOUNT
Daily Rate:	\$193.59
Half Day:	\$96.78

**After 18 consecutive days in the same assignment:
Appropriate placement on teachers salary schedule.**

**If an extended term substitute has less than a B.A. degree, the
salary schedule placement shall be the minimum teacher's salary.**

*2.0 % increase retroactive 7/1/2020 per MOU approved 6/28/2022
2.0 % increase retroactive 7/1/2020
2.0 % increase effective 07/01/18

STOCKTON TEACHERS ASSOCIATION

STA SALARY SCHEDULE

Effective Date: *07/01/2020

Step	CLASS 1A NON CREDENTIALIA	CLASS A BA (Annual)	CLASS B BA+15 (Annual)	CLASS C BA+30 OR MA	CLASS D BA+45 OR MA+15	CLASS E BA+60 OR MA+30	CLASS F BA+75 INC MA,PHD,ED
01	\$52,752	\$54,259	\$54,259	\$54,259	\$54,259	\$55,627	\$58,587
02	\$52,752	\$54,259	\$54,259	\$54,259	\$54,259	\$58,361	\$61,552
03	\$52,752	\$54,259	\$54,259	\$54,259	\$57,677	\$61,096	\$64,517
04	\$52,752	\$54,259	\$54,259	\$56,997	\$60,185	\$63,835	\$67,479
05	\$52,752	\$54,259	\$55,853	\$59,272	\$62,695	\$66,572	\$70,446
06	\$52,752	\$54,259	\$57,906	\$61,554	\$65,202	\$69,307	\$73,412
07		\$56,540	\$59,959	\$63,835	\$67,709	\$72,044	\$76,376
08		\$58,359	\$62,010	\$66,116	\$70,221	\$74,780	\$79,337
09		\$60,184	\$64,063	\$68,394	\$72,726	\$77,516	\$82,303
10		\$62,008	\$66,114	\$70,676	\$75,233	\$80,255	\$85,269
11		\$63,833	\$68,162	\$72,956	\$77,741	\$82,989	\$88,231
12		\$65,656	\$70,220	\$75,233	\$81,732	\$87,319	\$92,886
13		\$65,656	\$70,220	\$75,233	\$81,732	\$87,319	\$92,886
14		\$65,656	\$70,220	\$75,233	\$81,732	\$87,319	\$92,886
15		\$65,656	\$70,220	\$75,233	\$81,732	\$88,463	\$94,020
16		\$65,656	\$70,220	\$75,233	\$81,732	\$88,463	\$94,020
17		\$65,656	\$70,220	\$75,233	\$84,013	\$89,601	\$95,161
18		\$67,933	\$72,499	\$77,515	\$85,155	\$90,738	\$96,303
19		\$67,933	\$72,499	\$77,515	\$85,155	\$90,738	\$96,303
20		\$67,933	\$72,499	\$77,515	\$85,155	\$90,738	\$96,303
21		\$70,215	\$74,774	\$79,794	\$86,290	\$91,877	\$97,441
22						\$91,877	\$97,441
23						\$91,877	\$97,441
24						\$93,028	\$101,101

*2.0 % increase retroactive to 7/1/2020 per MOU approved 6/28/2022

2.0 % increase retroactive to 7/1/2020

2.0 % increase effective 7/1/2018

**STOCKTON TEACHERS ASSOCIATION
STA SALARY SCHEDULE ATHLETIC INCREMENT CODES
Effective *07/01/2020**

Stipend Base Salary: \$52,752 (Annual)

High School Athletic Director, Varsity Football, High School Activities Director		
Year	Percent	Amount (Annual)
1	10.5	\$5,539
2	11.5	\$6,067
3	12.5	\$6,594
4	13.5	\$7,122

Boys/Girls Varsity Golf, Boys/Girls Tennis, Asst. Soph Football, Boys/Girls Varsity Badminton		
Year	Percent	Amount (Annual)
1	4.5	\$2,374
2	5.5	\$2,901
3	6.5	\$3,429
4	7.5	\$3,957

Boys/Girls Varsity Basketball, Varsity Baseball, Varsity Volleyball, Boys/Girls Varsity Track, Varsity Wrestling, Varsity Softball, Boys/Girls Varsity Soccer		
Year	Percent	Amount (Annual)
1	7.5	\$3,957
2	8.5	\$4,484
3	9.5	\$5,011
4	10.5	\$5,539

Frosh Football, Boys/Girls Frosh Soccer, Frosh Volleyball, Boys/Girls Frosh Basketball, Frosh Softball, Frosh Baseball, Girls Frosh/Soph Track, Middle School Sports		
Year	Percent	Amount (Annual)
1	4.0	\$2110
2	5.0	\$2,638
3	6.0	\$3,165
4	7.0	\$3,692

Boys/Girls Varsity Swimming/Diving, Assist. Varsity Football, Soph Football, Boys/Girls Soph Basketball, Soph Baseball, Soph Softball, Soph Volleyball, Boys/Girls Soccer		
Year	Percent	Amount (Annual)
1	6.5	\$3,429
2	7.5	\$3,957
3	8.5	\$4,484
4	9.5	\$5,011

Asst. Frosh Football, Boys/Girls Frosh/Soph Badminton		
Year	Percent	Amount (Annual)
1	3.5	\$1,846
2	4.5	\$2,374
3	5.5	\$2,901
4	6.5	\$3,429

Cross-Country, Assistant Track, Sr. High Intramural, Assistant Wrestling, Boys/Girls Varsity Water Polo		
Year	Percent	Amount (Annual)
1	5.5	\$2,901
2	6.5	\$3,429
3	7.5	\$3,957
4	8.5	\$4,484

* Stipend Base Salary anchor to class 1A ("non-credentialed") effective 7/1/2020

**STOCKTON TEACHERS ASSOCIATION
STA SALARY SCHEDULE INCREMENT CODES
Effective Date: *07/01/2020**

Stipend Base Salary: \$52,752 (Annual)

	Year	% of Base	Amount (Annual)
SPEECH/DEBATE	1	4.5	\$2,374
DRAMA	2	5.5	\$2,901
BAND	3	6.5	\$3,429
JROTC	4	7.5	\$3,957

	Year	% of Base	Amount (Annual)
CHEERLEADING	1	3.5	\$1,846
FRESHMAN	2	4.5	\$2,374
	3	5.5	\$2,901
	4	6.5	\$3,429

	Year	% of Base	Amount (Annual)
NEWSPAPER	1	3.5	\$1,846
JOURNALISM	2	4.0	\$2,110
	3	4.5	\$2,374
	4	5.0	\$2,638

	Amount
Middle School Department Chairperson	\$ 1,424
plus \$11.91 for each teaching period in that department above 25 teaching periods.	

	Year	% of Base	Amount (Annual)
ANNUAL (YEARBOOK)	1	3.0	\$1,583
CHOIR	2	3.5	\$1,846
	3	4.0	\$2,110
	4	4.5	\$2,374

	Amount
High School Department Chairperson	\$ 1,898
plus \$15.88 for each teaching period in that department above 25 teaching periods.	

	Year	% of Base	Amount (Annual)
CHEERLEADING	1	4.5	\$2,374
VARSIITY	2	5.5	\$2,901
	3	6.5	\$3,429
	4	7.5	\$3,957

	Year	% of Base	Amount (Annual)
CHEERLEADING	1	4.0	\$2,110
SOPHOMORE	2	5.0	\$2,638
	3	6.0	\$3,165
	4	7.0	\$3,692

* Stipend Base Salary anchor to class 1A ("non-credentialed") effective 7/1/2020

**STOCKTON TEACHERS ASSOCIATION
STA SALARY SCHEDULE INCREMENT CODES
Effective Date: *07/01/2020**

Stipend Base Salary: \$52,752 (Annual)

STIPEND	AMOUNT (Annual)
STA BILINGUAL	\$1,318.86
STA ELEM PREP	\$1,213.80
DOCTORATE	\$3,458.00
MASTERS	\$1,730.00
HS DEPT CHAIR	\$1,898.95
MS DEPT CHAIR	\$1,424.23
SP ED STIP	\$1,846.20

* Stipend Base Salary anchor to class 1A ("non-credentialed") effective 7/1/2020

**STOCKTON TEACHERS ASSOCIATION
PRESCHOOL SALARY SCHEDULE
Effective Date: *07/01/2020**

**HEAD START ASSOCIATE TEACHER
(Based on a 8-hours workday)**

Step	A 0-14 (Annual)	B 15-29 (Annual)	C 30-44 (Annual)	D 45-59 (Annual)	E 60-74 (Annual)	F 75-89 (Annual)	G 90-104 (Annual)	H 105+ (Annual)
01	23,704	25,681	27,663	29,727	31,203	32,806	34,412	36,141
02	24,870	26,944	29,056	31,204	32,806	34,412	36,141	37,994
03	26,159	28,341	30,490	32,807	34,412	36,141	37,994	39,851
04	27,441	29,727	32,009	34,412	36,141	37,950	39,989	41,834
05	28,801	31,204	33,653	36,141	37,950	39,851	41,834	43,984

**PRESCHOOL 8HRS PER DAY
(Based on a 8-hours workday)**

Step	A 0-14 (Annual)	B 15-29 (Annual)	C 30-44 (Annual)	D 45-59 (Annual)	E 60-74 (Annual)	F 75-89 (Annual)	G 90-104 (Annual)	H 105+ (Annual)	I BA (Annual)
01	29,672	31,964	34,350	36,051	37,906	39,759	41,759	43,902	48,725
02	31,134	33,572	36,052	37,906	39,759	41,759	43,902	46,046	50,679
03	32,747	35,229	37,907	39,759	41,759	43,902	46,046	48,339	52,620
04	34,350	36,983	39,759	41,759	43,847	46,046	48,339	50,819	54,571
05	36,052	38,881	41,759	43,847	46,046	48,339	50,819	53,309	56,521

**PACE PERMIT TEACHERS
(Based on a 7-hour workday)**

Step	A 0-14 (Annual)	B 15-29 (Annual)	C 30-44 (Annual)	D 45-59 (Annual)	E 60-74 (Annual)	F 75-89 (Annual)	G 90-104 (Annual)	H 105+ (Annual)	I BA (Annual)
01	25,962	27,969	30,055	31,546	33,167	34,791	36,538	38,414	42,635
02	27,241	29,375	31,547	33,167	34,791	36,538	38,414	40,291	44,342
03	28,653	30,824	33,168	34,791	36,538	38,414	40,291	42,296	46,043
04	30,055	32,362	34,792	36,538	38,368	40,427	42,296	44,468	47,751
05	31,547	34,021	36,538	38,368	40,291	42,296	44,468	46,645	49,457

*2.0 % increase retroactive to 7/1/2020 per MOU approved 6/28/2022
2.0 % retroactive 7/1/2020
PreK longevity created effective 7/1/2019

**STOCKTON TEACHERS ASSOCIATION
PRESCHOOL SALARY SCHEDULE
Effective Date: *07/01/2020**

**STANDARD PERMIT TEACHERS
(Based on a 5-hour workday)**

Step	A 0-14 (Annual)	B 15-29 (Annual)	C 30-44 (Annual)	D 45-59 (Annual)	E 60-74 (Annual)	F 75-89 (Annual)	G 90-104 (Annual)	H 105+ (Annual)	I BA (Annual)
01	18,536	19,971	21,457	22,526	23,684	24,841	26,087	27,427	30,440
02	19,455	20,968	22,528	23,684	24,841	26,087	27,427	28,767	31,662
03	20,458	22,011	23,685	24,841	26,087	27,427	28,767	30,200	32,875
04	21,457	23,105	24,841	26,087	27,392	28,767	30,200	31,754	34,095
05	22,528	24,289	26,087	27,392	28,767	30,200	31,754	33,303	35,310

**PRESCHOOL TEACHER LONGEVITY
(Based on years in service)**

Years in Service	Step	LONG STAPK Amount (Annual)
5-9	01	\$510
10-19	02	\$1,020
20+	03	\$1,530

*2.0% increase retroactive to 7/1/2020 per MOU approved 6/28/2022
2.0 % retroactive 7/1/2020
PreK longevity created effective 7/1/2019

STOCKTON TEACHERS ASSOCIATION
STA SALARY SCHEDULE 45 DAYS CONSULTANTS
Effective Date: *07/01/2020

Service Term:	Payment Amount (Annual):
45 Days	\$14,040.30

To participate as a 45 Day Consultant, retiree shall have completed 180 days separation from service after retirement pursuant to retirement system requirements.

PER Article 10.2.2:

The retiree shall serve forty-five (45) days per school year and receive the same salary percentage increase as regular teachers. Retirees serving 45 days shall receive \$14,040.30. This figure shall not exceed the STRS (State Teachers' Retirement System) maximum allowable earnings. The schedule of payment shall be requested by the retiree within the constraints of the law.

*2.0% increase retroactive to 7/1/2020 per MOU approved 6/28/2022
2.0 % retroactive 7/1/2020
2.0 % increase effective 07/01/18

**STOCKTON TEACHERS ASSOCIATION
STA CTE Salary Schedule
Effective Date: *07/01/2020**

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

- One (1) year industry work experience in the credentialed CTE field, approved paralleling CTC guidelines = 1 VE
- Fifteen (15) academic units (inclusive of vocational training education in credentialed CTE field) = 1 VE
- Official licensing (inclusive of industry certificates) in the credentialed CTE field = 1 VE
- BA is equivalent to 3 VE; MA is equivalent to 2 VE more than a BA

Note: The CTC's vocational experience qualifications for a CTE Preliminary Credential are not double-counted. (Whatever satisfied the preliminary credential requirements is already providing 3 VE itself via the prelim.)

	CTE Equivalents* for Class A-F	Preliminary (equates to 3 VE)	Preliminary +1 VE (4 VE)	CLEAR +2 VE (5 VE)	CLEAR +3 VE (6 VE) including AA/+ or licensing	CLEAR +4 VE (7 VE) incl. BA/+, or AA/+ & licensing	CLEAR +5 VE (8 VE) incl. MA/+, or BA/+ & licensing
Step	CLASS 1A Non Credentialed	CLASS A (Annual)	CLASS B (Annual)	CLASS C (Annual)	CLASS D (Annual)	CLASS E (Annual)	CLASS F (Annual)
01	52,752	54,259	54,259	54,259	54,259	55,627	58,587
02	52,752	54,259	54,259	54,259	54,259	58,361	61,552
03	52,752	54,259	54,259	54,259	57,677	61,096	64,517
04	52,752	54,259	54,259	56,997	60,185	63,835	67,479
05	52,752	54,259	55,853	59,272	62,695	66,572	70,446
06	52,752	54,259	57,935	61,554	65,202	69,307	73,412
07		56,540	59,959	63,835	67,709	72,044	76,376
08		58,359	62,010	66,116	70,221	74,780	79,337
09		60,184	64,063	68,394	72,726	77,516	82,303
10		62,008	66,114	70,676	75,233	80,255	85,269
11		63,833	68,162	72,956	77,741	82,989	88,231
12		65,656	70,220	75,233	81,732	87,319	92,886
13		65,656	70,220	75,233	81,732	87,319	92,886
14		65,656	70,220	75,233	81,732	87,319	92,886
15		65,656	70,220	75,233	81,732	88,463	94,020
16		65,656	70,220	75,233	81,732	88,463	94,020
17		65,656	70,220	75,233	84,013	89,601	95,161
18		67,933	72,499	77,515	85,155	90,738	96,303
19		67,933	72,499	77,515	85,155	90,738	96,303
20		67,933	72,499	77,515	85,155	90,738	96,303
21		70,215	74,774	79,794	86,290	91,877	97,441
22						91,877	97,441
23						91,877	97,441
24						93,028	101,101

*2.0% increase retroactive to 7/1/2020 per MOU approved 6/28/2022

2.0 % retroactive 7/1/2020

**STOCKTON TEACHERS ASSOCIATION
STA SALARY SCHEDULE HOURLY**

Effective: *07/01/2021

**REGULAR TEACHERS, SUMMER SCHOOL, HOME INSTRUCTION
CURRICULUM DEVELOPMENT, ADULT EDUCATION**

Teaching Experience	CLASS A BA (Hourly)	CLASS B BA + 15 (Hourly)	CLASS C BA + 30 or MA (Hourly)	CLASS D BA + 45 or MA + 15 (Hourly)	CLASS E BA + 60 or MA + 30 (Hourly)	CLASS F BA + 75 Including MA, Ph.D or Ed.D (Hourly)
01-05 YEARS	45.08	46.18	47.36	48.34	50.26	51.37
06-10 YEARS	48.24	49.22	50.26	51.37	52.31	53.45
11 YEARS	50.26	51.37	52.31	53.45	54.54	55.43
12+ YEARS	50.26	51.37	52.31	54.44	55.59	56.46

* Base salary increased 4% retroactive to 7/1/2021
Base salary increased 2% retroactive to 7/1/2020 per MOU approved 7/1/2020

**STOCKTON TEACHERS ASSOCIATION
ADULT SALARY SCHEDULE
Effective: *07/01/2021**

Step	CLASS 1A NON CREDENTIALLED (Annual)	CLASS A BA (Annual)	CLASS B BA+15 (Annual)	CLASS C BA+30 OR MA (Annual)	CLASS D BA+45 OR MA+15 (Annual)	CLASS E BA+60 OR MA+30 (Annual)	CLASS F BA+75 INC MA OR PHD (Annual)
01	53,770	55,309	55,309	55,309	55,309	56,695	59,719
02	53,770	55,309	55,309	55,309	55,309	59,487	62,740
03	53,770	55,309	55,309	55,309	58,791	62,272	65,762
04	53,770	55,309	54,422	58,092	61,346	65,062	68,784
05	53,770	55,309	56,931	60,418	63,902	67,853	71,804
06	53,770	55,309	59,023	62,741	66,458	70,641	74,823
07		57,633	61,116	65,063	69,016	73,427	77,848
08				67,390	71,571	76,220	80,864
09				69,713	74,129	79,008	83,887
10				72,038	76,689	81,798	86,910
11				74,360	79,241	84,588	89,930
12				76,689	83,309	89,001	97,079
13				79,008	86,794	92,486	100,567
14				79,008	86,794	92,486	100,567
15				79,008	86,794	92,486	100,567
16				79,008	91,442	97,133	105,216

The daily rate for this shall be determined by dividing the annual salary amount by 187.

Per STA/SUSD Article 20.9.8: "Full-time Adult Education Teachers shall receive a 5 percent stipend on the Base Salary."

* Base salary increased 4% retroactive to 7/1/2021
Base salary increased 2% retroactive to 7/1/2020 per MOU approved 6/28/2022

**STOCKTON TEACHERS ASSOCIATION
STA SALARY SCHEDULE SUBSTITUTES
Effective: *07/01/2021**

	AMOUNT
Daily Rate:	187.80
Half Day:	93.91
Per Period:	37.56

After five(5) consecutive days in the same assignment:

	AMOUNT
Daily Rate:	201.33
Half Day:	100.65

**After 18 consecutive days in the same assignment:
Appropriate placement on teachers salary schedule.**

**If an extended term substitute has less than a B.A. degree, the
salary schedule placement shall be the minimum teacher's salary.**

* Base salary increased 4% retroactive to 7/1/2021
Base salary increased 2% retroactive to 7/1/2020 per MOU approved 6/28/2022

STOCKTON TEACHERS ASSOCIATION

STA Salary Schedule

Effective Date: *07/01/2022

Step	CLASS 1A NON CREDENTIALIA	CLASS A BA (Annual)	CLASS B BA+15 (Annual)	CLASS C BA+30 OR MA	CLASS D BA+45 OR MA+15	CLASS E BA+60 OR MA+30	CLASS F BA+75 INC MA,PHD,ED
01	\$54,862	\$56,429	\$56,429	\$56,429	\$56,429	\$57,852	\$60,930
02	\$54,862	\$56,429	\$56,429	\$56,429	\$56,429	\$60,695	\$64,014
03	\$54,862	\$56,429	\$56,429	\$56,429	\$59,984	\$63,540	\$67,098
04	\$54,862	\$56,429	\$56,429	\$59,277	\$62,592	\$66,388	\$70,178
05	\$54,862	\$56,429	\$58,087	\$61,643	\$65,203	\$69,235	\$73,264
06	\$54,862	\$56,429	\$60,222	\$64,016	\$67,810	\$72,079	\$76,348
07		\$58,802	\$62,357	\$66,388	\$70,417	\$74,926	\$79,431
08		\$60,693	\$64,490	\$68,761	\$73,030	\$77,771	\$82,510
09		\$62,591	\$66,626	\$71,130	\$75,635	\$80,617	\$85,595
10		\$64,488	\$68,759	\$73,503	\$78,242	\$83,465	\$88,680
11		\$66,386	\$70,888	\$75,874	\$80,851	\$86,309	\$91,760
12		\$68,282	\$73,029	\$78,242	\$85,001	\$90,812	\$96,601
13		\$68,282	\$73,029	\$78,242	\$85,001	\$90,812	\$96,601
14		\$68,282	\$73,029	\$78,242	\$85,001	\$90,812	\$96,601
15		\$68,282	\$73,029	\$78,242	\$85,001	\$92,002	\$97,781
16		\$68,282	\$73,029	\$78,242	\$85,001	\$92,002	\$97,781
17		\$68,282	\$73,029	\$78,242	\$87,374	\$93,185	\$98,967
18		\$70,650	\$75,399	\$80,616	\$88,561	\$94,368	\$100,155
19		\$70,650	\$75,399	\$80,616	\$88,561	\$94,368	\$100,155
20		\$70,650	\$75,399	\$80,616	\$88,561	\$94,368	\$100,155
21		\$73,024	\$77,765	\$82,986	\$89,742	\$95,552	\$101,339
22						\$95,552	\$101,339
23						\$95,552	\$101,339
24						\$96,749	\$105,145

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

Base salary increased 2% retroactive to 7/1/2020 per MOU approved 6/28/2022

**STOCKTON TEACHERS ASSOCIATION
STA SALARY SCHEDULE ATHLETIC INCREMENT CODES
Effective *07/01/2021**

Stipend Base Salary: \$54,862 (Annual)

High School Athletic Director, Varsity Football, High School Activities Director		
Year	Percent	Amount (Annual)
1	10.5	\$5,761
2	11.5	\$6,310
3	12.5	\$6,858
4	13.5	\$7,407

Boys/Girls Varsity Basketball, Varsity Baseball, Varsity Volleyball, Boys/Girls Varsity Track, Varsity Wrestling, Varsity Softball, Boys/Girls Varsity Soccer		
Year	Percent	Amount (Annual)
1	7.5	\$4,115
2	8.5	\$4,663
3	9.5	\$5,211
4	10.5	\$5,761

Boys/Girls Varsity Swimming/Diving, Assist. Varsity Football, Soph Football, Boys/Girls Soph Basketball, Soph Baseball, Soph Softball, Soph Volleyball, Boys/Girls Soccer		
Year	Percent	Amount (Annual)
1	6.5	\$3,566
2	7.5	\$4,115
3	8.5	\$4,663
4	9.5	\$5,211

Cross-Country, Assistant Track, Sr. High Intramural, Assistant Wrestling, Boys/Girls Varsity Water Polo		
Year	Percent	Amount (Annual)
1	5.5	\$3,017
2	6.5	\$3,566
3	7.5	\$4,115
4	8.5	\$4,663

Boys/Girls Varsity Golf, Boys/Girls Tennis, Asst. Soph Football, Boys/Girls Varsity Badminton		
Year	Percent	Amount (Annual)
1	4.5	\$2,469
2	5.5	\$3,017
3	6.5	\$3,566
4	7.5	\$4,115

Frosh Football, Boys/Girls Frosh Soccer, Frosh Volleyball, Boys/Girls Frosh Basketball, Frosh Softball, Frosh Baseball, Girls Frosh/Soph Track, Middle School Sports		
Year	Percent	Amount (Annual)
1	4.0	\$2,194
2	5.0	\$2,744
3	6.0	\$3,292
4	7.0	\$3,840

Asst. Frosh Football, Boys/Girls Frosh/Soph Badminton		
Year	Percent	Amount (Annual)
1	3.5	\$1,920
2	4.5	\$2,469
3	5.5	\$3,017
4	6.5	\$3,566

* Stipend Base Salary anchor to Class 1A ("non-credentialed") effective 7/1/2019

**STOCKTON TEACHERS ASSOCIATION
STA SALARY SCHEDULE INCREMENT CODES
Effective Date: *07/01/2021**

Stipend Base Salary: \$54,862.00 (Annual)

	Year	% of Base	Amount (Annual)
SPEECH/DEBATE	1	4.5	\$2,469
DRAMA	2	5.5	\$3,017
BAND	3	6.5	\$3,566
JROTC	4	7.5	\$4,115

	Year	% of Base	Amount (Annual)
CHEERLEADING	1	3.5	\$1,920
FRESHMAN	2	4.5	\$2,469
	3	5.5	\$3,017
	4	6.5	\$3,566

	Year	% of Base	Amount (Annual)
NEWSPAPER	1	3.5	\$1,920
JOURNALISM	2	4.0	\$2,194
	3	4.5	\$2,469
	4	5.0	\$2,744

	Amount
Middle School Department Chairperson	\$ 1,494
plus \$ for each teaching period in that department above 25 teaching periods.	

	Year	% of Base	Amount (Annual)
ANNUAL (YEARBOOK)	1	3.0	\$1,646
CHOIR	2	3.5	\$1,920
	3	4.0	\$2,194
	4	4.5	\$2,469

	Amount
High School Department Chairperson	\$ 1,975
plus \$ for each teaching period in that department above 25 teaching periods.	

	Year	% of Base	Amount (Annual)
CHEERLEADING	1	4.5	\$2,469
VARSITY	2	5.5	\$3,017
	3	6.5	\$3,566
	4	7.5	\$4,115

	Year	% of Base	Amount (Annual)
CHEERLEADING	1	4.0	\$2,194
SOPHOMORE	2	5.0	\$2,744
	3	6.0	\$3,292
	4	7.0	\$3,840

*Stipend Base Salary anchor to Class 1A ("non-credentialed") effective 7/1/2019

**STOCKTON TEACHERS ASSOCIATION
STA SALARY SCHEDULE INCREMENT CODES
Effective Date: *07/01/2021**

Stipend Base Salary: \$54,862.00 (Annual)

STIPEND	AMOUNT (Annual)
STA BILINGUAL	\$1,371.61
STA ELEM PREP	\$1,262.35
DOCTORATE	\$3,596.00
MASTERS	\$1,799.00
HS DEPT CHAIR	\$1,975.00
MS DEPT CHAIR	\$1,494.00
SP ED STIP	\$1,920.05

* Stipend Base Salary ancho to class 1A ("non-credentialed") effective 7/1/2021

**STOCKTON TEACHERS ASSOCIATION
PRESCHOOL SALARY SCHEDULE
Effective Date: *07/01/2021**

**HEAD START ASSOCIATE TEACHER
(Based on a 8-hours workday)**

Step	A 0-14 (Annual)	B 15-29 (Annual)	C 30-44 (Annual)	D 45-59 (Annual)	E 60-74 (Annual)	F 75-89 (Annual)	G 90-104 (Annual)	H 105+ (Annual)
01	\$24,652	\$26,708	\$28,770	\$30,916	\$32,451	\$34,118	\$35,788	\$37,587
02	\$25,865	\$28,022	\$30,218	\$32,452	\$34,118	\$35,788	\$37,587	\$39,514
03	\$27,205	\$29,475	\$31,710	\$34,119	\$35,788	\$37,587	\$39,514	\$41,445
04	\$28,539	\$30,916	\$33,289	\$35,788	\$37,587	\$39,468	\$41,589	\$43,507
05	\$29,953	\$32,452	\$34,999	\$37,587	\$39,468	\$41,445	\$43,507	\$45,743

**PRESCHOOL 8HRS PER DAY
(Based on a 8-hours workday)**

Step	A 0-14 (Annual)	B 15-29 (Annual)	C 30-44 (Annual)	D 45-59 (Annual)	E 60-74 (Annual)	F 75-89 (Annual)	G 90-104 (Annual)	H 105+ (Annual)	I BA (Annual)
01	\$30,859	\$33,243	\$35,724	\$37,493	\$39,422	\$41,349	\$43,429	\$45,658	\$50,674
02	\$32,379	\$34,915	\$37,494	\$39,422	\$41,349	\$43,429	\$45,658	\$47,888	\$52,706
03	\$34,057	\$36,638	\$39,423	\$41,349	\$43,429	\$45,658	\$47,888	\$50,273	\$54,725
04	\$35,724	\$38,462	\$41,349	\$43,429	\$45,601	\$47,888	\$50,273	\$52,852	\$56,754
05	\$37,494	\$40,436	\$43,429	\$45,601	\$47,888	\$50,273	\$52,852	\$55,441	\$58,782

**PACE PERMIT TEACHERS
(Based on a 7-hour workday)**

Step	A 0-14 (Annual)	B 15-29 (Annual)	C 30-44 (Annual)	D 45-59 (Annual)	E 60-74 (Annual)	F 75-89 (Annual)	G 90-104 (Annual)	H 105+ (Annual)	I BA (Annual)
01	\$27,001	\$29,088	\$31,258	\$32,807	\$34,494	\$36,183	\$38,000	\$39,951	\$44,340
02	\$28,331	\$30,550	\$32,808	\$34,494	\$36,183	\$38,000	\$39,951	\$41,903	\$46,116
03	\$29,799	\$32,057	\$34,495	\$36,183	\$38,000	\$39,951	\$41,903	\$43,988	\$47,885
04	\$31,258	\$33,656	\$36,183	\$38,000	\$39,903	\$42,044	\$43,988	\$46,247	\$49,661
05	\$32,808	\$35,382	\$38,000	\$39,903	\$41,903	\$43,988	\$46,247	\$48,510	\$51,435

* Base salary increased 4% retroactive to 7/1/2021
Base salary increased 2% retroactive to 7/1/2020

**STOCKTON TEACHERS ASSOCIATION
PRESCHOOL SALARY SCHEDULE
Effective Date: *07/01/2021**

**STANDARD PERMIT TEACHERS
(Based on a 5-hour workday)**

Step	A 0-14 (Annual)	B 15-29 (Annual)	C 30-44 (Annual)	D 45-59 (Annual)	E 60-74 (Annual)	F 75-89 (Annual)	G 90-104 (Annual)	H 105+ (Annual)	I BA (Annual)
01	\$19,277	\$20,770	\$22,315	\$23,427	\$24,631	\$25,835	\$27,130	\$28,524	\$31,658
02	\$20,233	\$21,807	\$23,429	\$24,631	\$25,835	\$27,130	\$28,524	\$29,918	\$32,928
03	\$21,276	\$22,891	\$24,632	\$25,835	\$27,130	\$28,524	\$29,918	\$31,408	\$34,190
04	\$22,315	\$24,029	\$25,835	\$27,130	\$28,488	\$29,918	\$31,408	\$33,024	\$35,459
05	\$23,429	\$25,261	\$27,130	\$28,488	\$29,918	\$31,408	\$33,024	\$34,635	\$36,722

**PRESCHOOL TEACHER LONGEVITY
(Based on years in service)**

Years in Service	Step	LONG STAPK Amount (Annual)
5-9	01	\$547.25
10-19	02	\$1,094.50
20+	03	\$1,641.75

Preschool Master Annual Stipend: \$1,806

Preschool Doctorate Annual Stipend: \$3,612

* Base salary increased 4% retroactive to 7/1/2021
Base salary increased 2% retroactive to 7/1/2020

STOCKTON TEACHERS ASSOCIATION
STA SALARY SCHEDULE RETIRED CONSULTANTS
Effective Date: *07/01/2021

Service Term:	Payment Amount (Annual):
270 hours	14,601.91

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

PER Article 10.2.2:

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

*Base salary increased 4% retroactive to 7/1/2021
Base salary increased 2% retroactive to 7/1/2020 per MOU approved 6/28/2022

**STOCKTON TEACHERS ASSOCIATION
STA CTE Salary Schedule
Effective Date: *07/01/2021**

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

- One (1) year industry work experience in the credentialed CTE field, approved paralleling CTC guidelines = 1 VE
- Fifteen (15) academic units (inclusive of vocational training education in credentialed CTE field) = 1 VE
- Official licensing (inclusive of industry certificates) in the credentialed CTE field = 1 VE
- BA is equivalent to 3 VE; MA is equivalent to 2 VE more than a BA

Note: The CTC's vocational experience qualifications for a CTE Preliminary Credential are not double-counted. (Whatever satisfied the preliminary credential requirements is already providing 3 VE itself via the prelim.)

CTE Equivalents* for Class A-F		Preliminary (equates to 3 VE)	Preliminary +1 VE (4 VE)	CLEAR +2 VE (5 VE)	CLEAR +3 VE (6 VE) including AA/+ or licensing	CLEAR +4 VE (7 VE) incl. BA/+, or AA/+ & licensing	CLEAR +5 VE (8 VE) incl. MA/+, or BA/+ & licensing
Step	CLASS 1A Non Credentialed	CLASS A (Annual)	CLASS B (Annual)	CLASS C (Annual)	CLASS D (Annual)	CLASS E (Annual)	CLASS F (Annual)
01	54,862	56,429	56,429	56,429	56,429	57,852	60,930
02	54,862	56,429	56,429	56,429	56,429	60,695	64,014
03	54,862	56,429	56,429	56,429	59,984	63,540	67,098
04	54,862	56,429	56,429	59,277	62,592	66,388	70,178
05	54,862	56,429	58,087	61,643	65,203	69,235	73,264
06	54,862	56,429	60,252	64,016	67,810	72,079	76,348
07		58,802	62,357	66,388	70,417	74,926	79,431
08		60,693	64,490	68,761	73,030	77,771	82,510
09		62,591	66,626	71,130	75,635	80,617	85,595
10		64,488	68,759	73,503	78,242	83,465	88,680
11		66,386	70,888	75,874	80,851	86,309	91,760
12		68,282	73,029	78,242	85,001	90,812	96,601
13		68,282	73,029	78,242	85,001	90,812	96,601
14		68,282	73,029	78,242	85,001	90,812	96,601
15		68,282	73,029	78,242	85,001	92,002	97,781
16		68,282	73,029	78,242	85,001	92,002	97,781
17		68,282	73,029	78,242	87,374	93,185	98,967
18		70,650	75,399	80,616	88,561	94,368	100,155
19		70,650	75,399	80,616	88,561	94,368	100,155
20		70,650	75,399	80,616	88,561	94,368	100,155
21		73,024	77,765	82,986	89,742	95,552	101,339
22						95,552	101,339
23						95,552	101,339
24						96,749	105,145

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

Base salary increased 2% retroactive to 7/1/2020 per MOU approved 6/28/2022

**STOCKTON TEACHERS ASSOCIATION
STA SALARY SCHEDULE HOURLY**

Effective: *07/01/2021

**REGULAR TEACHERS, SUMMER SCHOOL, HOME INSTRUCTION
CURRICULUM DEVELOPMENT, ADULT EDUCATION**

Teaching Experience	CLASS A BA (Hourly)	CLASS B BA + 15 (Hourly)	CLASS C BA + 30 or MA (Hourly)	CLASS D BA + 45 or MA + 15 (Hourly)	CLASS E BA + 60 or MA + 30 (Hourly)	CLASS F BA + 75 Including MA, Ph.D or Ed.D (Hourly)
01-05 YEARS	45.08	46.18	47.36	48.34	50.26	51.37
06-10 YEARS	48.24	49.22	50.26	51.37	52.31	53.45
11 YEARS	50.26	51.37	52.31	53.45	54.54	55.43
12+ YEARS	50.26	51.37	52.31	54.44	55.59	56.46

Updated athletic coaching assignments

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

Base salary increased 2% retroactive to 7/1/2020 per TA approved 6/28/2022

**STOCKTON TEACHERS ASSOCIATION
ADULT SALARY SCHEDULE Effective:
*07/01/2021**

Step	CLASS 1A NON CREDENTIALLED (Annual)	CLASS A BA (Annual)	CLASS B BA+15 (Annual)	CLASS C BA+30 OR MA (Annual)	CLASS D BA+45 OR MA+15 (Annual)	CLASS E BA+60 OR MA+30 (Annual)	CLASS F BA+75 INC MA OR PHD (Annual)
01	53,770	55,309	55,309	55,309	55,309	56,695	59,719
02	53,770	55,309	55,309	55,309	55,309	59,487	62,740
03	53,770	55,309	55,309	55,309	58,791	62,272	65,762
04	53,770	55,309	54,422	58,092	61,346	65,062	68,784
05	53,770	55,309	56,931	60,418	63,902	67,853	71,804
06	53,770	55,309	59,023	62,741	66,458	70,641	74,823
07		57,633	61,116	65,063	69,016	73,427	77,848
08				67,390	71,571	76,220	80,864
09				69,713	74,129	79,008	83,887
10				72,038	76,689	81,798	86,910
11				74,360	79,241	84,588	89,930
12				76,689	83,309	89,001	97,079
13				79,008	86,794	92,486	100,567
14				79,008	86,794	92,486	100,567
15				79,008	86,794	92,486	100,567
16				79,008	91,442	97,133	105,216

The daily rate for this shall be determined by dividing the annual salary amount by 187.

Masters Stipend (Annual) \$1,774

Doctorate Stipend (Annual) \$3,549

Per STA/SUSD Article 20.9.8: "Full-time Adult Education Teachers shall receive a 5 percent stipend on the Base Salary."

Updated athletic coaching positions

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

Base salary increased 2% retroactive to 7/1/2020 per TA approved 6/28/2022

187 Days

Revision date: 2/28/2023

**STOCKTON TEACHERS ASSOCIATION
STA SALARY SCHEDULE SUBSTITUTES
Effective: *7/01/2021**

	AMOUNT
Daily Rate:	187.80
Half Day:	93.91
Per Period:	37.56

After five(5) consecutive days in the same assignment:

	AMOUNT
Daily Rate:	201.33
Half Day:	100.65

**After 18 consecutive days in the same assignment:
Appropriate placement on teachers salary schedule.**

**If an extended term substitute has less than a B.A. degree, the
salary schedule placement shall be the minimum teacher's salary.**

Updated athletic coaching positions

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

Base salary increased 2% retroactive to 7/1/2020 per TA approved 6/28/2022

STOCKTON TEACHERS ASSOCIATION

STA Salary Schedule

Effective Date: *07/01/2021

Step	CLASS 1A NON CREDENTIALIA	CLASS A BA (Annual)	CLASS B BA+15 (Annual)	CLASS C BA+30 OR MA	CLASS D BA+45 OR MA+15	CLASS E BA+60 OR MA+30	CLASS F BA+75 INC MA,PHD,ED
01	\$54,862	\$56,429	\$56,429	\$56,429	\$56,429	\$57,852	\$60,930
02	\$54,862	\$56,429	\$56,429	\$56,429	\$56,429	\$60,695	\$64,014
03	\$54,862	\$56,429	\$56,429	\$56,429	\$59,984	\$63,540	\$67,098
04	\$54,862	\$56,429	\$56,429	\$59,277	\$62,592	\$66,388	\$70,178
05	\$54,862	\$56,429	\$58,087	\$61,643	\$65,203	\$69,235	\$73,264
06	\$54,862	\$56,429	\$60,222	\$64,016	\$67,810	\$72,079	\$76,348
07		\$58,802	\$62,357	\$66,388	\$70,417	\$74,926	\$79,431
08		\$60,693	\$64,490	\$68,761	\$73,030	\$77,771	\$82,510
09		\$62,591	\$66,626	\$71,130	\$75,635	\$80,617	\$85,595
10		\$64,488	\$68,759	\$73,503	\$78,242	\$83,465	\$88,680
11		\$66,386	\$70,888	\$75,874	\$80,851	\$86,309	\$91,760
12		\$68,282	\$73,029	\$78,242	\$85,001	\$90,812	\$96,601
13		\$68,282	\$73,029	\$78,242	\$85,001	\$90,812	\$96,601
14		\$68,282	\$73,029	\$78,242	\$85,001	\$90,812	\$96,601
15		\$68,282	\$73,029	\$78,242	\$85,001	\$92,002	\$97,781
16		\$68,282	\$73,029	\$78,242	\$85,001	\$92,002	\$97,781
17		\$68,282	\$73,029	\$78,242	\$87,374	\$93,185	\$98,967
18		\$70,650	\$75,399	\$80,616	\$88,561	\$94,368	\$100,155
19		\$70,650	\$75,399	\$80,616	\$88,561	\$94,368	\$100,155
20		\$70,650	\$75,399	\$80,616	\$88,561	\$94,368	\$100,155
21		\$73,024	\$77,765	\$82,986	\$89,742	\$95,552	\$101,339
22						\$95,552	\$101,339
23						\$95,552	\$101,339
24						\$96,749	\$105,145

Updated athletic coaching positions

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

Base salary increased 2% retroactive to 7/1/2020 per TA approved 6/28/2022

187 Days

Revision date: 2/28/2023

**STOCKTON TEACHERS ASSOCIATION
STA SALARY SCHEDULE ATHLETIC INCREMENT CODES
Effective 07/01/2021**

Stipend Base Salary: \$54,862 (Annual)

High School Athletic Director, Varsity Football, High School Activities Director		
Year	Percent	Amount (Annual)
1	10.5	\$5,761
2	11.5	\$6,310
3	12.5	\$6,858
4	13.5	\$7,407

Boys/Girls Varsity Basketball, Varsity Baseball, Varsity Volleyball, Boys/Girls Varsity Track, Varsity Wrestling, Varsity Softball, Boys/Girls Varsity Soccer Assistant Varsity: Baseball, Softball, Cheer Assistant Varsity Boys/Girls: Basketball, Soccer, Track, Tennis, Volleyball Site Discretion (fall/winter/spring)		
Year	Percent	Amount (Annual)
1	7.5	\$4,115
2	8.5	\$4,663
3	9.5	\$5,211
4	10.5	\$5,761

Boys/Girls Varsity Swimming/Diving, Assist. Varsity Football, Soph Football, Boys/Girls Soph Basketball, Soph Baseball, Soph Softball, Soph Volleyball, Boys/Girls Soccer		
Year	Percent	Amount (Annual)
1	6.5	\$3,566
2	7.5	\$4,115
3	8.5	\$4,663
4	9.5	\$5,211

Cross-Country, Assistant Track, Sr. High Intramural, Assistant Wrestling, Boys/Girls Varsity Water Polo		
Year	Percent	Amount (Annual)
1	5.5	\$3,017
2	6.5	\$3,566
3	7.5	\$4,115
4	8.5	\$4,663

Boys/Girls Varsity Golf, Boys/Girls Tennis, Asst. Soph Football, Boys/Girls Varsity Badminton		
Year	Percent	Amount (Annual)
1	4.5	\$2,469
2	5.5	\$3,017
3	6.5	\$3,566
4	7.5	\$4,115

Frosh Football, Boys/Girls Frosh Soccer, Frosh Volleyball, Boys/Girls Frosh Basketball, Frosh Softball, Frosh Baseball, Girls Frosh/Soph Track, Middle School Sports		
Year	Percent	Amount (Annual)
1	4.0	\$2,194
2	5.0	\$2,744
3	6.0	\$3,292
4	7.0	\$3,840

Asst. Frosh Football, Boys/Girls Frosh/Soph Badminton		
Year	Percent	Amount (Annual)
1	3.5	\$1,920
2	4.5	\$2,469
3	5.5	\$3,017
4	6.5	\$3,566

Stipend Base Salary anchor to Class 1A ("non-credentialed") effective 7/1/2019

**STOCKTON TEACHERS ASSOCIATION
STA SALARY SCHEDULE INCREMENT CODES
Effective Date: *07/01/2021**

Stipend Base Salary: \$54,862.00 (Annual)

	Year	% of Base	Amount (Annual)
SPEECH/DEBATE	1	4.5	\$2,469
DRAMA	2	5.5	\$3,017
BAND	3	6.5	\$3,566
JROTC	4	7.5	\$4,115

	Year	% of Base	Amount (Annual)
CHEERLEADING	1	3.5	\$1,920
FRESHMAN	2	4.5	\$2,469
	3	5.5	\$3,017
	4	6.5	\$3,566

	Year	% of Base	Amount (Annual)
NEWSPAPER	1	3.5	\$1,920
JOURNALISM	2	4.0	\$2,194
	3	4.5	\$2,469
	4	5.0	\$2,744

	Amount
Middle School Department Chairperson	\$ 1,494
plus \$ for each teaching period in that department above 25 teaching periods.	

	Year	% of Base	Amount (Annual)
ANNUAL (YEARBOOK)	1	3.0	\$1,646
CHOIR	2	3.5	\$1,920
	3	4.0	\$2,194
	4	4.5	\$2,469

	Amount
High School Department Chairperson	\$ 1,975
plus \$ for each teaching period in that department above 25 teaching periods.	

	Year	% of Base	Amount (Annual)
CHEERLEADING	1	4.5	\$2,469
VARSITY	2	5.5	\$3,017
	3	6.5	\$3,566
	4	7.5	\$4,115

	Year	% of Base	Amount (Annual)
CHEERLEADING	1	4.0	\$2,194
SOPHOMORE	2	5.0	\$2,744
	3	6.0	\$3,292
	4	7.0	\$3,840

Stipend Base Salary anchor to Class 1A ("non-credentialed") effective 7/1/2019

**STOCKTON TEACHERS ASSOCIATION
STA SALARY SCHEDULE INCREMENT CODES
Effective Date: *07/01/2021**

Stipend Base Salary: \$54,862.00 (Annual)

STIPEND	AMOUNT (Annual)
STA BILINGUAL	\$1,371.61
STA ELEM PREP	\$1,262.35
DOCTORATE	\$3,621.00
MASTERS	\$1,810.00
HS DEPT CHAIR	\$1,974.91
MS DEPT CHAIR	\$1,493.82
SP ED STIP	\$1,920.05

Stipend Base Salary anchor to class 1A ("non-credentialed") effective 7/1/2019

**STOCKTON TEACHERS ASSOCIATION
PRESCHOOL SALARY SCHEDULE
Effective Date: *07/01/2021**

**HEAD START ASSOCIATE TEACHER
(Based on a 8-hours workday)**

Step	A 0-14 (Annual)	B 15-29 (Annual)	C 30-44 (Annual)	D 45-59 (Annual)	E 60-74 (Annual)	F 75-89 (Annual)	G 90-104 (Annual)	H 105+ (Annual)
01	\$24,652	\$26,708	\$28,770	\$30,916	\$32,451	\$34,118	\$35,788	\$37,587
02	\$25,865	\$28,022	\$30,218	\$32,452	\$34,118	\$35,788	\$37,587	\$39,514
03	\$27,205	\$29,475	\$31,710	\$34,119	\$35,788	\$37,587	\$39,514	\$41,445
04	\$28,539	\$30,916	\$33,289	\$35,788	\$37,587	\$39,468	\$41,589	\$43,507
05	\$29,953	\$32,452	\$34,999	\$37,587	\$39,468	\$41,445	\$43,507	\$45,743

**PRESCHOOL 8HRS PER DAY
(Based on a 8-hours workday)**

Step	A 0-14 (Annual)	B 15-29 (Annual)	C 30-44 (Annual)	D 45-59 (Annual)	E 60-74 (Annual)	F 75-89 (Annual)	G 90-104 (Annual)	H 105+ (Annual)	I BA (Annual)
01	\$30,859	\$33,243	\$35,724	\$37,493	\$39,422	\$41,349	\$43,429	\$45,658	\$50,674
02	\$32,379	\$34,915	\$37,494	\$39,422	\$41,349	\$43,429	\$45,658	\$47,888	\$52,706
03	\$34,057	\$36,638	\$39,423	\$41,349	\$43,429	\$45,658	\$47,888	\$50,273	\$54,725
04	\$35,724	\$38,462	\$41,349	\$43,429	\$45,601	\$47,888	\$50,273	\$52,852	\$56,754
05	\$37,494	\$40,436	\$43,429	\$45,601	\$47,888	\$50,273	\$52,852	\$55,441	\$58,782

**PACE PERMIT TEACHERS
(Based on a 7-hour workday)**

Step	A 0-14 (Annual)	B 15-29 (Annual)	C 30-44 (Annual)	D 45-59 (Annual)	E 60-74 (Annual)	F 75-89 (Annual)	G 90-104 (Annual)	H 105+ (Annual)	I BA (Annual)
01	\$27,001	\$29,088	\$31,258	\$32,807	\$34,494	\$36,183	\$38,000	\$39,951	\$44,340
02	\$28,331	\$30,550	\$32,808	\$34,494	\$36,183	\$38,000	\$39,951	\$41,903	\$46,116
03	\$29,799	\$32,057	\$34,495	\$36,183	\$38,000	\$39,951	\$41,903	\$43,988	\$47,885
04	\$31,258	\$33,656	\$36,183	\$38,000	\$39,903	\$42,044	\$43,988	\$46,247	\$49,661
05	\$32,808	\$35,382	\$38,000	\$39,903	\$41,903	\$43,988	\$46,247	\$48,510	\$51,435

Updated athletic coaching assignments

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

Base salary increased 2% retroactive to 7/1/2020 per TA approved 6/28/2022

187 Days

Appendix: G

Revision date: 2/28/2023

**STOCKTON TEACHERS ASSOCIATION
PRESCHOOL SALARY SCHEDULE
Effective Date: *07/01/2021**

**STANDARD PERMIT TEACHERS
(Based on a 5-hour workday)**

Step	A 0-14 (Annual)	B 15-29 (Annual)	C 30-44 (Annual)	D 45-59 (Annual)	E 60-74 (Annual)	F 75-89 (Annual)	G 90-104 (Annual)	H 105+ (Annual)	I BA (Annual)
01	\$19,277	\$20,770	\$22,315	\$23,427	\$24,631	\$25,835	\$27,130	\$28,524	\$31,658
02	\$20,233	\$21,807	\$23,429	\$24,631	\$25,835	\$27,130	\$28,524	\$29,918	\$32,928
03	\$21,276	\$22,891	\$24,632	\$25,835	\$27,130	\$28,524	\$29,918	\$31,408	\$34,190
04	\$22,315	\$24,029	\$25,835	\$27,130	\$28,488	\$29,918	\$31,408	\$33,024	\$35,459
05	\$23,429	\$25,261	\$27,130	\$28,488	\$29,918	\$31,408	\$33,024	\$34,635	\$36,722

**PRESCHOOL TEACHER LONGEVITY
(Based on years in service)**

Years in Service	Step	LONG STAPK Amount (Annual)
5-9	01	\$547.25
10-19	02	\$1,094.50
20+	03	\$1,641.75

Preschool Master Annual Stipend: \$1,806

Preschool Doctoroate Annual Stipend: \$3,612

Updated athletic coaching assignments

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

Base salary increased 2% retroactive to 7/1/2020 per TA approved 6/28/2022

STOCKTON TEACHERS ASSOCIATION
STA SALARY SCHEDULE RETIRED CONSULTANTS
Effective Date: *07/01/2021

Service Term:	Payment Amount (Annual):
270 hours	14,601.91

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

PER Article 10.2.2:

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

Updated athletic coaching assignments

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

Base salary increased 2% retroactive to 7/1/2020 per TA approved 6/28/2022

**STOCKTON TEACHERS ASSOCIATION
STA CTE Salary Schedule
Effective Date: *07/01/2021**

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

- One (1) year industry work experience in the credentialed CTE field, approved paralleling CTC guidelines = 1 VE
- Fifteen (15) academic units (inclusive of vocational training education in credentialed CTE field) = 1 VE
- Official licensing (inclusive of industry certificates) in the credentialed CTE field = 1 VE
- BA is equivalent to 3 VE; MA is equivalent to 2 VE more than a BA

Note: The CTC's vocational experience qualifications for a CTE Preliminary Credential are not double-counted. (Whatever satisfied the preliminary credential requirements is already providing 3 VE itself via the prelim.)

CTE Equivalents* for Class A-F		Preliminary (equates to 3 VE)	Preliminary +1 VE (4 VE)	CLEAR +2 VE (5 VE)	CLEAR +3 VE (6 VE) including AA/+ or licensing	CLEAR +4 VE (7 VE) incl. BA/+, or AA/+ & licensing	CLEAR +5 VE (8 VE) incl. MA/+, or BA/+ & licensing
Step	CLASS 1A Non Credentialed	CLASS A (Annual)	CLASS B (Annual)	CLASS C (Annual)	CLASS D (Annual)	CLASS E (Annual)	CLASS F (Annual)
01	54,862	56,429	56,429	56,429	56,429	57,852	60,930
02	54,862	56,429	56,429	56,429	56,429	60,695	64,014
03	54,862	56,429	56,429	56,429	59,984	63,540	67,098
04	54,862	56,429	56,429	59,277	62,592	66,388	70,178
05	54,862	56,429	58,087	61,643	65,203	69,235	73,264
06	54,862	56,429	60,252	64,016	67,810	72,079	76,348
07		58,802	62,357	66,388	70,417	74,926	79,431
08		60,693	64,490	68,761	73,030	77,771	82,510
09		62,591	66,626	71,130	75,635	80,617	85,595
10		64,488	68,759	73,503	78,242	83,465	88,680
11		66,386	70,888	75,874	80,851	86,309	91,760
12		68,282	73,029	78,242	85,001	90,812	96,601
13		68,282	73,029	78,242	85,001	90,812	96,601
14		68,282	73,029	78,242	85,001	90,812	96,601
15		68,282	73,029	78,242	85,001	92,002	97,781
16		68,282	73,029	78,242	85,001	92,002	97,781
17		68,282	73,029	78,242	87,374	93,185	98,967
18		70,650	75,399	80,616	88,561	94,368	100,155
19		70,650	75,399	80,616	88,561	94,368	100,155
20		70,650	75,399	80,616	88,561	94,368	100,155
21		73,024	77,765	82,986	89,742	95,552	101,339
22						95,552	101,339
23						95,552	101,339
24						96,749	105,145

Updated athletic coaching assignments

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

Base salary increased 2% retroactive to 7/1/2020 per TA approved 6/28/2022

Stockton Unified School District

Stockton Teachers Association Salary Schedule

Effective Date: 7/1/2024

RANGE		(Annual)					
STEP	CLASS 1A NON CREDENTIALLED	CLASS A BA	CLASS B BA+15	CLASS C BA+30 OR MA	CLASS D BA+45 OR MA+15	CLASS E BA+60 OR MA+30	CLASS F BA+75 INC MA,PHD,ED
01	\$61,234.00	\$62,864.00	\$62,864.00	\$62,864.00	\$62,864.00	\$64,345.00	\$67,547.00
02	\$61,234.00	\$62,864.00	\$62,864.00	\$62,864.00	\$62,864.00	\$67,302.00	\$70,755.00
03	\$61,234.00	\$62,864.00	\$62,864.00	\$62,864.00	\$66,563.00	\$70,262.00	\$73,963.00
04	\$61,234.00	\$62,864.00	\$62,864.00	\$65,827.00	\$69,276.00	\$73,225.00	\$77,167.00
05	\$61,234.00	\$62,864.00	\$64,590.00	\$68,288.00	\$71,992.00	\$76,186.00	\$80,378.00
06	\$61,234.00	\$62,864.00	\$66,810.00	\$70,757.00	\$74,704.00	\$79,145.00	\$83,586.00
07		\$65,333.00	\$69,031.00	\$73,225.00	\$77,417.00	\$82,107.00	\$86,793.00
08		\$67,300.00	\$71,250.00	\$75,693.00	\$80,134.00	\$85,066.00	\$89,996.00
09		\$69,275.00	\$73,472.00	\$78,158.00	\$82,844.00	\$88,028.00	\$93,206.00
10		\$71,248.00	\$75,691.00	\$80,626.00	\$85,556.00	\$90,990.00	\$96,415.00
11		\$73,223.00	\$77,906.00	\$83,093.00	\$88,271.00	\$93,948.00	\$99,619.00
12		\$75,195.00	\$80,133.00	\$85,556.00	\$92,588.00	\$98,633.00	\$104,655.00
13		\$75,195.00	\$80,133.00	\$85,556.00	\$92,588.00	\$98,633.00	\$104,655.00
14		\$75,195.00	\$80,133.00	\$85,556.00	\$92,588.00	\$98,633.00	\$104,655.00
15		\$75,195.00	\$80,133.00	\$85,556.00	\$92,588.00	\$99,871.00	\$105,882.00
16		\$75,195.00	\$80,133.00	\$85,556.00	\$92,588.00	\$99,871.00	\$105,882.00
17		\$75,195.00	\$80,133.00	\$85,556.00	\$95,056.00	\$101,102.00	\$107,117.00
18		\$77,659.00	\$82,599.00	\$88,026.00	\$96,291.00	\$102,332.00	\$108,353.00
19		\$77,659.00	\$82,599.00	\$88,026.00	\$96,291.00	\$102,332.00	\$108,353.00
20		\$77,659.00	\$82,599.00	\$88,026.00	\$96,291.00	\$102,332.00	\$108,353.00
21		\$80,128.00	\$85,060.00	\$90,492.00	\$97,520.00	\$103,564.00	\$109,584.00
22						\$103,564.00	\$109,584.00
23						\$103,564.00	\$109,584.00
24						\$104,809.00	\$113,543.00

Base salary increased 1% effective 7/1/2024. Board approved 6/11/2024.

Base salary increased 3% retroactive to 7/1/2023. Board approved 6/11/2024.

Base salary increased 4,000; Preschool 7hr 3,500; Preschool 5hr 2,500 retroactive to 7/1/2022. Board approved 6/11/2024.

Stockton Unified School District
Stockton Teacher Association CTE Salary Schedule
Effective Date: 7/1/2024

- For CTE teachers, the following are CTE Vocational Equivalencies (VE):
- One (1) year industry work experience in the credentialed CTE field, approved paralleling CTC guidelines
 - Fifteen (15) academic units (inclusive of vocational training education in credentialed CTE field) = 1 VE
 - Official licensing (inclusive of industry certificates) in the credentialed CTE field = 1 VE
 - BA is equivalent to 3 VE; MA is equivalent to 2 VE more than a BA

RANGE							
(Annual)							
STEP	CLASS 1A NON CREDENTIALLED	Credential (Clear or Preliminary) (equates to 3 VE)	CLASS B Credential +1 VE	CLASS C Clear Credential +2 VE	CLASS D Clear Credential +6 VE	CLASS E Clear Credential +8 VE	CLASS F Clear Credential +10 VE
01	\$61,234.00	\$62,864.00	\$62,864.00	\$62,864.00	\$62,864.00	\$64,345.00	\$67,547.00
02	\$61,234.00	\$62,864.00	\$62,864.00	\$62,864.00	\$62,864.00	\$67,302.00	\$70,755.00
03	\$61,234.00	\$62,864.00	\$62,864.00	\$62,864.00	\$66,563.00	\$70,262.00	\$73,963.00
04	\$61,234.00	\$62,864.00	\$62,864.00	\$65,827.00	\$69,276.00	\$73,225.00	\$77,167.00
05	\$61,234.00	\$62,864.00	\$64,590.00	\$68,288.00	\$71,992.00	\$76,186.00	\$80,378.00
06	\$61,234.00	\$62,864.00	\$66,810.00	\$70,757.00	\$74,704.00	\$79,145.00	\$83,586.00
07		\$65,333.00	\$69,031.00	\$73,225.00	\$77,417.00	\$82,107.00	\$86,793.00
08		\$67,300.00	\$71,250.00	\$75,693.00	\$80,134.00	\$85,066.00	\$89,996.00
09		\$69,275.00	\$73,472.00	\$78,158.00	\$82,844.00	\$88,028.00	\$93,206.00
10		\$71,248.00	\$75,691.00	\$80,626.00	\$85,556.00	\$90,990.00	\$96,415.00
11		\$73,223.00	\$77,906.00	\$83,093.00	\$88,271.00	\$93,948.00	\$99,619.00
12		\$75,195.00	\$80,133.00	\$85,556.00	\$92,588.00	\$98,633.00	\$104,655.00
13		\$75,195.00	\$80,133.00	\$85,556.00	\$92,588.00	\$98,633.00	\$104,655.00
14		\$75,195.00	\$80,133.00	\$85,556.00	\$92,588.00	\$98,633.00	\$104,655.00
15		\$75,195.00	\$80,133.00	\$85,556.00	\$92,588.00	\$99,871.00	\$105,882.00
16		\$75,195.00	\$80,133.00	\$85,556.00	\$92,588.00	\$99,871.00	\$105,882.00
17		\$75,195.00	\$80,133.00	\$85,556.00	\$95,056.00	\$101,102.00	\$107,117.00
18		\$77,659.00	\$82,599.00	\$88,026.00	\$96,291.00	\$102,332.00	\$108,353.00
19		\$77,659.00	\$82,599.00	\$88,026.00	\$96,291.00	\$102,332.00	\$108,353.00
20		\$77,659.00	\$82,599.00	\$88,026.00	\$96,291.00	\$102,332.00	\$108,353.00
21		\$80,128.00	\$85,060.00	\$90,492.00	\$97,520.00	\$103,564.00	\$109,584.00
22						\$103,564.00	\$109,584.00
23						\$103,564.00	\$109,584.00
24						\$104,809.00	\$113,543.00

Base salary increased 1% effective 7/1/2024. Board approved 6/11/2024.
 Base salary increased 3% retroactive to 7/1/2023. Board approved 6/11/2024.
 Base salary increased 4,000; Preschool 7hr 3,500; Preschool 5hr 2,500 retroactive to 7/1/2022. Board approved 6/11/2024.

Stockton Unified School District
 STA ADULT Salary Schedule
 Effective Date: 7/1/2024

RANGE		(Annual)					
STEP	CLASS 1A NON CREDENTIALLED	CLASS A BA	CLASS B BA+15	CLASS C BA+30 OR MA	CLASS D BA+45 OR MA+15	CLASS E BA+60 OR MA+30	CLASS F BA+75 INC MA OR PHD
01	\$60,098.00	\$61,699.00	\$61,699.00	\$61,699.00	\$61,699.00	\$63,141.00	\$66,287.00
02	\$60,098.00	\$61,699.00	\$61,699.00	\$61,699.00	\$61,699.00	\$66,046.00	\$69,429.00
03	\$60,098.00	\$61,699.00	\$61,699.00	\$61,699.00	\$65,322.00	\$68,943.00	\$72,574.00
04	\$60,098.00	\$61,699.00	\$60,777.00	\$64,595.00	\$67,979.00	\$71,845.00	\$75,718.00
05	\$60,098.00	\$61,699.00	\$63,387.00	\$67,015.00	\$70,638.00	\$74,749.00	\$78,859.00
06	\$60,098.00	\$61,699.00	\$65,563.00	\$69,430.00	\$73,298.00	\$77,649.00	\$82,000.00
07		\$64,117.00	\$67,740.00	\$71,846.00	\$75,958.00	\$80,548.00	\$85,146.00
08				\$74,267.00	\$78,616.00	\$83,453.00	\$88,284.00
09				\$76,683.00	\$81,278.00	\$86,353.00	\$91,429.00
10				\$79,102.00	\$83,941.00	\$89,256.00	\$94,573.00
11				\$81,518.00	\$86,595.00	\$92,158.00	\$97,715.00
12				\$83,941.00	\$90,827.00	\$96,749.00	\$105,152.00
13				\$86,353.00	\$94,453.00	\$100,375.00	\$108,781.00
14				\$86,353.00	\$94,453.00	\$100,375.00	\$108,781.00
15				\$86,353.00	\$94,453.00	\$100,375.00	\$108,781.00
16				\$86,353.00	\$99,288.00	\$105,209.00	\$113,617.00

The daily rate for this shall be determined by dividing the annual salary amount by 187

DEGREE INCREMENTS:

Master's Degree \$1,983.00
 Doctorate's Degree \$3,966.00

Per STA/SUSD Article 20.9.8: "Full-time Adult Education Teachers shall receive a 5 percent stipend on the Base Salary."

Base salary increased 1% effective 7/1/2024. Board approved 6/11/2024.
 Base salary increased 3% retroactive to 7/1/2023. Board approved 6/11/2024.
 Base salary increased 4,000; Preschool 7hr 3,500, Preschool 5hr 2,500 retroactive to 7/1/2022. Board approved 6/11/2024.

**Stockton Unified School District
Stockton Teachers Association
Preschool Salary Schedule**

Effective Date: 7/1/2024

**HEAD START ASSOCIATE TEACHER
(Based on a 8-hours workday) (Annual)**

	A	B	C	D	E	F	G	H
	0-14 UNITS	15-29 UNITS	30-44 UNITS	45-59 UNITS	60-74 UNITS	75-89 UNITS	90-104 UNITS	105+ UNITS
01	\$29,807.00	\$31,945.00	\$34,091.00	\$36,323.00	\$37,920.00	\$39,655.00	\$41,392.00	\$43,263.00
02	\$31,069.00	\$33,313.00	\$35,597.00	\$37,921.00	\$39,655.00	\$41,392.00	\$43,263.00	\$45,267.00
03	\$32,462.00	\$34,824.00	\$37,149.00	\$39,656.00	\$41,392.00	\$43,263.00	\$45,267.00	\$47,276.00
04	\$33,850.00	\$36,323.00	\$38,792.00	\$41,392.00	\$43,263.00	\$45,220.00	\$47,427.00	\$49,421.00
05	\$35,322.00	\$37,921.00	\$40,571.00	\$43,263.00	\$45,220.00	\$47,276.00	\$49,421.00	\$51,747.00

**PRESCHOOL 8HRS PER DAY
(Based on a 8-hours workday) (Annual)**

	A	B	C	D	E	F	G	H	I
	0-14 UNITS	15-29 UNITS	30-44 UNITS	45-59 UNITS	60-74 UNITS	75-89 UNITS	90-104 UNITS	105+ UNITS	BA
01	\$36,264.00	\$38,744.00	\$41,325.00	\$43,165.00	\$45,172.00	\$47,176.00	\$49,341.00	\$51,659.00	\$56,877.00
02	\$37,845.00	\$40,483.00	\$43,166.00	\$45,172.00	\$47,176.00	\$49,341.00	\$51,659.00	\$53,979.00	\$58,991.00
03	\$39,591.00	\$42,276.00	\$45,173.00	\$47,176.00	\$49,341.00	\$51,659.00	\$53,979.00	\$56,460.00	\$61,092.00
04	\$41,325.00	\$44,173.00	\$47,176.00	\$49,341.00	\$51,600.00	\$53,979.00	\$56,460.00	\$59,144.00	\$63,203.00
05	\$43,166.00	\$46,227.00	\$49,341.00	\$51,600.00	\$53,979.00	\$56,460.00	\$59,144.00	\$61,836.00	\$65,312.00

**PACE PERMIT TEACHERS
(Based on a 7-hours workday) (Annual)**

	A	B	C	D	E	F	G	H	I
	0-14 UNITS	15-29 UNITS	30-44 UNITS	45-59 UNITS	60-74 UNITS	75-89 UNITS	90-104 UNITS	105+ UNITS	BA
01	\$31,730.00	\$33,902.00	\$36,159.00	\$37,770.00	\$39,525.00	\$41,282.00	\$43,172.00	\$45,203.00	\$49,768.00
02	\$33,114.00	\$35,423.00	\$37,771.00	\$39,525.00	\$41,282.00	\$43,172.00	\$45,203.00	\$47,233.00	\$51,615.00
03	\$34,641.00	\$36,990.00	\$39,526.00	\$41,282.00	\$43,172.00	\$45,203.00	\$47,233.00	\$49,402.00	\$53,456.00
04	\$36,159.00	\$38,654.00	\$41,282.00	\$43,172.00	\$45,152.00	\$47,379.00	\$49,402.00	\$51,751.00	\$55,304.00
05	\$37,771.00	\$40,448.00	\$43,172.00	\$45,152.00	\$47,233.00	\$49,402.00	\$51,751.00	\$54,106.00	\$57,149.00

Base salary increased 1% effective 7/1/2024. Board approved 6/11/2024.

Base salary increased 3% retroactive to 7/1/2023. Board approved 6/11/2024.

Base salary increased 4,000; Preschool 7hr 3,500; Preschool 5hr 2,500 retroactive to 7/1/2022. Board approved 6/11/2024

**Stockton Unified School District
Stockton Teachers Association
Preschool Salary Schedule**

Effective Date: 7/1/2024

**PACE PERMIT TEACHERS
(Based on a 5-hours workday) (Annual)**

	A	B	C	D	E	F	G	H	I
	0-14 UNITS	15-29 UNITS	30-44 UNITS	45-59 UNITS	60-74 UNITS	75-89 UNITS	90-104 UNITS	105+ UNITS	BA
01	\$22,654.00	\$24,208.00	\$25,815.00	\$26,972.00	\$28,224.00	\$29,477.00	\$30,824.00	\$32,275.00	\$35,535.00
02	\$23,649.00	\$25,286.00	\$26,974.00	\$28,224.00	\$29,477.00	\$30,824.00	\$32,275.00	\$33,725.00	\$36,856.00
03	\$24,734.00	\$26,415.00	\$28,225.00	\$29,477.00	\$30,824.00	\$32,275.00	\$33,725.00	\$35,274.00	\$38,169.00
04	\$25,815.00	\$27,598.00	\$29,477.00	\$30,824.00	\$32,237.00	\$33,725.00	\$35,274.00	\$36,956.00	\$39,489.00
05	\$26,974.00	\$28,880.00	\$30,824.00	\$32,237.00	\$33,725.00	\$35,274.00	\$36,956.00	\$38,631.00	\$40,803.00

PRESCHOOL TEACHER LONGEVITY
(Based on years in service)

Years in Service	Step	LONG STAPK Amount (Annual)
5-9	01	\$610.92
10-14	02	\$1,221.84
15-19	03	\$1,832.76
20-24	04	\$2,443.68
25-29	05	\$3,054.60
30-34	06	\$3,665.52
35-39	07	\$4,276.44
40+	08	\$4,887.36

Stipend	Amount (annual)
Masters Degree	\$2,016.00
Doctorate Degree	\$4,032.07

Preschool Longevity and Degree stipends anchor to Column I Step 3 of Preschool 8 hour salary schedule

Base salary increased 1% effective 7/1/2024. Board approved 6/11/2024.

Base salary increased 3% retroactive to 7/1/20223. Board approved 6/11/2024.

Base salary increased 4,000; Preschool 7hr 3,500; Preschool 5hr 2,500 retroactive to 7/1/2022. Board approved 6/11/2024

**STOCKTON TEACHERS ASSOCIATION
STA SALARY SCHEDULE INCREMENT CODES
Effective Date: 7/1/2024**

Stipend Base Salary: \$61,234 (Annual)

STIPEND	AMOUNT (Annual)
STA BILINGUAL	\$1,530.85
STA ELEM PREP	\$1,408.38
DOCTORATE	\$4,041.44
MASTERS	\$2,020.72
SPED STIPEND	\$2,143.19
NATIONAL BOARD CERT	\$612.34

Effective July 1, 2025, non-PreK bargaining unit members shall annually receive longevity stipends commensurate with their in-District longevity as shown below:

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

**Stockton Unified School District
STA Salary Schedule Athletic Increments**

Effective Date: 7/1/2024

Stipend Base Salary: \$61,234

<u>Assignment</u> (B&G = 1 position per gender per sport)	<u>Athletics Coaching Stipend</u>	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>	<u>4th Year</u>	<u>“Extra Weeks”</u> (e.g., tournaments, playoffs, Kennedy games, etc.)
<u>V Football, Athletic Director/season (3) with full release</u>	<u>Tier 1</u> (annual)	<u>10.5%</u> \$6,430	<u>11.5%</u> \$7,042	<u>12.5%</u> \$7,654	<u>13.5%</u> \$8,267	<u>0.8%</u> \$490
<u>V B&G: Baseball/Softball, Basketball, Volleyball, Wrestling, Soccer, Track</u> <u>V: Football Asst (5)</u> <u>V Flag Football, JV Football, V Cheer/season</u> <u>+3 Athletic Director Asst (Fall, Winter, Spring)</u> <u>+3 at site discretion in this level (Fall, Winter, Spring)</u>	<u>Tier 2</u> (annual)	<u>7.5%</u> \$4,593	<u>8.5%</u> \$5,205	<u>9.5%</u> \$5,817	<u>10.5%</u> \$6,430	<u>0.6%</u> \$367
<u>V B&G: Badminton, Cross Country, Golf, Swimming, Tennis, Water Polo</u> <u>JV B&G: Basketball, Soccer, Track, Volleyball, Baseball/Softball</u> <u>V B&G Asst: Volleyball, Soccer, Baseball/Softball (2 each), Basketball, Track (2B, 2G), Wrestling</u> <u>JV Flag Football, V Flag Football Asst (2), Frosh Football, JV Football Asst (4)</u> <u>V Cheer Asst/season, JV Cheer/season</u> <u>+3 at site discretion in this level (Fall, Winter, Spring)</u>	<u>Tier 3</u> (annual)	<u>6.5%</u> \$3,980	<u>7.5%</u> \$4,593	<u>8.5%</u> \$5,204	<u>9.5%</u> \$5,817	<u>0.5%</u> \$306
<u>V B&G Asst: Cross Country, Golf, Swimming, Tennis, Water Polo</u> <u>JV B&G Asst: Basketball, Soccer, Track, Volleyball, Baseball/Softball (2)</u> <u>Frosh: Football Asst (3), B&G Basketball, Soccer, Baseball/Softball (2 each), Girls Volleyball</u> <u>JV Cheer Asst/season, Frosh Cheer/season, JV B&G Badminton, Sr. High Intramurals, Middle School Sports,</u> <u>JV Flag Football Asst (2)</u> <u>+3 at site discretion in this level (Fall, Winter, Spring)</u>	<u>Tier 4</u> (annual)	<u>5.5%</u> \$3,368	<u>6.5%</u> \$3,980	<u>7.5%</u> \$4,593	<u>8.5%</u> \$5,205	<u>0.4%</u> \$245
<u>Frosh Asst: Baseball, Softball, Soccer, B&G Basketball, Girls Volleyball, Frosh Cheer Asst/season</u>	<u>Tier 5</u> (annual)	<u>4.5%</u> \$2,756	<u>5.5%</u> \$3,368	<u>6.5%</u> \$3,980	<u>7.5%</u> \$4,593	<u>0.3%</u> \$184

Base salary increased 1% effective 7/1/2024. Board approved 6/11/2024.

Base salary increased 3% retroactive to 7/1/2023. Board approved 6/11/2024.

Base salary increased 4,000; Preschool 7hr 3,500; Preschool 5hr 2,500 retroactive to 7/1/2022. Board approved 6/11/2024

Stockton Unified School District
STA Salary Schedule Other Assignments

Effective Date: 7/1/2024

Stipend Base Salary: \$61,234

<u>Assignments</u>		<u>1st</u> <u>Year</u>	<u>2nd</u> <u>Year</u>	<u>3rd</u> <u>Year</u>	<u>4th</u> <u>Year</u>	“Extra Weeks”
High School Activities Director Band (3: per season basis like cheer or athletic director)	<u>Tier 1</u> (annual)	<u>10.5%</u> \$6,430	<u>11.5%</u> \$7,042	<u>12.5%</u> \$7,654	<u>13.5%</u> \$8,267	<u>0.8%</u> \$490
Lead SkillsUSA/HOSA Advisor, Mariachi, Choir, Drama, JROTC	<u>Tier 2</u> (annual)	<u>7.5%</u> \$4,593	<u>8.5%</u> \$5,205	<u>9.5%</u> \$5,817	<u>10.5%</u> \$6,430	<u>0.6%</u> \$367
SkillsUSA, HOSA, Competitive Speech and Debate MESA, Mock Tial, Academic Decathlon	<u>Tier 3</u> (annual)	<u>6.5%</u> \$3,980	<u>7.5%</u> \$4,593	<u>8.5%</u> \$5,204	<u>9.5%</u> \$5,817	<u>0.5%</u> \$306
Annual/Yearbook, Newspaper	<u>Tier 4</u> (annual)	<u>5.5%</u> \$3,368	<u>6.5%</u> \$3,980	<u>7.5%</u> \$4,593	<u>8.5%</u> \$5,205	<u>0.4%</u> \$245

<u>Assignments</u>	<u>Annual</u>
High School Department Chair	\$2,204.42 (plus \$88.18 for each teaching period in that department above 25 periods)
Middle School Department Chair	\$1,653.32 (plus \$66.13 for each teaching period in that department above 25 periods)

Base salary increased 1% effective 7/1/2024. Board approved 6/11/2024.

Base salary increased 3% retroactive to 7/1/20223. Board approved 6/11/2024.

Base salary increased 4,000; Preschool 7hr 3,500; Preschool 5hr 2,500 retroactive to 7/1/2022. Board approved 6/11/2024

**STOCKTON TEACHERS ASSOCIATION
STA SALARY SCHEDULE SUBSTITUTES
Effective: 7/1/2024**

	AMOUNT
Daily Rate:	218.08
Half Day:	109.04
Per Period:	43.62

After five(5) consecutive days in the same assignment:

	AMOUNT
Daily Rate:	245.60
Half Day:	122.79

After 18 consecutive days in the same assignment, an extended-term substitute shall be paid the minimum teacher's salary (Column 1A) on the teacher's salary schedule.

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

The short-term daily substitute rate shall now be established as 2/3 (two-thirds) of the Column 1A per-diem rate.
The long-term daily substitute rate shall now be established as 3/4 (three quarters) of the Column 1A per-diem rate.

STOCKTON TEACHERS ASSOCIATION
STA SALARY SCHEDULE RETIRED CONSULTANTS
Effective Date: 7/1/2024

Service Term:	Payment Amount(Annual):
270 hours	15,797.98

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

PER Article 10.2.2:

The retiree shall serve 270 hours per school year and receive the same salary percentage increase as regular teachers. Retirees serving 270 hours shall receive \$15,797.98. This figure shall not exceed the STRS (State Teachers' Retirement System) maximum allowable earnings. The schedule of payment shall be requested by the retiree within the constraints of the law.

APPENDIX H

CONTRACT WAIVER

FORMS

**STOCKTON TEACHERS ASSOCIATION
and
STOCKTON UNIFIED SCHOOL DISTRICT**

CONTRACT WAIVER REQUEST FORM

This form is to be utilized by a school requesting a contract exception from the SUSD/STA collective bargaining agreement pursuant to Article 27, Section 27.2.4.2. Alternatives to the requested exception should be pursued prior to submitting this request in an effort to eliminate the need for this request.

School: _____ Date: _____

1. What is the proposed educational change trying to achieve?

2. Date Plan was approved by School Site Council (SSC): _____

3. What STA/SUSD contract article and section does the school perceive to be an obstruction to its plan?

4. What do you perceive the obstruction to be?

5. What will result when the article and section are modified?

Signatures: Principal _____ STA Faculty Representative _____

NOTE: All members of the school site council who are present for the vote must sign SBFORM2.

Complete this form with original signatures and send to:

Stockton Teachers Association
Attention: STA President
2291 W March Ln Ste A-110
Stockton, CA 95207

-DO NOT WRITE BELOW THIS LINE-

Problem(s) that STA/SUSD see with the school's request:

Approve/Deny

Approve/Deny

STOCKTON UNIFIED SCHOOL DISTRICT

DATE

STOCKTON TEACHERS ASSOCIATION

DATE

STOCKTON UNIFIED SCHOOL DISTRICT
and
STOCKTON TEACHERS ASSOCIATION

CONTRACT WAIVER
PROPOSED CONTRACT EXCEPTION LANGUAGE

This form identifies the proposed contract waiver language and is to be distributed to teachers at least **three (3) days prior** to the date of the faculty meeting at which the vote on the newly proposed contract language will be taken by secret ballot. (Section 27.2.4.5)

SCHOOL:

CURRENT CONTRACT LANGUAGE:

PROPOSED CONTRACT LANGUAGE:

If the proposed contract language change is approved by a 2/3 vote of the faculty (51% for a renewal, subject to Article 27 waiver renewal guidelines), it will be in effect through the XXXX-XXXX school year(s).

STOCKTON UNIFIED SCHOOL DISTRICT
and
STOCKTON TEACHERS ASSOCIATION

CONTRACT WAIVER
CONTRACT EXCEPTION BALLOT

This is the official ballot that STA bargaining unit members will vote on, usually during a regular faculty meeting. Ballots are to be passed out and collected during the meeting at which the vote is taken. (Electronic voting by secret ballot is only permitted if voting guidelines are faithfully adhered to for anonymity, STA-members-only, one-vote-per-member, etc.)

SCHOOL:

Contract Sections to be modified:

PROPOSED CONTRACT LANGUAGE

In order to accommodate the request of (School Name) for a contract exception to permit implementation of the contract waiver to be adopted by the SUSD Board of Education the Parties agree as follows:

If the proposed contract exception is approved, it will be in effect for the following period of time.

From	Through
YES	<input type="checkbox"/>
NO	<input type="checkbox"/>

I APPROVE THE PROPOSED CONTRACT EXCEPTION LANGUAGE. In accordance with Section 27.2.4.10, the above language is approved for extension through the XXXX-XXXX school year.(s)

DATE _____

STOCKTON UNIFIED SCHOOL DISTRICT
and
STOCKTON TEACHERS ASSOCIATION

CONTRACT WAIVER
FINAL EXCEPTION FORM

This form is to be utilized by the school site when reporting the results of the vote on the contract exception language.

SCHOOL _____

DATE OF VOTE _____

Contract Sections to be modified:

Attach a copy of the “Proposed Contract Exception Language” form identifying the current contract language and the proposed contract language to this form.

Number of STA bargaining unit members at your site: _____

Number of STA bargaining unit members present for vote: _____
(And received from off-track teachers, if applicable)

Number of STA bargaining unit members voting in favor of the exception: _____

Number of STA bargaining unit members present and _____
NOT voting in favor of this exception:
(Note: 2/3 majority required to effect a change,
or 51% for a renewal, as per §27.2.4.7)

Signature of Principal _____

Signature of STA Faculty Representative _____

Complete this form with original signatures and send to:

Stockton Teachers Association
Attention: STA President
2291 W March Ln Ste A-110
Stockton, CA 95207

BALLOTS TO BE KEPT BY THE SITE’S STA REPRESENTATIVE(S) FOR TWO YEARS

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

Employee ID#: _____

Date: _____

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

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

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

Signatures of Approval

Teacher date: _____

Principal date: _____

Association President date: _____

Asst Supt of HR date: _____

APPENDIX I

RECENT MEMORANDUMS OF UNDERSTANDING

LETTER OF UNDERSTANDING
Between
STOCKTON UNIFIED SCHOOL DISTRICT
And
STOCKTON TEACHERS ASSOCIATION

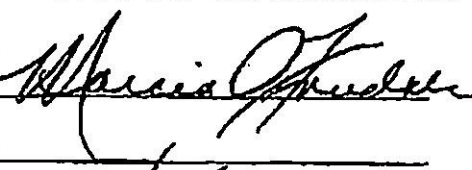
Stockton Unified School District ("District") and Stockton Teachers Association ("Association") hereby agree as follows:

1. The Music Program in the District (elementary and secondary) shall be recognized as a special, educational program under Article 18.2.1.
2. Teachers in the Music Program shall be placed through the interview process and covered by the provisions of Articles 18.3.1 and 18.8.2.2, except that the interview panel and selection procedure shall be in accordance with District Personnel Office hiring practices and coordinated through the Music Office.
3. Elementary music teachers shall be entitled to planning and preparation as outlined in Article 6.3, with the exceptions listed in 4 and 5 below.
4. The last two sentences of Article 6.3.1 ("The regular time for this planning and preparation shall be determined at each site by the site liaison committee and the site administrator. Teachers are not required to sign in for preparation time.") do not apply to elementary music teachers.
5. Each elementary music teacher will schedule a time in the Music Office for planning and preparation on a regularly scheduled basis. This time is to be determined by the teacher and the program administrator and must be within the hours that the Music Office is normally open. Teachers are not required to sign in, but attendance will be monitored for payment purposes.

STOCKTON UNIFIED SCHOOL DISTRICT

STOCKTON TEACHERS ASSOCIATION

By: 

By: 

By: _____

By: _____

Date: 5/2/96

Date: 5/2/96

LETTER OF UNDERSTANDING
Between
STOCKTON UNIFIED SCHOOL DISTRICT
And
STOCKTON TEACHERS ASSOCIATION

Stockton Unified School District ("District") and Stockton Teachers Association ("Association") hereby agree to the following:

The District and the Association will undertake promptly a comprehensive review of health benefits. The goal of the review will be to investigate existing and alternative health benefit plans with comparable or increased benefits, consistent with sound fiscal constraints. Consideration will be given to increasing chiropractic benefits and instituting a wellness program, consistent with sound fiscal constraints.

STOCKTON UNIFIED SCHOOL DISTRICT

By: [Signature]

By: _____

Date: 10/14/97

STOCKTON TEACHERS ASSOCIATION

By: [Signature]

By: _____

Date: 10/14/97

Memorandum of Understanding

Stockton Unified School District and Stockton Teachers Association

Teachers employed on a year round calendar and hired prior to July 1, 2000 will be paid as follows:

- July - June pay warrants - full contract pay received between these dates
- In the fiscal year the days required for the STRS credit will be prepaid
- Total fiscal year work days and prepaid days will equal a full year's STRS credit
- Make up days will not be required unless the teacher changes tracks after the start of the school year, and the change affects the work year

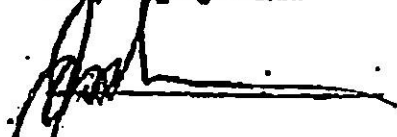
Teachers employed on a year round calendar and hired after July 1, 2000 will be paid as follows:

- Sept-June pay warrants - full contract pay received between these dates
- All July and August work days for the previous academic year will be prepaid
- Deferred pay will be deducted monthly to provide the July and August pay warrants
- Make up days will not be required unless the teacher changes tracks after the start of the school year, and the change affects the work year

For the 2001-2002 year any make-up days worked as of February 23, 2002 will be paid at the teacher's regular daily rate.

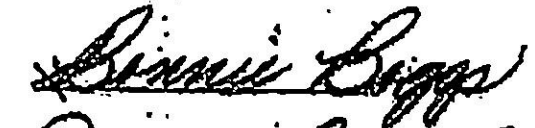

This Memorandum of Understanding supersedes any previous language regarding "make-up days."

This Memorandum of Understanding will be incorporated into the 2002-2003 Collective Bargaining Agreement.


Marilyn Deming

Date 3-14-02

Stockton Unified School District


Rennie Biggs

James Aragon

Date 3/8/02

Stockton Teachers Association

SIDE LETTER AGREEMENT

STA Health Insurance Joint Labor/Management Committee


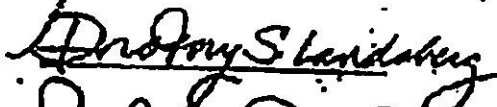



JUNE 27, 2003

The Health Insurance Joint Labor/Management Committee shall be composed of six (6) members: Three (3) members from the STA membership selected through STA protocol and three (3) members from SUSD, selected by SUSD. The members of the committee shall develop and implement the protocol under which to operate. This shall include selection of Co-Chairpersons and the number of necessary meetings. The recommendations shall be presented to each side no later than March 15th of each year. Any and all information regarding health insurance shall be forwarded to the Health Insurance Joint Labor/Management Committee.

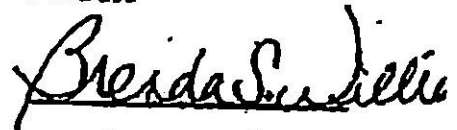
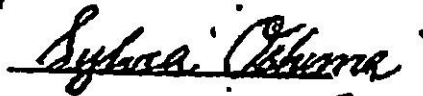

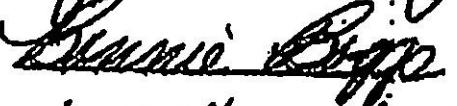
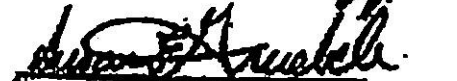
STA members serving on the Health Insurance Joint Labor/Management Committee shall be granted District paid leave on an as needed basis to receive training and fulfill their duties on this committee.

This Health Insurance Joint Labor/Management Committee shall be established and meet no later than September 30, 2003.

For the District

For STA

TOTAL COMPENSATION PROPOSAL
STA June 22, 3:30 a.m.

2005-06

District salary schedules will be increased by 3% to include 45 day consultants, the teacher hourly salary schedule (except 2005 summer school); extra pay for department chairpersons, long term substitutes and those percentage stipends paid off the stipend base salary. There shall be no increase to the Masters stipend and Ph.D. stipend. Salary increases shall be effective July 1, 2005.

The health benefit allowance of \$662 per month shall remain in place for 2005-2006.

2006-2007

Effective July 1, 2006, the District shall pay the premium of the HealthNet Plan B, less one hundred dollars (\$100), which shall be paid by the employee through payroll deduction; i.e. the district monthly contribution (health benefit allowance) shall be \$855.67 and the employee contribution shall be \$100 for this specific plan. "Buy-up" provisions for the other health plans shall remain in effect.

District salary schedules will be increased by 3% to include 45 day consultants, the teacher hourly salary schedule (except 2006 summer school); extra pay for department chairpersons, long term substitutes and those percentage stipends paid off the stipend base salary. There shall be no increase to the Masters stipend and Ph.D. stipend. Salary increases shall be effective July 1, 2006.

In order to implement the option for employees' enrolling in a new benefit, the district shall provide an open enrollment period as determined by the benefit carrier with Plan B to be effective September 1, 2006.

Effective July 1, 2006, the district may terminate the income protection plan at such time as the district deems appropriate; provided, however, that the district shall give STA a thirty-day (30 day) notice of the effective date after it has been determined.

2007-2008

The parties are committed to the concept of "total compensation" and recognize that an employee's compensation increase is the total of the salary and any funded increase in benefits.

The "proportionate funded revenue limit" for Stockton Unified, as defined below, shall be used first to increase the district's \$855.67 contribution to HealthNet Plan B to fully fund cost increases to Plan B for 2007-08.

Any remaining amount of the "proportionate funded revenue limit" not already allocated above shall be applied to the salary schedule.

If the "proportionate funded revenue limit" is less than the increase for Plan B, then the district's contribution will only be increased by the amount of the "proportionate funded revenue limit." Any additional increase in Plan B shall be paid by the employee.

Increases to the salary schedule, shall be effective July 1 of each fiscal year. Increases to health benefit costs will be effective for the beginning of the plan year.

Definition of proportionate funded revenue limit: For purposes of this article, the proportionate funded revenue limit is defined as that percentage of the district budget that was expended for STA bargaining unit salaries and benefits as a percentage of the entire district budget (percentage of total outgo) shown on the district's prior year "Unaudited Actuals." As an example, if the total prior year expenditures for STA bargaining unit salaries and benefits were 50% of total outgo, the proportionate funded revenue limit shall be 50% of the increase in the district revenue limit for the current year.

Example using 2004-05 data

Total outgo = Expenditures + transfers out + uses
Total outgo = \$296,663,125

Teacher Salaries = object code 1100 + 1900
Teacher Salaries = \$125,598,781

Teacher Benefits = proportionate percent of teacher salaries to all salaries X object code 3000-3999
Teacher Benefits = \$40,560,739

Teacher Salaries + Benefits = \$166,159,520

Teacher percent of the budget = 56%

Definition of revenue limit increase: The increase in the district revenue limit shall be defined as the ongoing, funded increase in the district's revenue limit for cost-of-living as defined by education code section 42238.1 and equalization aid, if any.

It is the intent of the parties to continue use of this total compensation formula as the basis for negotiations in subsequent years in order to maintain labor peace and focus on student achievement.

June 22, 2006, 3:30a.m.

This tentative agreement reached in fact-finding completes the negotiations between the Stockton Teachers Association and the Stockton Unified School District for the period 2005-2008. All tentative agreements reached prior to and during this mediated fact-finding are attached.

Upon ratification of this agreement, the union agrees to withdraw the unfair labor practices before PERB.

The parties agree to produce a joint press release regarding the tentative agreement after the union executive board has considered the tentative agreement. Both bargaining teams agree to support ratification of the tentative agreement to their respective Boards and membership.

The fact-finding panel will retain jurisdiction until notified of ratification by both parties.

The parties acknowledge that the teachers will have significant out-of-pocket premium cost increases as of July 1, 2006, for health benefits prior to the ratification vote. The district agrees to reimburse unit members for these costs as provided in the agreement within 45 days of ratification.

For the District

[Handwritten signatures for the District]

For the Union

Donnie Lodge STA Pres.
[Handwritten signatures for the Union]

2. CLASS SIZE

2.1 Application

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

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

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

2.3 Averages and Maximums

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

Can TOL
OKay u/e
Bonnie Sapp
Ann Humbela
6/22/1
1:42

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

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

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

18.16.3 Other

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

18.16.4 Amount Paid in Addition to the Salary Schedule

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

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

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

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

**STOCKTON TEACHERS ASSOCIATION
INCREMENT CODES
Effective July 1, 2003**

Stipend Base Salary \$33,010

SPEECH & DEBATE	Year	% of Base	Stipend
DRAMA	1	4.50	\$ 1,485
BAND	2	5.50	\$ 1,816
<i>WJOTC</i>	3	6.50	\$ 2,148
<i>WJOTC</i>	4+	7.50	\$ 2,476

Other Stipends		
MA Degree	STA	\$ 1,456 MA-1
Ph.D. Degree	STA	\$ 2,912 PH-1

*2/21/00
2/22/00
Susan Brubaker
6/22/00
1,485*

NEWSPAPER JOURNALISM	Year	% of Base	Stipend
	1	3.50	\$ 1,155
	2	4.00	\$ 1,320
	3	4.50	\$ 1,485
	4+	5.00	\$ 1,651

Other Stipends		
Special Ed	STA	\$ 1,155 SP-1
Bilingual	STA	\$ 825

ANNUAL CHOIR	Year	% of Base	Stipend
	1	3.00	\$ 990
	2	3.50	\$ 1,155
	3	4.00	\$ 1,320
	4+	4.50	\$ 1,485

MIDDLE SCHOOL DEPARTMENT CHAIRPERSON
\$907 plus \$7.73 for each teaching period in that department above 25 teaching periods.

CHEERLEADING VARSITY	Year	% of Base	Stipend
	1	4.50	\$ 1,485
	2	5.50	\$ 1,816
	3	6.50	\$ 2,145
	4+	7.50	\$ 2,476

HIGH SCHOOL DEPARTMENT CHAIRPERSON
\$1,209 plus \$10.30 for each teaching period in that department above 25 teaching periods.

CHEERLEADING SOPHOMORE	Year	% of Base	Stipend
	1	4.00	\$ 1,320
	2	5.00	\$ 1,651
	3	6.00	\$ 1,981
	4+	7.00	\$ 2,311

CHEERLEADING FROSH	Year	% of Base	Stipend
	1	3.50	\$ 1,155
	2	4.50	\$ 1,485
	3	5.50	\$ 1,816
	4+	6.50	\$ 2,146

Stockton Unified School District's
Conceptual Proposal to STA
Tuesday, March 8, 2005

Article 3 Evaluations

The District has an interest in changing the time period during which the first pre-observation conference and the first observation are held:

- 3.5.5 For the announced observation, a pre-observation conference shall be held with the evaluator and the teacher within the first ~~thirty (30)~~ **forty-five (45)** working days of the school year and at least (2) working days prior to the observation. The evaluator shall provide a copy of the Pre-Observation Conference Form to the teacher prior to the conference. The teacher shall bring the completed form to the pre-observation conference. At the pre-observation conference, the teacher and evaluator shall review and complete the rest of the Pre-Observation Conference Form. The teacher shall select one (1) element from each of the five (5) standards on the evaluation form as evaluation criteria. The evaluator shall select one (1) additional element from each of the five (5) standards on the evaluation form as additional evaluation criteria. Nothing herein shall exclude the right of the evaluator to comment upon and discuss, but not reduce to writing, observations concerning other indicators of performance. The teacher and the evaluator shall review and discuss lesson or unit plans at the pre-observation conference.

Carol T. Lewis

Stockton 4-24-06

Bernie Brown 6/22/06

Ann Buckley 6/22/06 1:40pm

AGREEMENT BETWEEN
STOCKTON TEACHERS ASSOCIATION ("STA")
AND
STOCKTON UNIFIED SCHOOL DISTRICT ("SUSD")

May 31, 2006

Article 6: Teaching Hours

6.18 Calendar

The Stockton Teachers Association agrees to the Draft 2006/07 Modified Traditional Instructional Calendar dated March 8, 2006 (see attached) with the following conditions:

For 2007/08:

- One (1) week break in Fall to correlate with one (1) week of Lodi Unified School District's break.
- Three (3) week Winter Break commencing at least three (3) days before Christmas and ending no earlier than three (3) days after New Year's day.
- Two (2) week Spring Break centered around Easter (one week before and one week after).

For 2008/09:

- Prior to ANY public publication, the District will meet and hold bargaining sessions for the 2008/09 calendar with STA's Bargaining Team.

It is the understanding of both parties that STA and SUSD retain the rights to bring other calendar issues to the table for 2007/08 and onward. It is the understanding of both parties that other bargaining units also have the right and responsibilities to bargain calendar issues.

For Stockton Teachers Association:

For Stockton Unified School District

Date: 6-9-06

Date: 6-9-06

Brenda Williams
Angela Dumbala
Sylvia Osborn
Ann Marie Lopez
[Signature]

[Signature]
Steve Alford
Deirdre Roberts
Maria Lopez

STOCKTON UNIFIED SCHOOL DISTRICT
**2007-08 MODIFIED TRADITIONAL
 STUDENT INSTRUCTIONAL CALENDAR**

Jack McLaughlin - Superintendent

August-07	September-07
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30
October-07	November-07
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30
December-07	January-08
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31
February-08	March-08
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31
April-08	May-08
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31
June-08	July-08
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31

TENTATIVE CALENDAR FOR STUDENT ATTENDANCE AND OPERATIONS NEEDS, SUBJECT TO BARGAINING.

HOLIDAY/NON-INSTRUCTIONAL

2007-08

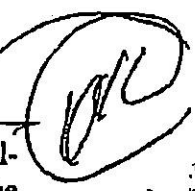
- Non-Student Contact Day for Teachers
- Instructional Day Teachers/Students
- Break
- Holiday
- Summer School

- Labor Day Sept. 3rd
- Fall Break Oct. 8th - 19th
- Veterans Day Nov. 12th
- Thanksgiving Nov. 22nd & 23rd
- Winter Break Dec. 24th - Jan. 4th
- M. L. King Jr. Day Jan. 21st
- Lincoln's Birthday Feb. 11th
- President's Day Feb. 18th
- Spring Break March 17th - 28th
- Memorial Day May 26th

8. LIAISON COMMITTEE

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

Appendix B-1

- ~~by school building/tea~~ 
3. The Liaison Committee together with the principal may choose a school-wide focus area or areas for staff development consistent with the school's need to improve as evidenced by student outcomes.

Okay 11:45 pm
D n n . 6/21/06

Shamir Biggs 6/22/06
Sara Amabile 6/22/06

1:40 am

Substitute Rate Addendum

to the MOU Regarding COVID-19 Health & Safety

of October 29, 2021

between Stockton Unified School District and
Stockton Teachers Association

January 11, 2022

The Memorandum of Understanding (“MOU”) Regarding COVID-19 Health & Safety between Stockton Unified School District (“District”) and Stockton Teacher Association (“Association”) shall have **subsection 9.c** modified per the language below in this addendum. The resulting modified MOU remains subject to the same limitations and provisions as written in that MOU, with the lone exception that this addendum (and only the language this addendum modifies) shall not expire June 30, 2022, but instead shall expire June 30, 2023.

9. Compensation and Support

- c. Retroactive to October 18, 2021 and ending June 30, 2023, all substitute teachers will be compensated at the following rates:

\$200 (daily rate)	short-term (days 1-5)
\$250 (daily rate)	long-term (days 6-18)
appropriate placement on salary schedule (daily rate)	18/+ consecutive days in the same assignment
\$350 (daily rate)	Retired teachers who substitute
\$300 (daily rate)	current bargaining unit member Program Specialists, Instructional Coaches or regular classroom teachers who substitute for classes in addition to their normal duties
\$42.50 (hourly rate)	<p>Preschool hourly sub rate</p> <ul style="list-style-type: none"> ▪ This applies to qualified preschool substitutes and/or current preschool Standard Permit teachers who choose to substitute in an AM/PM or Head Start duration setting. ▪ Head Start teachers and/or associate teachers located in stacked classrooms who choose to substitute for a class in addition to their normal duties will be compensated at \$42.50 per hour to coincide with the preschool instructional program. ▪ Current SUSD ECE Program Specialists who substitute for a class in addition to their normal duties will be compensated at \$42.50 per hour to coincide with the preschool instructional program. <p>At no time shall this modified Preschool rate reduce a member’s compensation rate.</p>

Whenever SUSD Program Specialists and Instructional Coaches provide coverage for classes without a teacher, they will be compensated for the full daily rate when covering a full regular teaching assignment at the site. Working a partial day shall likewise be compensated fractionally equivalent to a teacher working their preparation period covering another teacher's class.

For this subsection's provision, at the high schools, when current SUSD Program Specialists, Instructional Coaches or regular classroom teachers provide coverage for classes without a teacher, they will be compensated per period based on the above daily rate divided by the number of periods needed to cover a regular teaching assignment at the site. For example: At Chavez HS with a 4 period day a SUSD Program Specialist, Instructional Coach or regular classroom teacher would receive \$300/3 as a per-period rate. A retired teacher would receive \$350/3 as a per-period rate. A school with six periods (e.g. five classes and a preparation period) would use rates of \$300/5 and \$350/5 respectively.

The modified substitute rates of this section are mutually understood by the parties to apply only during the instructional school year, but not to adjunct programs peripheral to the school year such as ESY and Summer School / SLA.

The language of this addendum does not expire June 30, 2022, with the original MOU Regarding COVID-19 Health & Safety. This addendum and its provisions shall instead expire June 30, 2023.

FOR THE ASSOCIATION:


 01 / 21 / 2022

Erica Richard, Bargaining Chair

 01 / 21 / 2022

Felice Bryson-Perez, President

FOR THE DISTRICT:

 01 / 21 / 2022

John Ramirez Jr., Superintendent

 01 / 24 / 2022

Nancy Lane, Asst. Supt. H.R.

**Memorandum of Understanding
Between
Stockton Unified School District
and
Stockton Teachers Association**

The Stockton Unified School District (“District”) and Stockton Teachers Association (“Association”), together “the parties,” agree to enter into this Memorandum of Understanding (“MOU”) to address the additional duties, responsibilities and compensation for Agriculture teachers in the District for the 2022-2023 school year. This includes at minimum (4) Agriculture teachers at Stagg High School, but shall also include any additional such Agriculture positions in the District.

The parties agree that each of the teachers assigned to the Agriculture classes will:

- 1) Receive a flat rate stipend for the 2022-2023 school year. The annual amount is based on the stipend-based salary (Class 1A, step 1) for teachers divided by 187 workdays and multiplied by **33 additional workdays**, to be paid in equal monthly installments over the year.
- 2) Be allowed to flex the four (4) Teacher District professional development days scheduled in recognition of the annual CATA PD required of Agriculture teachers.
- 3) Be expected to perform additional duties which may include:
 - a. Coordination and attendance of conferences and Future Farmers of America (FFA) events
 - b. FFA advisory duties
 - c. Management of Career Technical Education (CTE) assigned budget and expenditures
 - d. Supervision of students after contracted hours including field trips, etc.

This MOU and the work duties for this position will sunset on June 30, 2023. The parties mutually agree to reconvene to negotiate compensation and/or additional duties as it relates to the Agricultural program, as necessary.

By signing this Memorandum of Understanding, the parties agree to all provisions of this agreement for the timeframes specified herein.

For the Association:



05 / 25 / 2022

Felice Bryson-Perez, STA President

For the District:



05 / 25 / 2022

Nancy Lane, Asst Supt Human Resources



05 / 25 / 2022

Erica Richard, STA negotiations chair



05 / 25 / 2022

John Ramirez, District Superintendent

**Memorandum of Understanding
Between
Stockton Unified School District
and
Stockton Teachers Association**

The Stockton Unified School District (“District”) and Stockton Teachers Association (“Association”), together “the parties,” agree to enter into this Memorandum of Understanding (“MOU”) to address the additional duties, responsibilities and compensation for Agriculture teachers in the District for the 2022-2023 school year. This includes at minimum (4) Agriculture teachers at Stagg High School, but shall also include any additional such Agriculture positions in the District.

The parties agree that each of the teachers assigned to the Agriculture classes will:

- 1) Receive a flat rate stipend for the 2022-2023 school year. The annual amount is based on the stipend-based salary (Class 1A, step 1) for teachers divided by 187 workdays and multiplied by **33 additional workdays**, to be paid in equal monthly installments over the year.
- 2) Be allowed to flex the four (4) Teacher District professional development days scheduled in recognition of the annual CATA PD required of Agriculture teachers.
- 3) Be expected to perform additional duties which may include:
 - a. Coordination and attendance of conferences and Future Farmers of America (FFA) events
 - b. FFA advisory duties
 - c. Management of Career Technical Education (CTE) assigned budget and expenditures
 - d. Supervision of students after contracted hours including field trips, etc.

This MOU and the work duties for this position will sunset on June 30, 2023. The parties mutually agree to reconvene to negotiate compensation and/or additional duties as it relates to the Agricultural program, as necessary.

By signing this Memorandum of Understanding, the parties agree to all provisions of this agreement for the timeframes specified herein.

For the Association:



05 / 25 / 2022

Felice Bryson-Perez, STA President

For the District:



05 / 25 / 2022

Nancy Lane, Asst Supt Human Resources



05 / 25 / 2022

Erica Richard, STA negotiations chair



05 / 25 / 2022

John Ramirez, District Superintendent

Memorandum of Understanding
Approving Exceptions to 17.7.3
Between Stockton Unified School District
and Stockton Teachers Association

Stockton Unified School District (“District”) and Stockton Teachers Association (“Association”), jointly known as the Parties (“Parties”), enter into this Memorandum of Understanding (“MOU”) regarding clarification on, and exceptions to, the language of article section 17.7.3 regarding secondary assignments. All provisions of the Parties’ Collective Bargaining Agreement (“CBA”) not in conflict with this MOU remain in effect.

1. Existing CBA Language and Intent

The Parties recognize the existing language of article section 17.7.3: “The assignment for each secondary teacher should consist of no more than three (3) different subjects.” The Parties also acknowledge a longstanding past practice of this restricting secondary teacher assignments to a maximum of three (3) course-preps at any time.

2. Recognized Need for Further Clarity

While some site contexts are known to have operated outside the above restriction (whether recognized by the Parties or not), the Parties also recognize there has been no defined mechanism of approval for such exceptions.

3. Approving Exceptions to 17.7.3 Restrictions

Throughout the term of this MOU, a teacher’s secondary assignment must only exceed the restriction of three (3) course-preps at once if the following occur:


- a. The teacher is provided with the attached waiver;
- b. The teacher voluntarily completes and signs the waiver (with signed copies provided immediately to the Association and the Asst Supt of Human Resources or designee);
- c. Neither Party objects to the exception instance.

This MOU sets no precedents, and enacts its provisions from ratification through June 30, 2023 unless modified by mutual written agreement of the Parties. Either Party may trigger discussion on further modifications to this agreement.

FOR THE ASSOCIATION:

 11 / 10 / 2022

Justin McGehee, Bargaining Chair

 11 / 10 / 2022

Felice Bryson-Perez, President

FOR THE DISTRICT:

 11/10/22

Wendy DeSimone, Interim Asst. Supt. H.R.

Waiver Form for Approving Exceptions to 17.7.3

Employee ID#: _____

Date: _____

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

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

17.7.3 The assignment for each secondary teacher should consist of no more than three (3) different subjects.

Signatures of Approval

Teacher date: _____

Principal date: _____

Association President date: _____

Asst Supt of HR date: _____



WD

**Memorandum of Understanding
Tentative Agreement Regarding
Walton ESY
Between Stockton Unified School District
and Stockton Teachers Association**

The Stockton Unified School District (“District”) and Stockton Teachers Association (“Association”), together “the parties,” agree to enter into this Memorandum of Understanding (“MOU”) to address the additional Extended School Year “ESY” at Walton for the 2022-2023 school year.

The parties agree to the following:

- 1) ESY will take place immediately following the end of the regular instructional year, with its exact dates identified and announced by the District via program postings for teacher recruitment, communicated no later than April 1. For summer 2023 programs only, this April 1 deadline shall instead be within 10 (ten) school days of this MOU being ratified.
- 2) Student hours will be 8:00 am to 12:00 pm, (with teaching hours being 7:45 am to 12:15 pm to reflect Reporting Time per **Article 6.6**). Teachers shall be compensated for an additional 30 minutes of preparation time per day, resulting in a five (5) hour day.
- 3) ESY Walton Teachers' salary schedule shall be in accordance with the teacher’s hourly rate (see Appendix G). ESY Walton teachers shall be paid twice: (a) on or about July 15 for days worked in June; (b) on or about August 15 for days worked in July.
- 4) In the event transportation is delayed in picking up a student from the site, the student’s teacher will be compensated to the nearest quarter hour at the hourly rate for supervising any time past the teacher’s 15 minutes after-school reporting time. Teacher prep time must be accounted for separately from any such transportation-delay supervision of students.
- 5) The first day for teachers shall be a day for orientation and preparation without students, with no more than two (2) hours allocated to orientation of the five (5) hour day.
- 6) Walton teachers shall not be required to teach ESY. Participation in ESY is optional for Walton teachers.
- 7) Walton Teachers shall be given preference for the ESY teaching vacancies at Walton provided such teachers are qualified to teach the subject matter.
- 8) If a sufficient number of current Walton teachers are not available to teach ESY, the site will work with Human Resources and the Stockton Teachers Association to identify teachers eligible to work at Walton provided they hold the appropriate credential to teach ESY at Walton.
- 9) The District shall make every effort to notify selected ESY teachers no later than May 15. Teachers must respond to selection notification no later than ten (10) calendar days from the date of mailing of the notification. The District must provide ESY teachers with their ESY notice of assignment by the last teacher work day of the normal school year.
- 10) No IEP development or meetings will take place during ESY with the exception of:

- amendments to address incidents when documentation is required;
- at parent request; or
- when necessary to address procedures that are required by law.

11) The District reserves the right to transfer Walton ESY teachers based on enrollment figures and to terminate employment based on enrollment and staffing needs.

12) A change in assignment shall only be made for good and sufficient reason.

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

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

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

16) The following leaves do not apply and cannot be used during summer school:

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

This MOU is effective upon ratification and shall be rolled into the Collective Bargaining Agreement as part of (and superseding anything dissimilar in) **Article 19**. The parties retain the option to conduct further negotiations in Successor negotiations for the entirety of **Article 19**. By signing this Memorandum of Understanding, the parties agree to all provisions of this agreement for the timeframes specified herein.

Date of tentative agreement: 03 / 27 / 2023

For the Association:



03 / 30 / 2023

Felice Bryson-Perez, STA President



03 / 30 / 2023

Erica Richard, STA negotiations chair

For the District:



03 / 30 / 2023

Claudia Moreno, Interim Dir. Labor Relations



03 / 30 / 2023

Wendy DeSimone, Interim Asst. Supt. HR

**Memorandum of Understanding
Tentative Agreement Regarding
SFA Summer Session
Between Stockton Unified School District
and Stockton Teachers Association**

The Stockton Unified School District (“District”) and Stockton Teachers Association (“Association”), together “the parties,” agree to enter this Memorandum of Understanding (“MOU”) to address the School for Adults (“SFA”) Summer Session for the 2022-2023 school year.

The parties agree to the following:

- 1) Summer Session for SFA will take place immediately following the end of the regular instructional year, with its exact dates identified and announced by the District via program postings for teacher recruitment, communicated no later than April 1. For summer 2023 programs only, this April 1 deadline shall instead be within 10 (ten) school days of this MOU being ratified.
- 2) SFA’s Summer Session shall consist of 4 (four) hours of student instruction per day and an additional one (1) hour of on-campus preparation time per day.
- 3) Student hours will be 8:00 am to 12:00 pm (with teaching hours being 7:45 am to 12:45 pm). Teachers will be compensated for the additional one (1) hour for on-campus preparation time per day, resulting in a (5) hour day.
- 4) SFA’s Summer Session teachers shall be compensated in accordance with the teacher’s hourly rate (Reference Appendix G).
- 5) Full Time Adult Education Teachers will have the first opportunity to work SFA’s Summer Session.
- 6) Evening Adult Education Teachers will have the second opportunity to work SFA’s Summer Session.
- 7) If enough teachers are not available to work SFA’s Summer Session, the site will work with Human Resources and Stockton Teachers Association to identify teachers with the appropriate credential.
- 8) The District shall make every effort to notify selected Summer Session teachers no later than May 15. Teachers must respond to selection notification no later than ten (10) calendar days from the date of mailing of the notification. The District must provide teachers with their Summer Session notice of assignment by the last teacher work day of the normal school year.
- 9) At the discretion of the District, SFA’s Summer Session classes may be held in-person, on-line or a combination thereof.

- 10) SFA's Summer Session is subject to funding and may be canceled when funding becomes unavailable.
- 11) The hours of one (1) day of sick leave shall be granted to each SFA Summer Session teacher. Such sick leave shall be separate from per-diem sick leave, as clarified below concerning past practice.
- 12) At the end of the SFA Summer Session, a teacher may opt to be paid for the 5 hours of one (1) day of unused sick leave earned during the current summer session, at the teacher's hourly rate. Payment will be made at the teacher's request, with the request made no later than the last day of SFA Summer Session. If the teacher elects not to be paid, the sick leave day's hours accumulate in accordance with past practice of an hourly based "sick leave hours" bank. The parties agree this site practice shall be officially tracked and documented in ways that are verifiable to the parties whenever needed, parallel to nominal sick leave.
- 13) The following leaves do not apply and cannot be used during summer school:
(1) Pregnancy, (2) Emergency, (3) Class B, (4) Dependent, (5) Maternity,
(6) Child Rearing, (7) Adoption, (8) Legislative, and (9) In-Service.
- 14) The District reserves the right to terminate summer employment based on enrollment figures and consequential staffing needs.

This MOU is effective upon ratification and shall be rolled into the Collective Bargaining Agreement as part of (and superseding anything dissimilar in) **Article 20**. The parties retain the option to conduct further negotiations in Successor negotiations for the entirety of **Article 20**. By signing this Memorandum of Understanding, the parties agree to all provisions of this agreement for the timeframes specified herein.

Date of tentative agreement: 03 / 27 / 2023

For the Association:



03 / 31 / 2023

Felice Bryson-Perez, STA President


03 / 31 / 2023

Erica Richard, STA negotiations chair

For the District:


03 / 30 / 2023

Claudia Moreno, Interim Dir. Labor Relations


03 / 30 / 2023

Wendy DeSimone, Interim Asst. Supt. HR

**Memorandum of Understanding
Tentative Agreement Regarding
Elementary & Secondary SLA
Between Stockton Unified School District
and Stockton Teachers Association**

The Stockton Unified School District (“District”) and Stockton Teachers Association (“Association”), together “the parties,” agree to enter into this Memorandum of Understanding (“MOU”) to address the additional Summer Learning Academy (“SLA”) at Elementary and Secondary Schools for the 2022-2023 school year.

The parties agree to the following:

- 1) SLA will take place immediately following the end of the regular instructional year, with its exact dates identified and announced by the District/Site via program postings for teacher recruitment, communicated no later than April 1. For summer 2023 programs only, this April 1 deadline shall instead be within 10 (ten) school days of this MOU being ratified.

All comprehensive secondary sites will host SLA.
Non-comprehensive secondary sites may also host SLA by opting in.
Elementary sites host SLA by opting in.

2) Schedule

- a. For secondary-site programs, teacher hours will be in accordance with Article 6.6. Student hours will be scheduled for up to three daily sessions:
Morning session: 8:00am to 12:00pm (teaching hours 7:45am to 12:15pm)
Afternoon session: 12:30pm to 4:30pm (teaching hours 12:15pm to 4:45pm)
Remote virtual session: 5:00pm to 8:00pm (teaching hours 4:45pm to 8:15pm)
Teachers shall additionally be compensated for 30 minutes of preparation time per day, per secondary-site SLA shift.

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

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

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

- c. Elementary orientation and preparation: Elementary-site programs shall include 10 (ten) compensated hours before the summer program starts, without students, scheduled reasonably at site discretion. These hours shall include at least 6 (six) hours of teacher in-room preparation time, with up to 4 (four) hours consisting of professional development and/or meetings.
- 3) Class size for SLA must be no more than 20 to 1 at the elementary level (with 20 as a hard cap), and 32 to 1 at secondary level (with 32 as a hard cap).
- 4) SLA teacher salary schedule shall be in accordance with the teacher's hourly rate (see Appendix G) SLA teachers shall be paid twice: (a) on or about July 15 for days worked in June; (b) on or about August 15 for days worked in July.
- 5) Teachers shall not be required to teach SLA. Participation in SLA is optional for teachers.
- 6) SLA teachers shall be given preference for the SLA teaching vacancies at their own school site provided such teachers are appropriately credentialed to teach the subject matter. If a sufficient number of current SLA teachers are not available to teach at any given SLA site, that site will work with Human Resources and the Stockton Teachers Association to identify teachers eligible to work at the appropriate level/subject/assignment provided they hold the appropriate credential pertinent to the teaching assignment.
- 7) SPED/RSP support
 - a. Ed Specialists (herein referring to Resource Specialists and SDC teachers) shall provide support in SLA classrooms in which students are identified to receive targeted intervention. Any such Ed Specialist daily schedules shall accordingly mirror that of classroom teachers (same hours, single site), except when the assignment is posted as being on a consulting and/or itinerant basis with hours and/or site(s) explicitly differing from classroom teacher assignments.
 - b. Ed Specialist instructional support may consist of whole-class co-teaching, and/or individual student support, and/or delivering small group instruction. All such Ed Specialist support for students may also include those who have historically struggled academically, as well as those who experienced significant learning loss and/or chronic absenteeism.
 - c. Under no circumstance shall SLA Ed Specialists be required or expected to deliver SAI minutes as per a student's IEP, nor to complete case management duties. However, upon a student's enrollment, the student's classroom teacher(s) and any relevant Ed Specialist(s) shall be alerted to the student's pertinent IEP accommodations that may best support the student in the SLA setting. This is to equip general education teachers, administration, and Ed Specialists (as available) to collaborate on best practices for student accommodations and/or differentiation.
- 8) The District/site shall make every effort to notify selected SLA teachers no later than May 15. Teachers must respond to selection notification no later than ten (10) calendar days from the date of mailing of the notification. The District/site must provide SLA teachers with their SLA notice of assignment by the last teacher work day of the normal school year.

- 9) The District/site reserves the right to determine staffing needs of SLA teachers based on enrollment figures and to adjust staffing based on enrollment.
- 10) A change in assignment shall be agreed upon and between site leader and teacher.
- 11) The teacher shall have the right to request and shall receive written reasons when a change of assignment is made.
- 12) One (1) day of SLA sick leave shall be granted to each SLA teacher per shift. Such sick leave shall be limited and is cumulative to summer school usage, and is not involved with regular per-diem employment sick leave. Each site is responsible for classroom coverage if a teacher is unable to perform teaching duties as planned.
- 13) At the end of the summer session, a summer school teacher may opt to be paid for the one (1) day of unused sick leave per shift earned during the current summer session. Payment for the one (1) day of unused summer session sick leave per shift will be made at the teacher's request and at the teacher's daily summer school rate. The request for pay for unused sick leave will be made no later than the last day of the summer session. If the teacher elects not to be paid, the sick leave day per shift accumulates in accordance with contract language.
- 14) The following leaves do not apply and cannot be used during summer school:
 - (1) Pregnancy, (2) Emergency, (3) Class B, (4) Dependent, (5) Maternity,
 - (6) Child Rearing, (7) Adoption, (8) Legislative, and (9) In-Service.

This MOU is effective upon ratification and shall be rolled into the Collective Bargaining Agreement as part of (and superseding anything dissimilar in) **Article 13**. The parties retain the option to conduct further negotiations in Successor negotiations for the entirety of **Article 13**. By signing this Memorandum of Understanding, the parties agree to all provisions of this agreement for the timeframes specified herein.

Date of tentative agreement: 03 / 28 / 2023

For the Association:



03 / 30 / 2023

Felice Bryson-Perez, STA President


03 / 30 / 2023

Erica Richard, STA negotiations chair

For the District:


03 / 30 / 2023

Claudia Moreno, Interim Dir. Labor Relations


03 / 30 / 2023

Wendy DeSimone, Interim Asst. Supt. HR

**Memorandum of Understanding
Tentative Agreement Regarding
New Teacher Recruitment and Substitute Rates
Between Stockton Unified School District
and Stockton Teachers Association**

The Stockton Unified School District (“District”) and Stockton Teachers Association (“Association”), together “the parties,” agree to enter into this Memorandum of Understanding (“MOU”) to boost attraction and retention of teachers in SUSD commencing with the 2023-2024 school year.

1. New Teacher Recruitment

This incentive program is for new teachers hired between March 1, 2023 and June 30, 2024 for the 2023-2024 school year.

Years of Service – Per STA article 18.4.5, new employees with previous experience will be given year for year experience credit up to twenty-four (24) years with a valid teaching credential. New employees can transfer up to 24 years for salary placement only, not seniority

Signing Bonuses

All New Teacher Hires (other than Special Education, Math and Science) will be paid a total of \$7,000 paid in three installments over the first two years of employment.

Year one of service:

- \$1,500 will be paid out in EOM payroll checks effective 12/31/23 (provided the individual has been hired prior to the payout period).
- \$1,500 will be paid out in EOM payroll checks effective 5/31/24 (provided the individual has been hired prior to the payout period).

Year two of service:

- \$4000 will be paid out in EOM payroll checks effective 8/31/24. (The teacher must remain employed through the last instructional calendar work day of the teacher’s position at the end of the school year 2024-2025, otherwise this Year Two incentive money will be deducted from the teacher’s final payroll checks of the school year.)

All New Teacher Hires for Special Education, Math and Science whose position requires them to hold a Special Education, Math or Science single subject credential or be in a program to become credentialed will be paid a total of \$10,000, to be paid in three installments over the first two years of employment.

Year one of service:

- \$2,500 will be paid out in EOM payroll checks effective 12/31/23 (provided the individual has been hired prior to the payout period).
- \$2,500 will be paid out in EOM payroll checks effective 5/31/24 (provided the individual has been hired prior to the payout period).

Year two of service:

- \$5000 will be paid out in EOM payroll checks effective 8/31/24. (The teacher must remain employed through the last instructional calendar work day of the teacher's position at the end of the school year 2024-2025, otherwise this Year Two incentive money will be deducted from the teacher's final payroll checks of the school year.)

For any instance in which one of the above payments is missed, the District shall ensure payment to the teacher(s) occurs on the next EOM.

2. Comprehensive Substituting Pool

In order to create a strong pool of substitutes and maximize comprehensive coverage of student education, supervision and safety, the existing elevated rate of substitute pay will be extended as shown below. This extension will be effective upon ratification of this MOU and continue through the end of the 2023-24 School Year.

Employee:	Rate:
Short-term (days 1-5) substitute	\$200 (daily rate)
Long-term (days 6-18)	\$250 (daily rate)
18/+ consecutive days in the same assignment	Appropriate salary schedule placement (daily rate)
Current non-substitute unit employees who substitute in addition to their normal duties	\$300 (daily rate)
Retired substitute teachers	\$350 (daily rate)
<hr/>	<hr/>
Preschool hourly sub rate	\$42.50 (hourly rate)

- This applies to qualified preschool substitutes and/or current preschool Standard Permit teachers who choose to substitute in an AM/PM or Head Start duration setting.
- Head Start teachers and/or associate teachers located in stacked classrooms who choose to substitute for a class in addition to their normal duties will be compensated at \$42.50 per hour to coincide with the preschool instructional program.
- Current SUSD ECE Program Specialists who substitute for a class in addition to their normal duties will be compensated at \$42.50 per hour to coincide with the preschool instructional program.
- At no time shall this modified Preschool rate reduce a member's compensation rate.

This MOU is effective upon ratification and sets no precedents. By signing this Memorandum of Understanding, the parties agree to all provisions of this agreement for the timeframes specified herein.

Date of tentative agreement: 03 / 28 / 2023

For the Association:



03 / 30 / 2023

Felice Bryson-Perez, STA President



03 / 30 / 2023

Erica Richard, STA negotiations chair

For the District:



03 / 30 / 2023

Claudia Moreno, Interim Dir. Labor Relations



03 / 30 / 2023

Wendy DeSimone, Interim Asst. Supt. HR

Memorandum of Understanding for
Ag Extended Year
Between Stockton Unified School District
and Stockton Teachers Association

The Stockton Unified School District (“District”) and Stockton Teachers Association (“Association”), together “the parties,” agree to enter into this Memorandum of Understanding (“MOU”) to address the additional duties, responsibilities and compensation for Agriculture teachers in the District for the 2023-2024 school year. This includes at minimum five (5) Agriculture teachers at Stagg High School, but shall also include any additional such Agriculture positions in the District.

The parties agree that each of the teachers assigned to the Agriculture classes will:

- 1) Receive a flat rate stipend for the 2023-2024 school year. The annual amount uses the Stipend Base Salary (Class 1A, step 1) for teachers divided by 187 workdays and multiplied by **33 additional workdays**, to be paid in equal monthly installments over the year.
- 2) Be allowed to flex the four (4) District teacher professional development days scheduled in recognition of the annual CATA PD required of Agriculture teachers.
- 3) Be expected to perform additional duties which may include:
 - a. Coordination and attendance of conferences and Future Farmers of America (FFA) events
 - b. FFA advisory duties
 - c. Management of Career Technical Education (CTE) assigned budget and expenditures
 - d. Supervision of students after contracted hours including field trips, etc.
- 4) Be expected to reasonably verify equitable distribution of program duties and hours across Ag teachers.

[**NOTE:** It is the shared intent of the parties that the release from District PD days combined with 33 additional per-diem of stipend-base compensation together is intended to approximate a composite recognition of 20% additional Ag-related labor per teacher, amounting to an Ag Extended Year. Payroll only needs to consider section 1 above.]

This MOU and the duties for this position will sunset on June 30, 2024. The parties mutually agree to reconvene to negotiate compensation and/or additional duties as it relates to the Agricultural program, as necessary. By signing this MOU, the parties agree to all provisions of this agreement for the timeframes specified herein.

For the Association:

Christopher S. Anderson Ed.D. 05 / 26 / 2023

Dr. Christopher S. Anderson, STA President

Erica Richard

05 / 24 / 2023

Erica Richard, STA Negotiations Chair

For the District:

Claudia Moreno

05 / 24 / 2023

Claudia Moreno, Interim Director Human Resources

Nathan Haley

05 / 25 / 2023

Nathan Haley, Administrator on Special Assignment

**Memorandum of Understanding
Between Stockton Unified School District
and Stockton Teachers Association
Beginning with the 2023-2024 school year**

The Stockton Unified School District (“District”) and Stockton Teachers Association (“Association”), together “the parties,” agree to enter into this Memorandum of Understanding (“MOU”) to address the approved addition of flag football as an official sport for girls for the upcoming 2023-24 year by the California Interscholastic Federation, the statewide body that governs high school athletics.

To facilitate District goals of creating a positive school climate and supporting students socio-emotional well being, and in compliance with Title IX and the California Sex Equity in Education Act, both the District and the Association agree that the coaching stipends will be as follows:

For each of the four (4) comprehensive high schools:

Varsity flag football head coach	Tier 2 (table starting with 7.5% step 1)
Varsity assistant coach (up to 2)	Tier 3 (table starting with 6.5% step 1)
Junior Varsity flag football head coach	Tier 3 (table starting with 6.5% step 1)
Junior Varsity assistant coach (up to 2)	Tier 5 (table starting with 4.5% step 1)

This allows up to six (6) coaching positions each at each comprehensive high school in the District. These percentages and the associated stipend amounts are based on the current stipend salary scale found in the current STA Collective Bargaining Agreement.

This MOU covers the 2023-2024 school year with the accompanying agreement by the Parties that the above flag football stipends will be added to the stipends in the STA Collective Bargaining Agreement, subject to normal contractual ratification processes. This MOU sets no other precedents and is effective upon ratification. By signing this Memorandum of Understanding, the parties agree to all provisions of this agreement for the timeframes specified herein.

For the Association:

Christopher S. Anderson Ed.D. 05 / 26 / 2023

Dr. Christopher S. Anderson, STA President



05 / 24 / 2023

Erica Richard, STA Negotiations Chair

For the District:



05 / 24 / 2023

Claudia Moreno, Interim Director Labor Relations



05 / 25 / 2023

Joann Juarez, Interim CBO

Lead Teachers Addendum

to the MOU for Elementary & Secondary SLA of March 28, 2023
between Stockton Unified School District and
Stockton Teachers Association

The Memorandum of Understanding (“MOU”) regarding Elementary & Secondary SLA between the Stockton Unified School District (“District”) and Stockton Teachers Association (“Association”) shall add a **section 15** per the language below in this addendum. The resulting modified MOU remains subject to its preexisting limitations and provisions, inclusively applied to the contents added by this addendum.

15) Lead Teachers

- 15.1 Whenever an Association bargaining unit member fills the quasi-administrative role of Lead Teacher (for any District-sponsored instructional program outside the regular contracted instructional calendar), the following shall apply:
- a. Any Lead Teacher’s compensation will be their hourly rate.
 - b. On the instructional days of an elementary SLA program, the Lead Teacher’s hours and sick leave provisions shall mirror those of teachers working the program, plus an additional 15 minutes at the beginning and end of the normal teaching shift. This adds 30 compensated minutes per instructional day of the program for the lead teacher, such that the Lead Teacher nets 5.5 compensated hours instead of 5.
 - c. On the instructional days of any secondary SLA program, the Lead Teacher’s hours likewise include an additional 15 minutes at the beginning and end of shifts they are present on site to support.
 - d. Additional time will be compensated (and proactively disclosed) for time asked of the Lead Teacher to be “on call” for support (or remote support) of other shifts (secondary PM, evening-remote, ELOP, etc.).
 - e. No more than 9.5 compensated work hours may occur per instructional day (e.g., 7:30am – 5:30pm with a duty free 30-minute lunch).

15.2 Program Preparation and Potential Extra Trainings

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

15.3 Intercession for High Schools

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

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

This addendum becomes part of the referenced MOU effective upon ratification and shall similarly be rolled into the Collective Bargaining Agreement as part of (and superseding anything dissimilar in) **Article 13**. The parties retain the option to conduct further negotiations in Successor negotiations for the entirety of **Article 13**. By signing this Memorandum of Understanding, the parties agree to all provisions of this agreement for the timeframes specified herein.

For the Association:

Christopher S. Anderson Ed.D.

05 / 30 / 2023

Dr. Christopher S. Anderson, STA President

Erica Richard

05 / 30 / 2023

Erica Richard, STA Negotiations Chair

For the District:

Claudia Moreno

05 / 30 / 2023

Claudia Moreno, Interim Director Human Resources

Brian Biedermann

05 / 30 / 2023

Brian Biedermann, Regional Director Ed Services

**Memorandum of Understanding for
Special Position Exchange Coordination
Between Stockton Unified School District
and Stockton Teachers Association**

In this closing stretch of the 2022-2023 school year, the Stockton Unified School District (“District”) and Stockton Teachers Association (“Association”), together “the parties,” agree to enter into this Memorandum of Understanding (“MOU”) to address the time-sensitive goal of coordinating an opt-in exchange among teachers in special positions while honoring timely notice of assignment. The parties mutually recognize and agree to the following:

1. Due to classroom teacher vacancies and the current shortage of teacher applicants in the state, the District has put a functional freeze on hiring for non-classroom positions that would either take a teacher out of a classroom in the District or place new teacher hires somewhere other than in a classroom.
2. Article 17.13 already allows interested teachers to exchange respective positions, whether as a pair or as a group in mass simultaneous movement. The parties recognize that exchange transfers among teachers already in special positions is not prevented by this freeze. As provided below, any teacher already in a special position may request for an Exchange Transfer into the same special position type (example: an instructional coach swapping positions with another instructional coach).
3. To facilitate a well-informed and expedited process, the District retains discretion on when to centrally fulfill the role of “immediate supervisor” if needed for more complex exchanges and shall execute the follow steps:
 - a. **By Thursday, May 25:** Solicit nonbinding interest in Exchange Transfer from all instructional coaches and program specialists, while providing a current list of all such positions and corresponding teachers;
 - b. **By Friday, May 26:** Alert all potentially interested individuals with the list of all who indicated interest in Exchange Transfer (i.e. interested persons and their current positions) so that interested members can begin contacting each other and pertinent supervisors per article 17.13;
 - c. **By Wednesday, May 31:** After having collected/verified all declared Exchange Transfer

interests and pertinent supervisor approvals, alert all such identical-position-type exchanging bargaining unit members of their Notice of Assignment for the 2023-2024 school year.

Note: Article 17.13 itself allows a quite broad variety of supervisor-approved exchanges as long as members are each qualified for one another's positions. So, members at any time can explore non-identical exchanges (an instructional coach swapping with a program specialist, or either one potentially swapping with a "frozen empty position" if ultimately determined to be allowable per all pertinent regulations and funding rules). However, the unique timeline above in this MOU is only guaranteed for members interested in pursuing identical exchanges (IC & IC, PS & PS). Other forms of exchange may still be explored, but those may take much longer to verify, may or may not turn out to be doable, and likewise remain subject to all supervisor approval.

This MOU sets no precedents and is effective upon ratification. By signing this MOU, the parties agree to all provisions of this agreement for the timeframes specified herein.

For the Association:

Christopher S. Anderson Ed.D. 05 / 30 / 2023

Dr. Christopher S. Anderson, STA President



05 / 30 / 2023

Erica Richard, STA Negotiations Chair

For the District:



05 / 30 / 2023

Claudia Moreno, Interim Director Human Resources

Susana Ramirez

05 / 30 / 2023

Dr. Susana Ramirez, Asst Supt Ed Services

Memorandum of Understanding for
Immediate SPED Structural Supports
Between Stockton Unified School District
and Stockton Teachers Association

The Stockton Unified School District (“District”) and Stockton Teachers Association (“Association”), together “the parties,” agree to enter into this Memorandum of Understanding (“MOU”) to address time-sensitive structural support elements for broad SPED contexts. As the contents of this MOU represent intended language to be added in the future (subject to further Successor negotiations) to article 19 in the contract, the section numbering is arranged accordingly.

19.2 Caseloads

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

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

19.2.2 Site-Specific RSP Teachers

- a. The caseload for an RSP teacher must not exceed 27 students (pursuant to 19.2.1) whenever the RSP teacher provides services solely at one site. (Note: This provision is inclusive of TK-8 RSP and high school RSP.)
- b. Whenever an RSP teacher is tasked with providing services at more than one site their maximum caseload must instead be 26 students (pursuant to 19.2.1).

19.2.3 Itinerant assignments

- a. The positions of Itinerant TK-8 RSP attached to the Special Ed Department, and Site-Specific TK-8 RSP are distinct. As such, teachers cannot be reassigned from site-specific to Itinerant TK-8 RSP attached to the Special Education Department, or vice versa.
- b. Whenever a site-specific RSP teacher has a caseload under 26, they may be assigned to serve more than one site up to a maximum of 26 students (pursuant to 19.2.1).
- c. District discretion prevails on the number and distribution of sites where an Itinerant TK-8 RSP teacher attached to the Special Ed Department may be tasked

with providing services. An Itinerant TK-8 RSP's caseload must not exceed 26 students (pursuant to 19.2.1).

- d. Itinerant TK-8 RSP teachers attached to the Special Ed Department are to be provided with access to student information systems for every student across all TK-8 RSP teachers' caseloads.
- e. All other traditionally itinerant special education positions who have a caseload (e.g., Visually Impaired, Deaf and Hard of Hearing, but not traditional SDC or RSP) shall likewise have a caseload maximum of 27 (pursuant to 19.2.1).

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

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

19.2.4 Caseload Site Changes

To change any TK-8 RSP teacher's site (i.e., assigning them students from a site they are not yet serving), the District must provide the teacher with pertinent digital access (Synergy, Illuminate, iReady, etc.) regarding the site(s);

- five instructional days' notice prior to the change,
- two additional days of release days to adequately transfer materials and to prepare instruction (see article 17.5.2); and
- any new mileage implications resulting from the transfer process (see article 16.1)

19.2.5 Caseload Reduction Procedure

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

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

19.2.6 RSP Caseload Reporting

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

19.3 Case Management Support Mechanisms

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

A high school RSP resource period:

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

19.3.2 Except for High School RSP, all teachers who have a caseload are authorized to utilize up to thirteen (13) Case Management Release (CMR) days per instructional year to support the fulfillment of case management responsibilities. Teacher location during CMR must be on-site. These days do not roll over into subsequent years.

19.4 Meetings, Training, and Curriculum

19.4.1 Monthly SPED Meetings

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

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

This MOU is effective upon ratification and shall be rolled into the Collective Bargaining Agreement as part of **Article 19**. The parties retain the option to conduct further negotiations in Successor negotiations for the entirety of **Article 19**. By signing this Memorandum of Understanding, the parties agree to all provisions of this agreement for the timeframes specified herein.

For the Association:

Christopher S. Anderson Ed.D.

Dr. Christopher S. Anderson,
STA President

Justin McGehee

Justin McGehee,
Acting STA Negotiations Chair

For the District:

Claudia Moreno

Claudia Moreno,
Interim Director Human Resources

Stephanie Reeves

Stephanie Reeves,
Executive Director Special Education

Memorandum of Understanding regarding
Mid-Range Association Leave
Between Stockton Unified School District
and Stockton Teachers Association
modifying a portion of Article 7 (Leaves)

The Stockton Unified School District ("District") and Stockton Teachers Association ("Association"), together "the parties," agree to enter into this Memorandum of Understanding ("MOU") to address forms of Association Leave greater than occasional daily leave but lesser than President's Leave. Modifications are limited to article subsection 7.14.2 as delineated in this MOU.

- Proposed additions/rewordings are underlined in blue.
- Proposed removals are ~~struck through in red~~.
- Merely for simplicity, all non-modified sections of the article are not being listed here, and are understood as remaining unchanged by this MOU proposal.

7.14 Association Leave

7.14.2 Other Association Leave

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

The Association shall request such leave by advance written notice to the Assistant Superintendent of Human Resources. The Association shall pay the District the amount of the daily substitute rate for each day of leave in accordance with this section, except as specified in subsection (b) below.

b. To maximize continuity of classroom coverage and stability for student learning, whenever valid Association leave for an individual unit member is anticipated for request in an amount greater than ten (10) dates for the remainder of the school year (e.g., a 40% fractional release of twice per week, or "every Wednesday," or an exact non-repeating set of dates, etc.), then the President's advance written notice will delineate all expected dates for the release.

This delineated set of absences for coverage shall be treated as contiguous for considerations of long-term (6/+ days) and extended-term (19/+ days) thresholds in posting, filling, and compensating coverage. The Association pays the District the actual substitute rate for each day of such leave, inclusive of daily, long-term, and extended-term rates as actually paid to the substitute.

Likewise subject to advance written notice to the Assistant Superintendent of Human Resources, the Association may subsequently add or remove individual dates for such a delineated release schedule. Any resulting modifications are not considered a break in assignment-continuity for the substitute.

The released teacher retains status as teacher-of-record (rather than an extended term substitute who might cover a majority of instructional days becoming the teacher of record) unless specified otherwise by the Association.

This MOU is effective upon ratification and updates **Article subsection 7.14.2**. By signing this MOU, the parties agree to all provisions of this agreement until ratification of a Successor Agreement, at which time this MOU's contents shall be rolled into the Collective Bargaining Agreement subject to any subsequent mutually agreeable changes in Successor negotiations for **Article 7**.

For the Association:

For the District:

Christopher S. Anderson Ed.D. 03 / 27 / 2024

Dr. Christopher S. Anderson
STA President

 03 / 27 / 2024

Glendaly Gascot-Rios
SUSD Asst Supt Human Resources

 03 / 26 / 2024

Justin McGehee
STA Negotiations Chair

Richard Edward Boyd 03 / 26 / 2024

Richard Boyd
SUSD Director of Labor Relations

**Memorandum of Understanding for
2024 Summer Learning
Between Stockton Unified School District
and Stockton Teachers Association**

The Stockton Unified School District (“District”) and Stockton Teachers Association (“Association”), together “the parties,” agree to enter into this Memorandum of Understanding (“MOU”) to address 2024 Summer Learning programs.

Upon ratification but fully subject to section 1 below, this MOU becomes effective only for 2024 Summer Learning programs. Therein, this MOU’s provisions fully override any conflicting language in Article 13 (Summer School), the “Elementary & Secondary SLA” MOU dated March 28, 2023 with its addendum(s), and the “Walton ESY” dated March 27, 2023, as well as any dissimilar or conflicting ESY-related contents in Article 19 (Walton Special Center).

The parties agree to the following:

1. Conditional Implementation

All other provisions of this MOU are mutually confirmed by the parties as fully null and void unless (or until) the Hourly-Rate Schedule MOU (April 23, 2024) is also ratified. Accordingly, upon ratification of this MOU by the parties, all other contents of this MOU shall remain ineffectual and moot unless (or until) the Hourly-Rate Schedule MOU (April 23, 2024) has additionally been ratified by the parties, at which time all other provisions of this MOU shall be effective immediately. (Intent: Even if this MOU is ratified, for all intents and purposes it does not essentially become effective unless the other MOU is ratified.)

2. Settings, Timeframes, Participation and Selection

- a. Teachers shall not be required to teach any program during summer, as all such application and participation is voluntary. Teachers shall be given preference for SLA/ESY programs teaching vacancies at their own school site provided such teachers are appropriately credentialed to teach the subject matter.
- b. Both elementary and secondary Summer Learning Academy (“SLA”) programs will take place immediately following the end of the regular instructional year, with its exact dates identified and announced by the District/Site via program postings for teacher recruitment, communicated within two weeks of this MOU’s provisions becoming effective.
- c. The District/site shall make every effort to notify selected summer program teachers no later than May 15. When a teacher receives an offer notifying them of selection for the program, they must accept within 48 hours of the notification email or the offer is nullified (subject to District discretion). The District/site must provide summer program teachers with their summer program notice of assignment by the last teacher work day of the normal school year. For late hires, this timeline will be flexible.

- d. The District/site reserves the right to determine the staffing needs of teachers based on enrollment figures and to further adjust staffing (including to collapse classrooms) due to changes in enrollment. Teachers who lose their initial assignment due to such collapses must then choose from among existing vacant positions for which they are qualified. If there are no such vacancies, the teacher will be offered their choice of two options: (1) be reassigned to support students based on need by the summer program administrator/designee, or (2) resign from the program.

When any such change in assignment is necessary due to enrollment or other circumstances that may cause a disruption to the program, the teacher shall be notified as soon as logistically possible. If the change happens once the program has started, the teacher shall be provided and compensated an additional 4 hours of preparation time to make necessary adjustments. Whenever a teacher so requests in writing, the teacher shall receive written reasons when a change of assignment is made.

- e. Teacher evaluation is no longer part of any summer program and accordingly will not occur.

3. Schedules

- a. No more than 9.5 compensated work hours may occur per instructional day (e.g., 7:30am – 5:30pm with a duty-free 30-minute lunch) for any individual teacher, working any combination of shifts. Any shift combination in excess must be immediately modified into compliance with this rule.
- b. For secondary-site programs, teacher hours will follow a modified form of Article 6.6 (consolidating, as shown below, the 15 min before students report and 15 min after student leave) to prevent consecutive shifts overlapping or encroaching on lunch. Student and teacher hours will accordingly be scheduled for up to three daily sessions as follows:

Morning session:	8:00am – 12:00pm	(teacher hours 7:30am – 12:00 pm)
Afternoon session:	12:30pm – 4:30pm	(teacher hours 12:30pm – 5:00pm)**
Remote virtual session:	5:00pm – 8:00pm	(teacher hours 5:00pm – 8:30pm)

Teacher hours for secondary SLA are accordingly considered to include a 30 minute prep for each session, either at the beginning or end of the shift.

**For any teacher who works two of the above session shifts when the shifts are immediately consecutive, the structure above is intended to functionally ensure a 30-minute lunch break. So, a teacher working the afternoon and remote virtual shift is understood to actually have an afternoon shift of 12:00pm – 4:30pm.

- b. For elementary-site programs, student and teacher hours will be scheduled for up to two sessions as follows:

AM Session:	8:00am – 12:30pm	(teacher hours 7:45am – 12:45pm)
PM Session:	1:15pm – 3:15pm	(teacher hours 1:15pm – 3:45pm)

AM: Teachers are compensated for (5) hours per day (includes 15 minutes before and after).

PM: Teachers are compensated for (2.5) hours per day (includes the 30 minutes after).

The English Learner Summer Extension follows the PM Session schedule.

The Migrant Summer Program (at minimum McKinley) follows the AM Session schedule.

- c. Teachers must only teach a maximum of two shifts for any day, whether in one or two programs/sites, and only as credentialing and traveling time allow. (For example, a teacher may work an AM and PM Session at the same elementary site, or two of the three shifts at a secondary site, or an elementary AM Session and a secondary virtual-remote session. However, a teacher may not work all three shifts of a secondary site.) Elementary AM Session and PM Session are each considered a single shift respectively. Secondary SLA's three sessions are similarly considered three distinct shifts.

4. Preparation and Professional Development Time ("PD")

Depending on the program, various levels of PD/meetings (to be attended and compensated) will be required. A schedule of PDs/Meetings will be available before assignments are made. All elementary SLA teachers will receive 6 hours of preparation time (separate from PD or meetings) without students before the program starts.

5. Class Size

Class size for any SLA must be no more than 20 to 1 at the K-3 level, 24 to 1 at the 4th-8th level, and 32 to 1 at the secondary level. Each of these class sizes are "hard cap" maximum not to be exceeded; as such, overages shall not apply.

6. SLA Lead Teachers

For any SLA Lead Teacher role, the following shall apply:

- a. Any Lead Teacher's compensation will be their hourly rate. Lead Teacher candidates with administrative credentials and/or experience as a Teacher Leader will be given preference during the hiring process.
- b. On the instructional days of an elementary SLA program, the Lead Teacher's hours and sick leave provisions shall mirror those of teachers working the program, plus an additional 15 minutes at the beginning and end of the normal teaching shift. This adds 30 compensated minutes per instructional day of the program for the lead teacher, such that the Lead Teacher nets 5.5 compensated hours when a shift's non-lead teachers net 5.
- c. On the instructional days of any secondary SLA program, the Lead Teacher's hours likewise include an additional 15 minutes at the beginning and end of shifts they are present on-site to support. All additional time will be compensated (and proactively disclosed) for time asked of the Lead Teacher to be "on call" for support (or remote support) of other shifts (secondary SLA afternoon, evening-remote, ELOP, etc.). In all cases, total daily time must comply with 2(a).
- d. Sites are allocated time to prepare for summer programming. In the event the responsible administrator is unable to complete the prep work, any teacher asked to assist will be compensated hourly. Similarly, whenever any additional training, program preparation, or other work hours are required or asked of lead teachers beyond what is elsewhere stipulated for other teachers, all pertinent teachers shall be alerted and compensated hourly for the time needed.

7. Extended School Year (ESY, not SLA)

a. ESY shall adhere to the provisions of this MOU (SLA and otherwise), with anything unique to ESY addressed in this section.

b. ESY hours will be as follows:

Students will attend 4 hours of ESY. Teachers will be compensated for a minimum of 4.5 hours (with teachers working 15 minutes before and 15 minutes after student time). Additional compensated teacher preparation time after school shall be at each teacher's daily option of zero (0), fifteen (15), or thirty (30) minutes, timesheeted by adding a half-hour or quarter-hour per respective day whenever so chosen by the teacher. Start and release may vary depending on the site/program.

c. Class sizes for ESY will vary by program, IEP requirements, grade ranges, number of adults present to support students, etc. Any ESY job assignment (and notification/posting) will indicate maximum class size, other adult staff for support (minimum number of paraprofessionals), etc.

d. Teachers will be compensated an additional 5 hours for attending the Mandatory ESY Orientation 1 day prior to the start of ESY. The orientation will be 2 hours of meeting/orientation and 3 hours of preparation time. If teachers are splitting the ESY assignment, then both teachers must attend the ESY Orientation.

e. In the event, that transportation is delayed in picking up a student from an ESY program/site, and the teacher leader or administrator is unavailable to supervise the students, the student's teacher will be compensated to the nearest quarter hour at the summer school hourly rate for supervising any time past the teacher's 15 minutes after-school reporting time. (Teacher prep time per 8.b of this MOU, by contrast, must be accounted for separately from transportation-delay student supervision.)

f. No IEP development or meetings will take place during ESY with the exception of:

- amendments to address incidents when documentation is required;
- at explicit parent request; or
- when necessary to address other procedures when required by law.

8. Payment Rates and Timing

Except when expressly negotiated otherwise by the parties, pay rates for all teaching in all summer programs shall be in accordance with a 2024 Summer Programs per-diem hourly rate, established as the teacher's per-diem hourly rate (see Appendix G for annual salaries used for calculating per-diem hourly by dividing per-diem by 6.5), paid through the timesheet submission and payment cycle as communicated for the program deadlines indicated by the program's oversight.

9. Sick Leave

For 2024 Summer Programs only, neither sick leave accrual nor compensation in lieu of unused sick leave shall apply in any way. Employees shall be compensated for time worked, and not compensated for time not worked.

10. Summer 2024 Recruitment Bonus (Summer 2024 only)

- a. STA bargaining unit members who work in any 2024 summer school program (elementary SLA, secondary SLA, ESY) will receive a Bonus as follows:
 - \$1,000 for any ESY, secondary SLA morning or afternoon shift, or elementary AM Session shift
 - \$500 for working any shorter shift (elementary PM session; secondary Virtual shift)
 - A net combined bonus for working multiple sessions of the above (e.g., \$2000 for working both the morning and afternoon shifts for secondary SLA; \$1500 for working both an AM and PM elementary SLA Session or for working Secondary SLA morning and Virtual evening)
- b. Employees who split a session/shift (e.g., first vs second half of the shift) will receive a prorated bonus directly proportionate to the split. (For example, two teachers doing a 60%/40% split would receive 60% and 40% of the bonus, respectively.)
- c. All bonuses per this MOU will be prorated based on the amount of days worked, regardless of absence reason(s). For the purposes of calculating the prorated bonus, 19 days will equal 100% of bonus, meaning that any teacher that worked 19 days per session will receive 100% of the bonus.
- d. Bonuses will be paid after the end of the summer session(s) worked, within the next two End-of-Month payroll cycle timelines.

This MOU sets no precedents and shall prevail until explicitly superseded by other agreement(s). By signing this MOU, the parties agree to all provisions, fully subject to section 1 regarding this MOU's provisions becoming effective upon ratification by both parties.

For the Association

Christopher S. Anderson Ed.D.

04 / 23 / 2024

Dr. Christopher S. Anderson, STA President

Justin McGehee

04 / 23 / 2024

Justin McGehee, STA Negotiations Chair

For the District

Glendaly Gascot Rios

04 / 23 / 2024

Glendaly Gascot Rios, Asst Supt HR

Richard Boyd

04 / 24 / 2024

Richard Boyd, Director of Labor Relations

Hourly-Rate Schedule Memorandum of Understanding Between Stockton Unified School District and Stockton Teachers Association

The Stockton Unified School District (“District”) and Stockton Teachers Association (“Association”), together “the parties,” agree to enter into this Memorandum of Understanding (“MOU”) to replace the STA Hourly Salary Schedule with a per-diem hourly pay structure anchored to the annual salary schedules.

Upon ratification but fully subject to section 1 below, this MOU becomes effective beginning with the 2024-2025 school year, affecting neither Summer 2024 program pay rates of any kind, nor retroactively affecting any pay for the 2023-2024 school year or any time period earlier.

The parties agree to the following:

1. Conditional Implementation

All other provisions of this MOU are mutually confirmed by the parties as fully null and void unless (or until) the 2024 Summer Learning MOU of April 23, 2024 is also ratified. Accordingly, upon ratification of this MOU by the parties, all other contents of this MOU shall remain ineffectual and moot unless (or until) the 2024 Summer Learning MOU (April 23, 2024) has additionally been ratified by the parties, in which case all other provisions of this MOU shall be effective immediately. (Intent: Even if this MOU is ratified, for all intents and purposes it does not essentially become effective unless the other MOU is ratified.)

2. New Hourly Rates (2024-2025 Onward)

- a. Effective beginning with the 2024-2025 school year onward, the “STA Salary Schedule Hourly (Regular Teachers, Summer School, Home Instruction, Curriculum Development, Adult Education)” of Appendix G is hereby abolished in the Agreement.

The parties recognize the necessity of maintaining records of the abolished hourly schedule for retrospective verification as needed, but any display of the abolished hourly schedule shall be understood as historic-informative rather than being in effect for current labor compensation.

- b. Simultaneously effective beginning with the 2024-2025 school year onward, all hourly-schedule and hourly-rate based pay for unit members (referenced both in past practice and in the Agreement as being paid according to “the teacher hourly salary schedule” or at “the teacher’s hourly rate”) shall be newly established as referring to the employee’s

per diem hourly rate.

The parties recognize that the per-diem hourly rate refers to a bargaining unit member's annual salary divided by the annual number of work days, further divided by 6.5 (six and one half).

Disclaimer: This subsection is mutually understood by the parties as not applying to the retired consultant rate, nor applying to the substitute daily or substitute long-term pay rates, nor to the preschool schedules, as these are each recognized as already having true hourly rates inherently built into their respective pay structures.

This MOU sets no precedents and shall prevail until explicitly superseded by other agreement(s). By signing this MOU, the parties agree to all provisions, fully subject to section 1 regarding this MOU's provisions becoming effective upon ratification by both parties.

For the Association

Christopher S. Anderson Ed.D.

04 / 23 / 2024

Dr. Christopher S. Anderson, STA President

Justin McGehee

04 / 23 / 2024

Justin McGehee, STA Negotiations Chair

For the District

Glendaly Gascot Rios

04 / 23 / 2024

Glendaly Gascot Rios, Asst Supt HR

Richard Boyd

04 / 24 / 2024

Richard Boyd, Director of Labor Relations

**Memorandum of Understanding for Elected
Officer Leave Request
Between Stockton Unified School District and
Stockton Teachers Association**

June 6, 2024

The Stockton Unified School District (“District”) and Stockton Teachers Association (“Association”), together “the parties,” agree to enter into this Memorandum of Understanding (“MOU”) that Angela Pascual, STA Vice President to be released for the 2024-2025 school year for union business in their capacity as an elected officer of STA in accordance with California Education Code section 44987.

California Education Code section 44987 requires districts to grant any employee a requested leave of absence, for a full-time, part-time, periodic or intermittent period, without loss of compensation or benefits, for the purpose of conducting Association business. In accordance with the law, SUSD will grant Angela Pascual a paid leave of absence for the 2024-2025 school year without loss of pay or benefits, including health and welfare benefits and employer STRS contributions. This leave time is in addition to and separate from any type of union release that is provided for in the Collective Bargaining Agreement, in any other agreement, or by District practice.

Upon receipt of regular invoices from SUSD, STA shall reimburse the District for this requested statutory leave of absence for Dr. Angela Pascual. By signing this MOU, and upon ratification by both parties, this MOU becomes effective only for the 2024-2025 school year and shall set no precedents until explicitly superseded by other agreement(s).

Upon termination of the Association leave, the Association Vice President shall maintain placement at the worksite worked at immediately prior to the transition to being fully released.

For the Association

Christopher S. Anderson Ed.D.

Dr. Christopher S. Anderson, STA President

For the District



Glendaly Gascot Rios, Asst Supt HR

APPENDIX J

TENTATIVE AGREEMENTS

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

This agreement concludes 2020-2021 and 2021-2022 reopener negotiations between Stockton Unified School District and the Stockton Teachers Association (STA). The parties hereby agree to the following terms subject to the ratification of STA and the Stockton Unified School District Board of Trustees. All remaining provisions in the current collective bargaining agreement shall remain unchanged and said negotiations will be deemed concluded for the 2020-2021 and 2021-2022 school years.

1. Article 2: Class Size (limited to three topics postponed from previous successor negotiations)
 - a. RSP Caseloads
 - i. Caseload maximums for RSP teachers reduced from 28 to 27 when assigned to a single site (26 when assigned to serve students at more than one site)
 - ii. Caseload being size-balanced moves most recently added students first unless otherwise recommended by the RSP teacher
 - iii. Caseload assignments involving students at a new site to include release time (as with a transfer) and pertinent digital/informational access
 - b. IWEN status impact on class size
 - i. Class size reduction for every two IWEN to remain
 - ii. IWEN students to be rostered first, and not to be moved via class size balancing
 - c. Class Size Overages in non-traditional schedules (resolves an outstanding grievance)
 - i. Class size overages to be equivalent regardless of class length but calculated separately by term (e.g., whether AB or traditional 4x4)
 - ii. All-year single-term rostering (e.g. 6 class alternating block) to include all rostered students regardless of school day
2. Article 6: Teaching Hours
 - a. PD survey creation/input to be collaborative purview of STA & SUSD
 - b. Calendar negotiation cycle defined (up to three years out at once)
 - c. "5th Tuesday" standard practice now in language
 - d. Asynchronous trainings (e.g. Keenan) now to be assigned during specific contract-time days
 - e. Pay rates for substituting and prep buyout each fixed to match correct percent of work time (e.g. *buying out prep in a 4x4 is an extra 1/3, not an extra 1/4; and substitutes also covering during prep in a 4x4 receive an extra 1/3, not an extra 1/4*)
 - f. Non-classroom position teachers to receive parallel compensation for class coverage
3. Article 10: Part-Time Employment/Early Retirement
 - a. Conversion from "45 day consultant" to "retired consultant" using an hourly-rate basis of 270 hours (resolves inequity of compensation of short days vs long days, thereby stabilizing the rate of pay)
 - b. Allow SUSD/STA to mutually authorize additional time beyond the 270 hours (previously 45 days) when permissible for the retiree's income
4. Article 7: Leaves
 - a. FMLA qualification appeals process provided
 - b. Bereavement leave to provide staff release for loss of a current student
 - c. Discretionary leave can now only be denied for 3 specific causes (and can no longer be denied after 2 weeks following leave-input)

5. Article 26: Peer Assistance and Review (PAR)
 - a. PAR to continue being suspended (“on pause”) while STA/SUSD explore potential revisions
 - b. Site mentor to be assigned for support to teachers receiving Unsatisfactory
 - c. Teachers receiving Unsatisfactory not to be re-evaluated by the same evaluator
6. Article 27: Contract Waivers
 - a. Waiver process now illustrated with guidance-timeline
 - b. Waivers being “renewed” (same language but new year dates) have simpler process and only require simple majority staff approval
 - c. Waivers can be requested for 2 years (and granted for either 1 or 2 years at a time)
7. Article 4: Fringe Benefits to remain status quo
8. Article 18: Wages
 - a. Attraction/Retention Supplemental Plan:
 - a. Tuition reimbursement for new teachers
 - b. Signing bonuses for new teachers
 - c. Signing bonuses for new substitutes
 - b. For the next two years, the athletics increment stipends shall also include 20 additional stipends for each comprehensive high school (80 in total across all)
 - a. boys/girls varsity basketball, soccer, track, tennis, and volleyball (10)
 - b. varsity cheer, baseball (2), softball (2)
 - c. AD stipend to be per season (3), up from annual
 - d. one site-discretion stipend per season (3)
 - c. Preschool teachers now eligible for degree stipends (retroactive to July 2021)
 - d. Bilingual stipend now renegotiated to apply to employees who are bilingual, including ASL (resolves an outstanding grievance)
 - e. Degree stipends and preschool longevity stipends now to be percentages of stipend base
 - f. Limit on years of teaching experience transferable into the District changed from 16 to 24, effective for new hires and also for existing unit members upon salary placement review indicating additional creditable previous years’ experience beyond the initial 16.
 - g. Salary increases: For the 2020-21 school year onward, all salary schedules will be increased by two percent (2%) retroactive to July 1, 2020 above the current levels created by 18.2.14. For the 2021-22 school year onward, all salary schedules will then also be increased by four percent (4%) retroactive to July 1, 2021.

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

Exclusions:

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

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

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

- Article 2. Class Size
- Article 6. Teaching Hours
- Article 7. Leaves
- Article 10. Part-Time Employment/Early Retirement
- Article 18. Wages
- Article 26. PAR
- Article 27. Waivers (and related updated appendix forms)

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

Date: _____

For STA:

 05 / 24 / 2022

Felice Bryson-Perez, STA President

 05 / 24 / 2022

Erica Richard, STA Barg Chair

 05 / 24 / 2022

Justin McGehee, STA Vice Barg Chair

 05 / 25 / 2022


Laurie Crawford, STA Negotiator

 05 / 24 / 2022

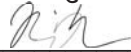
Jeffery Holman, STA Negotiator

 05 / 24 / 2022

Robin Hardin, STA Negotiator

 05 / 24 / 2022

Aaron Ferguson, STA Negotiator

 05 / 25 / 2022

Regina Fernandes, STA Negotiator

For the District:

 05 / 24 / 2022

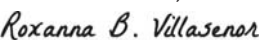
John Ramirez Jr., Superintendent

 05 / 24 / 2022

Nancy Lane, Asst. Supt. H.R.

 05 / 25 / 2022

Marcus Battle, CBO

 05 / 25 / 2022

Roxanna Villasenor, Asst. Supt. Ed Serv.

 05 / 25 / 2022

Joshua Thom, Ed Serv. Pgrm Dir.

 05 / 25 / 2022

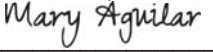
Debra Keller, Dir. ECE

 05 / 25 / 2022

Vincent Hernandez, Exec Dir. Spec Ed/Selpa

 05 / 25 / 2022

Tara Kosel, Dir. Comp Health Serv.

 05 / 25 / 2022

Mary Aguilar, Personnel Analyst

- Proposed additions/rewordings underlined in blue.
- Proposed removals ~~struck through in red~~.

2. CLASS SIZE

2.1 Application

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

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

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

2.3 Averages and Maximums

The Local Control Funding Formula (“LCFF”) establishes Class Size Grade Span Adjustment (“GSA”). Pursuant to the LCFF, the parties agree to establish a collectively bargained alternative class size ratio. Accordingly, for the 2013-2014, and 2014-2015 school years only, class sizes in kindergarten (including Transitional Kindergarten) and grades one (1) through three (3) will be adjusted as follows:

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

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

For the 2015-2016 school year only, school sites shall maintain the negotiated maximum to a student-teacher ratio in Kindergarten of 24:1 and shall decrease the student-teacher ratio in grades one (1) through three (3) by one (1) student to 31:1.

For the 2016-2017 school year only, school sites shall maintain the negotiated maximum to a student-teacher ratio in Kindergarten of 24:1 and shall decrease the student-teacher ratio in grades one (1) through three (3) by two (2) students to 29:1.

	2013-2014	2014-2015	2015-2016	2016-2017
Kindergarten	20	24	24	24
1st	32	32	31	29
2nd	32	32	31	29
3rd	32	32	31	29

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Article 2 (Class Size)

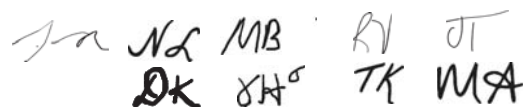
The intent of the parties is that this agreement addresses any and all obligations of the parties to have a collectively bargained alternative ratio. The parties' agreement on these issues is required to preserve the additional Class Size Reduction adjustment grant, as currently in the LCFF provisions, including Education Code section 42238.02. SUSD and STA agree to continue to work together for the purpose of reducing class size with the goal of making progress towards the GSA established by LCFF. To assist with obtaining this goal, the District and STA agree to establish a GSA committee with equal numbers of members from STA and the District. The committee will be composed of two individuals selected by STA and two individuals selected by the District. The committee will look at District programs and departments to make recommendations to the District and STA bargaining teams regarding where repurposing could assist the District to achieve the target class sizes established by LCFF.

<u>Maximum</u>	<u>Maximum Class Size</u>
<u>Elementary</u>	
Kindergarten	32 (See chart above through 2016-2017)
Primary Grades 1, 2, 3	32 (See chart above through 2016-2017)
Intermediate Grades 4, 5, 6	33
<u>Secondary</u>	
Middle School Grades 7, 8 General*	35
Middle School Grades 7, 8 P.E.	47
JROTC	47
English	32
Social Studies	32
Math	32
Science	32
Foreign Language	32
Reading	28
Business	32
Drafting	32
Voc. Shop	35
Music (except performance)	32
Art	32
P.E.	47
Hygiene	32

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

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





2.4 Payment for Exceeding Limits (Overages)

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

- 2.4.1 At the beginning of the school year, the District will have thirteen (13) instructional days to make adjustments without paying any overage payments. Beginning with the fourteenth (14th) day, overages will be paid to the instructor retroactive to the first day of the overage.
- 2.4.2 At the beginning of any other semester, at the high school level, the District has ten (10) instructional days to make adjustments without paying any overage payments. Beginning on the eleventh (11th) day, overages will be paid to the instructor retroactive to the first day of the overage.
- 2.4.3 At any other times of the year, overage payments will begin on the eighth (8th) instructional day of the overage, retroactive to the first day of the overage.
- 2.4.4 High School teachers, ~~including but not limited to those working a block schedule,~~ will be paid the correct proportional rate of 3.5% of the teacher's per diem rate, per student, per day for overages. This rate shall not change based on the length of the class periods, but strictly on a basis of per-student-rostered to the teacher. Overages shall be determined according to course scheduling as follows:
 - For schedules that use single all-year-long rostering (whether traditional or using minutes-banking such as a whole-year block schedule): All students rostered to the teacher are counted each instructional day regardless of which days of the week each class period occurs.
 - For multiple-term rostering schedules (e.g., 4x4 with separate courses for fall and spring, or an interlaced AB 4x4 alternating all year in which teachers have two preparation periods): Overages per instructional day only incorporate students rostered to courses scheduled for that day.

2.5 Special Education - Individuals with Exceptional Needs

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

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

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

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Article 2 (Class Size)

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

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

2.6 RSP Caseloads

2.6.1 Caseload Limits

Maximum caseload for an RSP teacher will be 27 eligible students whenever the RSP teacher provides services solely at one site.

Whenever an RSP teacher is tasked with providing services at more than one site, their maximum caseload must instead be 26 eligible students.

2.6.2 Caseload Site Changes

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

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

2.6.3 Caseload Reduction Procedure

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

2.67 Within forty (40) instructional ~~calendar~~ days of ratification of the Agreement (unless this timeframe is mutually extended by the District and Association), the District and the Association agree to form a committee of six individuals, three appointed by each party, to jointly continue to explore contractual improvements to the implementation framework for special education services in the District solutions regarding 2.5, 2.4.4, and RSP caseloads, then make a presentation and recommendation to the bargaining teams for 2020-2021 2022-2023 Successor negotiations. The committee may meet either during the work day with District-paid release time, or on a District-paid hourly basis outside the teachers' contractual work day, or a combination of both. ~~Article 2 shall be reopened for 2020-2021 negotiations accordingly without counting toward either party's reopener allotment.~~

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6. TEACHING HOURS

- Proposed additions/rewordings are underlined in blue.
- Proposed removals are ~~struck through in red~~.
- Merely for simplicity, all non-modified sections of the article are not being listed here, and are understood as remaining unchanged by this proposal.

6.13 Meeting Schedule

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

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

6.13.3 Wednesday: Professional organizational meetings called by the Association.

6.13.4 Thursday: Collaboration Meetings

6.13.5 Friday: No District required meetings.

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

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

6.18 Calendar

6.18.5 PD (Professional Development) Day Offerings

The District shall survey all teachers (concurrently with the Association) in advance of PD calendar-day offerings being designated, accounting for input-patterns across teachers by subject areas, life levels, and other specializations. All such surveys must be designed jointly by the District and the Association, with all survey results made immediately available to both parties. Any District-collected unit member PD post-feedback must be anonymous and must likewise be shared with the Association upon its availability.

PD offerings shall acknowledge and reflect survey results, but need not be exclusively limited to survey findings. It is understood that State mandates, curricular changes, safety needs, and other identified needs may dictate additional PD offerings outside surveyed results.

6.18.6 Required Asynchronous Trainings

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

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

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

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

6.18.7 Bargaining of Instructional Year

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

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

6.19 Procedure When Substitute Is Not Available

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

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

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

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

a. Elementary and Intermediate ("class splitting")

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

At the intermediate level, ~~the same shall apply as with the elementary level above the site administrator or designee may select from a list of teacher volunteers on a voluntary basis to teach the additional students for the entire day. the current substitute daily rate of pay shall be split evenly between/among the teachers.~~ except when prep-period based coverage is used rather than class splitting (similar to a high school schedule) in which case the secondary subsection below shall apply.

b. Secondary (prep-period based substituting, whole-class)

At the secondary level, the site administrator or designee may select from a list of teacher volunteers to teach one (1) period only during his/her prep period. For traditional teaching

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assignments (i.e., six year-long periods of five classes and one preparation period). Each teacher who teaches one (1) period during the teacher's prep period shall be paid one fifth (1/5) of the current substitute daily rate of pay.

For non-traditional schedule assignments, this subsection's fractional per-diem rate shall be modified in proportion to the difference in schedule. E.g. in a 4x4 block schedule wherein teachers have a preparation period and three classes of around 90 minutes each, the pay rate for substitute coverage by a teacher is one third (1/3) of the pertinent substitute rate rather than one fifth (1/5). In such coverage, teacher/lesson preparation is considered the responsibility of the teacher of record, not of the teacher substituting.

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

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

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

d. Substitute Teachers During Prep

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

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

e. Non-Classroom Teachers

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

Namely:

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

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

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7. LEAVES

- Proposed additions/rewordings are underlined in blue.
- Proposed removals are ~~struck through in red~~.

7.1 Definitions

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

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

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

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

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

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

7.2 Class A Sick Leave

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

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

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

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

7.2.4 Regular part-time teachers shall accrue sick leave credit in proportion to the fractional equivalent of full-time in which they perform assigned duties, rounded to the nearest half-day increment.

7.2.5 Unused sick leave credit for any teacher who leaves the District prior to retirement or who retires from employment in the District shall be reported to the STRS (State Teachers' Retirement System) for the retirement benefit calculation pursuant to law.

7.2.6 Unused sick leave credit may be accumulated without limit and may be transferred to any other school district with a transferring teacher pursuant to law.

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- 7.2.7 For summer school sick leave, refer to ~~Section 13.6~~ [Article 13 \(Summer School\)](#).
- 7.2.8 Each teacher shall be entitled to utilize two (2) days of his/her sick leave allotment during each school year for discretionary leave. Discretionary leave may be utilized subject to fifteen (15) calendar days written notice [via procedural leave input or via written notice to his/her supervisor](#).

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

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

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

- 7.2.9 Substitute teachers reference ~~Article 25.5~~ [Article 22 \(Substitute Teachers\)](#) for applicable sick leave provisions.

7.3 Class B Absence Other Than Illness

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

7.4 Leave for Compelling Personal Reasons (CPR)

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

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

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

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

7.5 Extended Illness Leave

Absence occasioned by any cause included under Class A which may be granted by the District for a period not to exceed five (5) months in any one (1) school year. Such leave shall not be granted

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until all unused credits for sick leave have been exhausted. Teachers granted extended illness leave shall receive the regular salary granted less the per diem rate for substitutes.

7.6 Parental Leaves

7.6.1 Maternity Leave

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

7.6.2 Pregnancy Leave

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

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

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

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

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

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

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

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

7.6.2.9 Any teacher returning from Pregnancy Leave which began and ended in the same school year shall be treated as returning from a period of temporary disability and shall be returned to the same assignment. In the event of a reduction in staff at the teacher's assignment site, the procedures provided for in Article 17, Transfer and Assignment, shall apply.

7.6.2.10 Any teacher returning from Pregnancy Leave at any other time shall be offered the same assignment which would have been offered had no such leave been taken, in accordance with procedures provided in Article 17, Transfer and Assignment. The assignment/slot the teacher left when she took her leave shall be reserved for her. The Human Resources Office shall continue to identify and hold that slot by recording any shifts in enrollment, etc. All such shifts shall be consistent with Article 17, Transfer and Assignment.

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

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7.6.3 Child-Rearing Leave

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

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

7.6.4 Adoption and Bonding Leave

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

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

7.7 Industrial Accident and Illness Leave

Section 44984 of the Education Code is supplemented as follows:

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

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

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

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

7.7.5 A teacher using this leave shall return to his/her same position.

7.8 Bereavement Leave

The Superintendent or designee shall grant a paid leave of absence to a teacher in the event of the death of a member of the immediate family or the teacher's household as defined herein. Three (3) days of such leave will be granted when travel does not exceed 250 miles one way or five (5) days if travel exceeds 250 miles one way. This leave shall not be deducted from sick leave.

~~Subject to the availability of substitutes to cover the existing duties,~~ the District will also provide bereavement leave during the work day for teachers to attend a memorial service or funeral for a deceased staff member or for that of a student who had been enrolled with the staff member in the current term. This leave shall extend for the time necessary to attend such service in the local area ~~and shall be subject to the availability of substitutes to cover the existing duties.~~

The District reserves the right to request documentation for all bereavement leave.

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Members experiencing bereavement regarding family not explicitly considered "Immediate Family" per 7.1.1 are permitted to use Compelling Personal Reasons leave, as bereavement for non-immediate family qualifies as a compelling personal reason.

7.9 Jury Leave

A teacher called as a trial juror shall be given release time to fulfill the duties of jury service for the number of days certified by the jury commissioner. During such period, the teacher's daily rate of earnings shall be reduced by the fee collected for such service except mileage.

7.10 Emergency Leave

The Superintendent or designee may authorize leave up to two (2) working days when a member of the teacher's immediate household or immediate family as defined herein who suffers an accident, sudden illness or injury, is hospitalized or delivered to a physician's office or treatment facility or when the identified person is in need of such emergency treatment. The circumstances of the emergency must be verified in writing to the Superintendent or designee within 72 hours after the return of the teacher to regular duties. Days of leave taken under this section shall be deducted from the entitlement of sick leave at the rate of one-half day per day of emergency leave. A total of four (4) emergency leave days per school year may be authorized.

7.11 Legislative Leave

A teacher who is elected to a local, state or national office shall be entitled to an unpaid leave of absence for the length of his/her term or terms of office.

7.11.1 The teacher on such leave shall notify the District of his/her intended return at least three (3) months in advance.

7.11.2 The teacher on such leave shall be entitled to return to his/her same position at the end of the leave, but shall not be entitled to any of the other benefits accorded by Section 7.17.

7.12 In-Service Leave

Teachers may be granted one (1) day or less paid leave for each school year for the purpose of (a) visiting another school or department within the District or in another district for professional improvement, or (b) attending a conference at the teacher's own expense, which has been approved by the Associate Superintendent of Educational Services. In any instance, advance approval must be given. The teacher shall apply for such approval to the principal.

7.13 Military Leave

7.13.1 A teacher who is inducted, enlists, enters, or is otherwise ordered or called into active duty as a member of the armed forces of the United States, shall be granted a military leave of absence.

7.13.2 Any teacher who is a member of the reserve corps of the armed forces or of the National Guard or the Naval Militia shall be entitled to a temporary leave of absence while engaged in military duty ordered for purposes of military training, drills, encampment, naval cruises, special exercises, or like activity, providing that the period of duty does not exceed 180 calendar days including the time involved in going to and returning from such duty.

7.13.3 Upon return from military service to District service, a teacher shall be entitled to all the rights and privileges which he/she would have enjoyed if he/she had not been absent.

7.13.4 Any teacher recalled by the military while employed shall continue advancement on the salary schedule in the same manner as though he/she were teaching, however, unit requirements must be met for the next step.

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7.13.5 A teacher who is called into active military duty or who is on a temporary military leave of absence, and who has been in the service of the District for a period of not less than one year immediately prior to the date on which the absence begins, shall be entitled to receive one-tenth of his/her annual salary. The school district shall pay him/her this amount immediately upon receipt of verified information which indicates that the teacher is actually in military service and has been so for at least thirty (30) days. No more than one (1) payment shall be allowed for this leave during any one (1) fiscal year.

7.14 Association Leave

7.14.1 Association President's Leave

7.14.1.1 Upon request of the Association, the Association President shall be granted a leave of absence during his/her term of office to conduct business pertinent to Association affairs.

7.14.1.2 ~~For the 1994/95 school year, the Association president shall be paid his/her salary and fringe benefits by the District; and the Association shall reimburse the District for one-half (1/2) of the Association President's salary, related costs, and fringe benefit expenses.~~

~~7.14.1.3 Commencing with the 1995/96 school year and thereafter, t~~ The Association President shall be paid his/her full salary and fringe benefits by the District; and the Association shall reimburse the District for the full salary, related costs, and fringe benefit expenses.

7.14.1.4³ Upon termination of an Association leave, the Association President shall maintain placement at the worksite worked at immediately prior to the transition to being fully released as president ~~return to the same work site and position which he/she had immediately preceding commencement of the leave, contingent upon the~~ before any provisions of Article 17; (Transfer and Assignment) take effect, such as Rebalancing provisions. In anticipation of this release terminating, the Association President retains access to all forms of voluntary transfer listed in Article 17.

7.14.2 Other Association Leave

The District shall grant Association leave to teachers designated by the Association President to attend to lawful business pertinent to Association affairs. Such leave shall be limited to a maximum of ten (10) days for any individual unit member each school year; however, additional days shall be granted for unit members to attend state or national conferences. The Association shall request such leave by advance written notice to the Assistant Superintendent of Human Resources.

The Association shall pay the District the amount of the daily substitute rate for each day of leave taken in accordance with this section.

7.15 Sabbatical Leaves

Leaves during any semester shall be limited to 1% of the teachers in the unit. If the number of eligible applicants does not exceed 1% each of the applicants may be granted a sabbatical leave so long as the purpose of such leave is to pursue a program of study, research, or travel which may be of benefit to the schools as determined by the District. If the number of eligible applicants exceeds the 1% maximum, selection may be made on the basis of District-wide seniority, subject only to the same purpose-of-program restriction referred to above.

7.15.1 The District shall pay to a teacher on sabbatical leave fifty (50%) percent of his/her full salary. There shall be no reduction in fringe benefits during the term of a teacher's sabbatical leave.

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7.15.2 A teacher who is to go on sabbatical leave and the District shall develop a payment schedule which is mutually acceptable to both parties at least thirty (30) days before the sabbatical leave is scheduled to commence.

7.15.3 The District shall provide the Association with sabbatical leave application forms within thirty (30) days of the Agreement.

7.15.4 While on sabbatical leave a teacher shall be eligible for all leaves of absence enumerated in this Article.

7.15.5 Sabbatical Leave-Application Process

7.15.5.1 Any teacher 62 years of age or under, who has satisfactorily completed seven (7) consecutive years of teaching and/or administrative service in the District, four (4) of which must have been as a tenured teacher, may apply for sabbatical leave. No more than one (1) full year of sabbatical leave shall be granted any teacher during a seven (7) year period of employment.

7.15.5.2 A complete, formal application form for a sabbatical leave, including the plan for study and/or travel, must be filed with the Human Resources Office before November 1 of the year preceding the school year for which the leave is requested (Applications received after the November 1 deadline will be given consideration only if there are available slots after those applications received prior to the November deadline have been processed).

7.15.5.3 An applicant will be notified of the receipt of his/her sabbatical leave application within ten (10) days.

7.15.5.4 Applications will be submitted to the District at its first public meeting in January.

7.15.5.5 Applicants will be notified of approval or disapproval of the applications not later than February 1.

7.15.5.6 Acceptance of the sabbatical leave must be made in writing by February 10.

7.15.5.7 Alternates will be designated. Alternates will be notified in designated order, according to the provisions of the policy, if any sabbatical leaves are not accepted.

7.15.5.8 If an accepted applicant wishes to become an alternate, the first alternate will be given the sabbatical leave and the accepted applicant will be placed on the alternate list.

7.15.5.9 The teacher must agree to return to service in the District for a two (2) year period after the completion of the sabbatical leave.

7.15.5.10 Placement in the same school and position upon return from sabbatical leave shall be guaranteed in writing, contingent upon the provisions of the Transfer Policy.

7.15.6 Indemnity Bond

If the teacher chooses to be paid during the time he/she is on leave, he/she shall post a suitable bond, before beginning sabbatical leave, indemnifying the District for any salary paid him/her during the period of sabbatical leave in the event he/she fails to complete his/her proposed program of study and/or travel or fails to return to the District to teach for at least two (2) years immediately following his/her sabbatical leave.

Failure of a teacher to return to teach in the District for at least two (2) years immediately following his/her sabbatical leave or failure to complete satisfactorily his/her scheduled program of study and/or travel shall not result in forfeiture of his/her bond, provided such

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failure is due to his/her death or physical or mental disability certified by a licensed physician.

7.15.7 Report of Leave

A written report must be submitted to the Superintendent within sixty (60) days after the teacher returns. This report should contain the names of the areas visited, the courses completed, the material such as slides, pictures, or other things which could be exhibited, and other contributions he/she can make to the District as a result of his/her leave.

7.15.8 Short-Term Sabbatical Leaves

In addition, the District may grant short-term sabbatical leaves.

7.15.8.1 Such leaves will be for the same purposes as listed above.

7.15.8.2 A total of twenty (20) weeks during the school year will be provided.

7.15.8.3 A teacher granted a short-term sabbatical leave shall receive fifty (50) percent of his/her scheduled salary for this period.

7.15.8.4 No individual leave shall be granted for less than two weeks (2) nor more than four (4) weeks.

7.15.8.5 A teacher must have completed seven (7) consecutive years of full-time service in the District before becoming eligible for a short-term sabbatical. No more than one (1) short-term sabbatical shall be granted a teacher during a seven (7) year period.

7.15.8.6 This will not preclude a teacher from participating in the full-year sabbatical leave program described in 7.15.1 through 7.15.7.

7.16 Other Leaves

7.16.1 Upon request of the teacher, the District may grant a paid or unpaid leave of absence to any teacher for a purpose other than those listed above. This leave is granted on a year-to-year basis, not to extend beyond three (3) years, except in cases of leave for educational renewal which may be extended to five (5) years. The District shall annually request in writing that teachers on leave declare their intent to return. This request may be made as early as January 1 of each year. Unit members must respond within forty (40) calendar days of the written notice from the District.

7.16.2 A teacher shall be entitled to leave to serve as a witness under subpoena other than as a litigant and not brought through the connivance or misconduct of the unit member.

7.16.3 A teacher shall be entitled to one (1) day of paid leave to care for his/her dependent(s).

7.17 Catastrophic Leave Program

Using days contributed to the Catastrophic Leave Bank ("CLB") from enrollment as outlined in 7.17.7, 7.17.8, and/or previous enrollment contributions, a catastrophic leave program shall provide additional sick leave benefits for enrolled members as follows:

7.17.1 A teacher who is entitled to paid sick leave and who is experiencing catastrophic illness or injury is entitled to the benefits of this program if the teacher has exhausted all of his/her sick leave.

7.17.1.1 The teacher must provide verification of catastrophic illness or injury in a manner acceptable to the District and must request the leave in writing.

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7.17.1.2 The teacher must have previously become a member of the Catastrophic Leave Program pursuant to Section 7.17.5.

7.17.1.3 The benefits of this program are limited to one (1) occurrence per fiscal year.

7.17.2 "Catastrophic illness" or injury means an illness or injury that is expected to incapacitate the teacher or a household member (as defined in 7.1.2) for whom the teacher is the caretaker for an extended period of time, and the taking of extended time off work creates a financial hardship for the teacher because he/she has exhausted all sick leave.

7.17.3 "Eligible leave" credits means sick leave accrued to the donating employee.

7.17.4 In order to be eligible for this program, the teacher must be eligible for benefits under the salary protection insurance policy. The maximum allocation from the Catastrophic Leave Bank shall be no more than the difference between the number of personal sick leave credits the employee has accumulated at the beginning of the absence, and the thirty (30) calendar days' waiting period for the income protection plan benefits to commence.

7.17.5 A teacher may become a member of the Catastrophic Leave Program, and thereby become eligible for receipt of benefits under the program, by filing with the Human Resources Office an irrevocable donation of one (1) sick leave credit per school year unless the assessment is suspended pursuant to Section 7.17.6. All donations must be in full-day increments and are non-refundable. Donations beyond one (1) day per fiscal year must be approved by the District.

7.17.6 A committee comprised of three (3) representatives from the Association shall be established. The committee shall meet with a representative from the Human Resources Office to review and approve all applications for leaves to be charged to the Catastrophic Leave Bank. Each year, this committee has the authority to determine that an assessment for that year is unnecessary. The committee shall make such determination and notify the District not later than July 1st of each school year if the deduction of one day (1) sick leave credit is to be suspended for that year.

If this committee (or the Association in lieu) do not stipulate such suspension and the CLB currently has less than 500 days banked, deductions shall continue for CLB enrollees.

7.17.7 Commencing with the 2021 calendar year:

7.17.7.1 An annual enrollment period shall be announced to be made available during the full month of May. The effective starting date of coverage for any enrollee shall be July 31 of the calendar year following the calendar year when the member enrolled.

(Intent: a member enrolling in May experiences a deduction a few months later, but is not eligible for CLB usage yet. The following year, upon making a second CLB day donation, the member becomes eligible.)

7.17.7.2 By June 30 of each year, the District shall provide the Association a report containing the most recent fiscal year of CLB numbers regarding enrollment, transactions, and balances. This shall include beginning and ending balances of days, the number of days donated, and total usage over the year, and include copies of previous years as requested.

7.17.8 Newly hired teachers shall have thirty (30) calendar days from the date of employment to enroll in the Catastrophic Leave Program and the effective date of coverage shall be first day of the month following enrollment. Newly hired teachers who enroll during the spring semester shall be exempt from assessment for the following school year.

7.17.9 To discontinue membership in the Catastrophic Leave Program, the member must provide written notice of the intent to withdraw during the period of June 15 to June 30 of each fiscal year, to be effective for the following fiscal year.

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7.18 Miscellaneous

- 7.18.1 Absence for any purpose not enumerated shall be deemed to be an unauthorized leave. No teacher shall receive compensation for unauthorized leave.
- 7.18.2 A teacher's notification to the District that (s)he intends to resign shall remain revocable until such time as the District officially takes action on such notification.
- 7.18.3 Deductions from the pay of teachers for substitutes shall be made at the rate of pay actually paid to the substitute.
- 7.18.4 Prior to a teacher being docked pay for any reason, the District shall conduct an audit of the teacher's leave entitlement and inform the teacher of his/her entitlement and the proposed docking.

7.19 Family Care and Medical Leave

Any employee who has more than 12 months' service with the District, and who has provided at least 1,250 hours of service during the preceding twelve (12) month period is eligible for family care leave.

When members have concerns regarding the above qualifications, those concerns are eligible to be addressed during regularly held meetings between Human Resources and the Association. This includes members seeking to verify compliance with AR 4161.8/4261.8/4361.8.

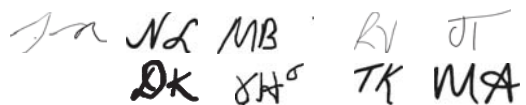
The District may deny family care leave to a salaried employee who is among the highest-paid ten percent of district employees where the refusal is necessary because restoration of the employee to his or her position following the leave will result in substantial and grievous economic injury to the operations of the District. Prior to the leave, such an employee will be notified of his or her status as a key employee and the District's determination that it will refuse to reinstate the employee after the leave due to the above-described substantial and grievous economic injury which will result to the District.

If both parents of a child work for the District, each parent may take up to 12 weeks of family care and medical leave related to the birth or placement of the child. (see Board Policy AR 4161.8/4261.8/4361.8 for additional information).

7.20 Half-Day Leave

Whenever a half-day of leave is taken, the teacher's remaining half-day work hours commitment shall mirror the half-day calculation outlined for substitute teacher coverage in 22.4.1, with 50% of the day referring to 50% of the teacher's actual contract-day minutes.





10. PART-TIME EMPLOYMENT/EARLY RETIREMENT

- Proposed additions/rewordings are underlined in blue.
- Proposed removals are ~~struck through in red~~.

10.1 Part-time Employment

10.1.1 ~~Upon mutual agreement between the parties, t~~ The District shall provide a voluntary part-time employment plan for teachers between the ages of 55 and ~~65, 70~~ in accordance with the provisions of Education Code Section 44922. ~~10.1.2~~ A teacher may therefore not participate in part-time employment under this section before age 55, nor after age ~~65~~ 70. Teachers in the program who reach age ~~65~~ 70 during the school year may continue through the remainder of the school year.

~~10.1.3~~

10.1.2 Part-time teachers shall perform ~~such~~ services ~~which shall be~~ mutually agreed upon by the parties ~~and~~ which meet the needs of the District.

10.2 Early Retirement Options

The District shall provide a voluntary Early Retirement Plan for teachers between the ages of 55 and ~~65~~ 70.

10.2.1 To be eligible for consideration for the Early Retirement Plan, the teacher must:

- have a minimum of ten (10) years of continuous service in the District in a position requiring certification (see Ed Code 44922);
- be between the ages of 55 and ~~65~~ 70;
- have proposed the contract retirement voluntarily.

10.2.2 The retiree shall be provided opportunity to serve ~~forty five (45) days for no more than~~ 270 hours per school year as a Retired Consultant, compensated per the Retired Consultant's hourly rate indicated in Article 18 (Wages) and ~~receive~~ receiving the same salary percentage increase as regular teachers. ~~Retirees serving the full 45 days shall receive \$13,495 with prorated increments for total time less than 45 days. This figure~~ number of hours might have to be reduced to ensure the retiree's income shall not exceed the STRS (State Teachers' Retirement System) maximum allowable earnings. ~~The schedule of payment shall be as requested by the retiree within the constraints of the law. Payment shall be made upon completion of services, as indicated on the appropriate time sheet and submitted to payroll.~~

This position is only considered "seasonal" in the sense that it is characterized by full-time shifts/days and sometimes full-time weeks, but only for limited portions of the year rather than the full year.

Subject to the sole initiative of the District, the District and Association may at any time mutually approve any Retired Consultant for additional hours beyond the annual limit above. Hours approved must still be limited such that the Retired Consultant's income would not exceed the STRS maximum allowable earnings, and it remains the member's responsibility to verify their earnings and limits with CalSTRS beforehand and throughout the process. Neither party is under obligation to approve or to initiate.

10.2.3 The retiree shall perform ~~such~~ services ~~which shall be~~ mutually agreed upon by the parties ~~and~~ which meet the needs of the District.

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Article 10 (Part Time Employment / Early Retirement)

10.2.4 The District shall provide not fewer than forty-two (42) slots (positions). Teachers entering this program will be provided the option of serving for two (2) years. When slots are vacant, the Education Code and STRS allow, and there is District approval, retirees who have served a minimum of two (2) years may be granted additional yearly contracts.

10.2.5 Working Hours for 45-Day Retirees

Hours for ~~45-day retirees who are~~ a Retired Consultant working at a school site shall be the same as teachers' at that school site. ~~45-day retiree~~ Any travel time from one site to another site, ~~the travel time~~ shall be counted as part of ~~his/her~~ their work day.

~~Forty five day retirees who w~~ Such work in the District offices, ~~Instructional Media Center~~, Special Education Office, or other support services buildings will ~~be~~ have the same work hours as that of the staffs in those particular buildings. Non-site hours ~~for 45-day retirees~~ will be eight (8) hours per day inclusive of lunch.

10.2.6 ~~Forty five day~~ Retirees wishing who wish to modify the daily work schedule must submit a request in writing and obtain approval from the Assistant Superintendent of Human Resources or designee. A single final shortened shift (to arrive precisely at the annual limit of hours) shall be automatically considered valid and approved.

10.3 Accumulated Sick Leave

At the teacher's election, the teacher shall be granted retirement credit for accumulated sick leave. The formula for additional retirement credit shall be:

Number of days of accumulated sick leave divided by the number of days in the school year.

The proportionate yearly increase shall be credited to the teacher's retirement.

10.4 Retirement Notice Incentive

For those teachers who, prior to February 1, make a definite and irrevocable commitment of their intent to retire, the District shall, based on the request of the teacher, pay for up to fifteen (15) days of accumulated sick leave using the daily rate of the teacher for payment.

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- Proposed removals are ~~struck through in red~~.
- Merely for simplicity, all non-modified sections of the article are not being listed here, and are understood as remaining unchanged by this proposal.

18. WAGES

18.1 Salary Schedules

18.1.5 Attraction/Retention Supplemental Plan for 2021-2022 and 2022-2023 to Augment Total Compensation

- a. Up to \$5,000 tuition reimbursement to the following:

<u>Teachers College of San Joaquin</u>	<u>University of the Pacific</u>	<u>Sacramento State</u>
<u>Humphreys (Multiple and ECE only)</u>	<u>Western Governors</u>	<u>Stanislaus State</u>
<u>University of San Diego (BCLAD)</u>	<u>National University</u>	<u>CSU East Bay</u>
<u>Loyola Marymount University</u>	<u>UMASS (Brandman)</u>	<u>Alliant</u>
<u>Grand Canyon University</u>	<u>University of Phoenix</u>	

- b. Substitute teacher signing bonus: \$1,000 paid after 30th working day (must work 30 days of first 90 days of hire)
- c. Teacher signing bonus for new hires:
- Newly-hired teachers for Math, Science, and Special Ed (by position as well as by credentialing qualification): paid a total of \$7,000 (\$2,500 mid-year check; \$4,500 upon completion of the school year)
 - All other newly-hired teachers besides Math, Science, and Special Ed: paid a total of \$5,000 (\$2,000 mid-year check; \$3,000 upon completion of the school year)

18.2.15 For the 2020-21 school year onward, all salary schedules will be increased by two percent (2%) retroactive to July 1, 2020 above the current levels created by 18.2.14.

Above these increased levels, for the 2021-22 school year onward, all salary schedules will then also be increased by four percent (4%) retroactive to July 1, 2021.

The above retroactive increases to the salary schedule are to include: retired consultants, the teacher hourly salary schedule, preschool teachers, long term substitutes, daily substitutes, the PAR stipend, those percentage stipends paid off the stipend base salary (including Master's/Doctorate degree and preschool longevity stipends), and extra pay for department chairpersons.

Exclusions:

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- Employees who resigned with an effective date prior to the last instructional day of 2021-2022 (May 26, 2022) are not eligible for the 2021-2022 salary increase (4%).
- Employees who resigned with an effective date prior to the last instructional day of 2020-2021 (May 27, 2021) are not eligible for the 2020-2021 salary increase (2%).
- Retirees shall not be excluded.

Retroactive payments per this section shall be paid no later than the November 2022 pay cycle.

18.4.5 Effective ~~January 1, 2001~~ upon ratification by the Association and approval by the Stockton Unified School Board, teachers employed with outside experience shall be given year for year credit up to the maximum possible of 24 steps on the adopted salary schedule ~~up to sixteen (16) years.~~

- a. For initial implementation, the District will notify all employees no later than July 31, 2022 of the option to request salary placement review.

The District will implement new step credit placement in the following sequence:

1. New hires
2. Existing employees who request salary placement review by November 1, 2022
3. Existing employees who request salary placement review after November 1, 2022 but no later than November 1, 2023.

Upon completion of a salary placement review, current employees will have their pay warrant adjusted beginning no later than fiscal year 2023, with new placement retroactively compensated to the effective date above.

- b. After November 1 of the 2023-2024 school year, any salary placement review per this section will not be retroactive to previous years, and salary placement review must be requested by November 1 of any school year to be eligible for change in placement for that school year.

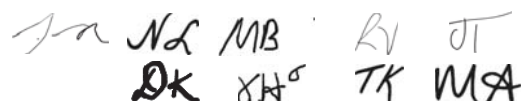
18.16 Additional Salary Schedules

18.16.3 Extra Duty Pay for Athletic Coaches and Other Assignments

- a. The pay for coaching is to be based on the percentage of the Stipend Base Salary (identical to Class 1A of the Teacher's Salary Schedule).
- b. There shall be no additional pay for preschool or vocational coaching.
- c. Any athletics coaching stipend, with its accompanying duties, may be split between two coaches sharing a single position. However, it may only be split equally, and only a maximum of once at a time. (i.e., One stipend with its duties may be split equally among two individuals, but not among three, and also not unequally between two.)

For the 2022-2023 and 2023-2024 school years only, the athletics increment stipends schedule shall add the following stipends (after which it shall revert to its 2021-2022 format unless negotiated otherwise), such that each comprehensive high school will have 18 additional assistant coach positions as follows: (Level 2)





V Baseball (2)	V Softball (2)	V boys basketball	V girls basketball
V boys soccer	V girls soccer	V boys track	V girls track
<u>V boys tennis</u>	<u>V girls tennis</u>	V boys volleyball	V girls volleyball
V cheer	site discretion (fall)	site discretion (winter)	site discretion (spring)

Additionally for the same period, Athletic Director (Level 1) would increase from a single annual stipend to 3 stipends per year by season (fall, winter, spring)

18.16.2 Stipend Base Salary Anchors

- a. Effective and retroactive to July 1, 2019, the Stipend Base Salary shall refer to Class 1A ("non-credentialed") of the Salary Schedule. Thus, whenever Class 1A of the Salary Schedule changes, the Stipend Base Salary upon which increment codes are based shall be synonymous and equal to the new Class 1A amount of the Salary Schedule.
- b. Effective and retroactive to July 1, 2021 preschool teacher percentage stipends shall use a Preschool Stipend Base Salary, which shall refer to Column I, Step 3 of the Preschool 8 hour per day schedule. Thus, whenever I-3 of the Preschool 8 hour per day schedule changes, the Preschool Stipend Base Salary upon which preschool teacher percentage stipends are based shall be synonymous and equal to the new I-3 amount of the Preschool 8 hour per day schedule.

18.16.4.1 Degree Stipends

- a. Master's Degree (in Class C, D, E and F only): 3.3% of the Stipend Base. ~~\$1456.~~
- b. Doctorate Degree: 6.6% of the Stipend Base
- c. Official transcripts verifying degree conferral must be submitted to Human Resources by November 1 to receive the stipend for the current school year. Teacher fulfillment of all degree requirements must have been completed prior ~~Degree must have been conferred~~ to the first day of the employee's work year. It is the responsibility of the teacher to obtain transcripts on or before this deadline. Transcripts received after this deadline shall not be considered for stipend issuance until the succeeding school year.

18.16.4.2 Effective and retroactive to July 1, 2021 preschool teachers shall receive Master's and Doctorate stipends using the percentages of 18.16.4.1 applied to the Preschool Stipend Base Salary (18.16.2.b).

~~Earned Ed.D. and Ph.D. Degree: \$2912. Official transcripts verifying degree conferral must be submitted to Human Resources by November 1 to receive the stipend for the current school year. Degree must have been conferred prior to the first day of the employee's work year. It is the responsibility of the teacher to obtain transcripts on or before this deadline. Transcripts received after this deadline shall not be considered for stipend issuance until the succeeding school year.~~

18.16.4.6 Bilingual Stipend

~~Teachers assigned to bilingual classes and possess a current California Bilingual Cross Cultural Credential, a Bilingual Certificate of Competence or a Language Development Specialist Certificate; and~~ Unit members shall receive a stipend equal to 2.5% of the

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Stipend Base Salary who qualify as functionally bilingual in any language in addition to English (including ASL) as determined by at least one of the following:

- certificate of biliteracy; or
- bachelor's degree or greater in the language; or
- any certification that would qualify the teacher as a translator/interpreter; or
- any mutually approved language proficiency verification/testing or other verification mutually agreeable to the District and Association.

Any member applying and qualifying for the bilingual stipend agrees to be included in an internal-eyes-only District list of "voluntary language-support" personnel. While inclusion on this list does not itself obligate any member to provide language-related assistance, it is the intent that broad transparency among District employees can naturally lead to meaningful interdependence in connecting with students and families.

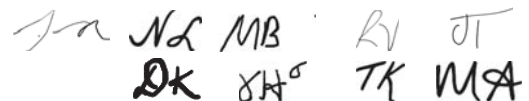
18.19 PreK (Preschool) Longevity Stipend

Teacher Time in District (consecutive)	Longevity Stipend
Zero to four (0-4) full years	N/A
Five to nine (5-9) full years	<u>1% of the Preschool Stipend Base (18.16.2.b)</u>
Ten to nineteen (10-19) full years	<u>2% of the Preschool Stipend Base</u>
Twenty (20) full years or more	<u>3% of the Preschool Stipend Base</u>

18.20 Retired Consultant Hourly Rate

The hourly rate for retired consultants is recognized as having been \$50.98 in 2020-2021. [Note: This number includes the 2% retroactive increase applied near the end of last year as part of the 2019-2020 agreement, but not the new increases from this agreement.] It is understood that the increases applied by this agreement result in a new rate of \$54.08 from 2021-2022 onward.





26. PEER ASSISTANCE AND REVIEW (PAR)

- Proposed additions/rewordings are underlined in blue.
- Proposed removals are ~~struck through in red~~.
- Merely for simplicity, all non-modified sections of the article are not being listed here, and are understood as remaining unchanged by this proposal.

26.8 PAR activity/language (26.1 through 26.7 and references to PAR elsewhere in the Agreement) is suspended through June 30, 2023~~for 2020-2021 only~~.

a. Until otherwise negotiated, any teacher who most recently received an Unsatisfactory final evaluation, shall, for the following year:

- ~~...if currently~~ referred to PAR is to be followed up with in ~~2021-2022~~ 2023-2024.
- ~~During 2021,~~ ...evaluation-related support for teachers who most recently received a final evaluation of Unsatisfactory shall be parallel to that of teachers who received Needs Improvement.
- ...shall not be reassigned any evaluator who has previously evaluated the teacher as Unsatisfactory.
- ... shall be allocated a "site mentor" (paralleling existing practice; similar but not identical to an induction support provider and not necessarily from the teacher's site). The District shall make every effort to pair appropriately experienced mentors for the teacher's context (e.g. life level, subject, SPED, etc.). Selection and compensation shall parallel existing practice for site mentors.

b. For anyone appointed to the PAR panel, 2020-2021, 2021-2022, and 2022-2023 each shall not be considered a year of their term.

c. The District and the Association agree to form/maintain a committee of six individuals, three appointed by each party, to jointly continue crafting, modifying and/or developing a program to address the resources and supports needed by PAR candidates ~~the District's PAR solution~~, and make a presentation with and ~~and~~ recommendations to the bargaining teams for ~~2020-2021~~ 2022-2025 Successor negotiations. The committee may meet during the work day with District-paid release time, on a District-paid hourly basis outside the teachers' work day, or both. ~~Article 25 shall be reopened for 2020-2021 negotiations accordingly without counting toward either party's reopener allotment.~~

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27. CONTRACT WAIVER

- Proposed additions/rewordings are underlined in blue.
- Proposed removals are ~~struck through in red~~.

27.1 Purpose and Guidance

27.1.1 Purpose

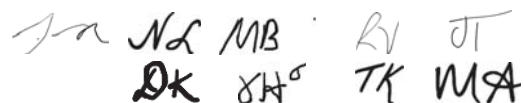
The purpose of the site-based decision making contract waiver is to provide an opportunity for school employees (management, certificated and classified) and the school community to jointly shape decisions regarding governance, curriculum and organization at the school level in order to improve the teaching-learning process. Proposals originating from this problem solving process can range from one that is limited in scope and affects a small segment of the school to one that is broad enough to affect the entire school. Proposals that make changes that previously would have been discretionary to the school and within the authority of the principal need not be subjected to this process. The purpose of this process is to set forth the steps that originators of educational change proposals based upon concepts of participatory management must take to get approval for the change.

27.1.2 Guidance (Chronological Overview)

This subsection illustrates the intended time sequence of steps in the waiver generation and approval process. While deviating from the timeline shown below can incidentally create risks of non-approval, the later "Process" section of this article is the authoritative rule. It is merely recommended that sites follow this timeline in order to achieve compliance with the process.

November (preview)	<ul style="list-style-type: none"> • STA site rep(s) provide teachers with rough waiver language showing proposed changes, then also preview with teachers at the November faculty meeting in preparation for the December faculty meeting.
December (finalize)	<ul style="list-style-type: none"> • STA site rep(s) distribute waiver language to the faculty at least 3 working days (72 hours) ahead of the last faculty meeting in December. • At the December faculty meeting, STA site rep(s) address any concerns or questions, and also conduct a straw poll to verify general support. • STA site rep(s) finalize waiver language in light of Q&A / straw poll.
January (vote)	<ul style="list-style-type: none"> • STA site rep(s) distribute finalized waiver language to all staff at least 3 working days (72 hours) before a faculty meeting in January. • At a January faculty meeting, STA site rep(s) would conduct an official waiver vote by STA members. <ul style="list-style-type: none"> ◦ If the waiver vote passes with a 2/3 supermajority approval, STA site rep(s) will deliver a copy of the waiver to STA. • At the January School Site Council ("SSC") meeting, STA site rep(s) will present the waiver for SSC vote. <ul style="list-style-type: none"> ◦ If SSC approves the waiver, STA site rep(s) will deliver a copy to STA. SUSD (Asst Supt of HR and Asst Supt of Ed Services).
February	<ul style="list-style-type: none"> • SUSD and STA each reviews the request.





(acid test)	<ul style="list-style-type: none"> ○ STA President/CTA Staff reviews the request. ○ <u>If approved, STA the Site Rep will bring present</u> the waiver to the Association's executive board for final approval. ○ If rejected by either party, the waiver will be returned to the site rep(s) to draft more appropriate contract waiver language. ○ <u>If approved, STA will sign and send it to the District for approval.</u> ● <u>SUSD reviews the request.</u> <ul style="list-style-type: none"> ○ <u>If rejected, the waiver will be returned to the site rep(s) to draft more appropriate contract waiver language.</u> ● If approved by both, the District will <u>sign and</u> bring the waiver to the school board for final approval.
March / April (approval)	<ul style="list-style-type: none"> ● The SUSD school board and STA executive board each consider the waiver and either approves or denies the waiver as written. Approval by both is required for waiver authorization.

27.2 Process

The School Site Council ("SSC"), as constituted by Education Code Section 52800 et. seq., shall be the site authority for contract waiver and for recommending action to the Board of Education. Any subcommittee of the School Site Council addressing potential waivers of the SUSD/STA collective bargaining agreement shall be constituted with a majority of teachers.

The District and Association recognize the need for all participants to have accurate information concerning the operation and procedures of the School Site Council. In an effort to keep all participants informed, the District and Association will jointly produce the "School Site Councils: Their Composition, Role, and Responsibilities." This manual will be made available to school site staff. The District and Association will work jointly to make suggestions on how the School Site Council can be as effective as possible.

27.2.1 Change originators develop a specific change proposal. The proposal should identify the educational purpose, the methods to be used, the process by which the proposal is to be evaluated and fiscal impacts, and may include additional descriptive materials. Proposal originators shall also be required to show definite proof of substantial support by all staff that will be affected by the proposal.

27.2.2 The contract waiver will be reviewed by the School Site Council. In addition to judging the educational value of the proposal, the School Site Council will assure that the plan is in conformance with the school plan. In reviewing the proposal, the School Site Council should work closely with the originators and others to consider or redefine the proposal and include timelines for implementation. Aside from waiver renewals (27.2.2.1), ~~C~~ contract exceptions are granted for one (1) year at a time. In some cases, it may be necessary to implement the proposal for more than one (1) year. In no case shall a proposed contract exception exceed two (2) years without an additional vote. Also, the School Site Council is responsible, along with the originators, to identify any conflicts the proposal may have with collective bargaining agreements, District regulations and State law. In making these identifications, the Council shall consult with STA and the District. The Council shall carefully consider ramifications and alternatives before determining a need for any contract exception, Board Policy waiver or State law waiver. (Conflicts with Federal law must be resolved prior to submission to the Assistant Superintendent of Human Resources or designee.)





Once the proposal is fully developed, the school site council shall forward the proposal, along with its recommendation(s), to the Assistant Superintendent of Human Resources or designee, as well as Assistant Superintendent of Educational Services or designee.

27.2.2.1 Waiver Renewals

A waiver renewal refers to reusing identical waiver language (only updating the indicated school year) in current use at the site, authorized the previous year by STA and the school board.

Waiver renewal differs from the normal process in that a renewal:

- can be requested either for the next one (1) school year or for the next two (2) school years;
- explicitly verifies with voting staff that no changes to the current waiver are desired;
- may be undertaken earlier in the school year as there is no need for modifying, removing, or adding any language; and
- only requires the site faculty vote to approve by a simple majority (instead of a two-thirds majority).

The Association and District each retain discretion to approve any two (2) year waiver request for one (1) year instead of a requested two (2).

If a waiver renewal's simple-majority faculty vote fails or the SSC itself does not approve the renewal, the staff remains free to pursue (mindful of timelines) the full waiver process with new or updated language that a staff supermajority and SSC would each find acceptable.

27.2.3 The proposal is sent to: ~~1) Assistant Superintendent of Educational Services or designee Elementary or Secondary Education, 2) Stockton Teachers Association President and Executive Director, and 3) Assistant Superintendent of Human Resources or designee.~~ STA reviews the waiver, if approved, signs the waiver and sends it to the Assistant Superintendent of Educational Services or designee Elementary or Secondary Education. Educational Services is ~~The Directors of Elementary and Secondary Education are~~ responsible for legal and educational review. If any party requests a meeting to discuss the proposal, a meeting will be convened prior to the proposal being presented to the Board. The meeting will be for review purposes only.

The proposal is then sent to the Superintendent for placement on the Board of Education agenda for its consideration. The requesting school will present its proposal to the Board of Education. The Superintendent may make recommendations to the Board, but approval of the proposal rests with the Board. If the Board approves the proposal and there is a need for changes or exceptions to Board Policy or State law waivers, the Board will direct that those activities be undertaken prior to the implementation of the proposal. If there are conflicts with other collective bargaining agreements, the Board will direct the administration to work with those units to seek waivers.

27.2.4 If the plan requires an exception to the SUSD/STA contract, the process shall be as follows:

27.2.4.1 Exceptions shall be limited to the following articles:

- Article 2. Class Size
- Article 6. Teaching Hours
- Article 8. Liaison Committee
- Article 9. Miscellaneous
- Article 12. Preschool Programs

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Article 19. Walton Special Center
Article 20. Adult Education Teachers
~~Article 27. Year Round Elementary Schools~~

- 27.2.4.2 ~~Following approval by the SSC, A Contract Waiver Request Form; (“Demand to Bargain Contract Change”); shall be prepared completed~~ by the school site and sent to the ~~Director of Labor Relations Assistant Superintendent of Human Resources or designee, Assistant Superintendent of Educational Services or designee, in the Human Resources Office and~~ the STA ~~President Executive Director~~ for review. All members of the School Site Council who are present for the vote ~~(or in the event of an emergency vote on a secret mail or electronic ballot with a 30 day notice per AB361)~~ must sign ~~this form~~ SBFORM2 (see Appendix H). ~~Appendix H and any other documents to be delivered in connection herewith may be electronically signed in the event of an emergency, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.~~
- 27.2.4.3 ~~Following waiver document submission to the District and STA, the District and~~ STA will ~~meet within ten (10) working days to each~~ review the request and then sign and send it to the District if approved. ~~and if tentatively approved by both, the District will bring the waiver to the school board for approval. If rejected by either party, the waiver will be returned to the faculty representative begin the necessary steps with the option to draft more appropriate contract waiver language. Any subsequent language agreed to shall be returned to SSC and the principal and the site faculty representative(s) for a vote by both the faculty and SSC before then being resubmitted to the District and STA for approval before finally going to the school board.~~
- 27.2.4.4 Ballots ~~for faculty voting~~ will be prepared by ~~the principal and~~ the faculty representative (s) and contain the wording sent by the District and STA.
- 27.2.4.5 The proposed contract waiver language will be distributed at least three (3) working days prior to the vote. The vote will be by secret ballot and conducted at a regular faculty meeting ~~(or, in an emergency making in-person voting unsafe, using secret ballot by mail or electronic secret ballot)~~. A ballot will be mailed to off-session faculty at year-round schools ~~or any school format involving staff rotation that could inhibit off-cycle member access to voting.~~
- 27.2.4.6 The votes will be tallied by the principal and the faculty representative (s) and reported on the Final Exception Form (Appendix H).
- 27.2.4.7 At least two-thirds (2/3) of the teachers voting must vote in the affirmative to deviate from the contract (Appendix H).
- 27.2.4.8 The faculty will be notified of the results of the vote no later than twenty-four (24) hours after the vote.
- 27.2.4.9 The Final Exception Form will be completed and sent to the SUSD Human Resources Office and the STA Office.
- 27.2.4.10 To continue the exception, it must be voted on against the end of the timeline specified in the proposal.





27.2.4.11 It is permissible to vote on an exception at the end of one year to affect the next school year.

27.2.4.12 If the majority of the teachers determine that the agreed-upon exception is not solving the identified problem, the principal and faculty representative (s) should contact the SUSD Human Resources Office and the STA Office to request a modification or discontinuance of the exception.

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[unclear] CA AF RF

Handwritten initials: JN ND MB RV JT
DK SH^o TK MA

STOCKTON TEACHERS ASSOCIATION
and
STOCKTON UNIFIED SCHOOL DISTRICT

CONTRACT WAIVER REQUEST FORM
~~DEMAND TO BARGAIN CONTRACT CHANGE~~

This form is to be utilized by a school ~~AFTER the Governing Board has approved the new school plan and the site is~~ requesting a contract exception from the SUSD/STA collective bargaining agreement pursuant to Article 278, Section 278.2.4.2. Alternatives to the requested exception should be pursued prior to submitting this request in an effort to eliminate the need for this request.

School: _____ Date: _____

1. What is the proposed educational change trying to achieve?

2. Date Plan was approved by ~~the Governing Board~~ School Site Council (SSC): _____

3. What STA/SUSD contract article and section does the school perceive to be an obstruction to its plan?

4. What do you perceive the obstruction to be?

5. What will result when the article and section are modified?

Signatures: Principal _____ STA Faculty Representative _____

NOTE: All members of the school site council who are present for the vote must sign on the reverse side of this SBFORM2.

Complete **TWO** copies of this form with original signatures and send **one** to **each of the following**:

~~Stockton Unified School District~~
~~Attention: Assistant Superintendent~~
~~Human Resources Department~~
~~701 North Madison Street~~
~~Stockton, CA 95202~~

Stockton Teachers Association
Attention: STA President Executive Director
2291 W March Ln Ste A-110 P.O. Box 8465
Stockton, CA 952078

-DO NOT WRITE BELOW THIS LINE-

Problem(s) that STA/SUSD see with the school's request:

Approve/Deny

Approve/Deny

STOCKTON UNIFIED SCHOOL DISTRICT

DATE

STOCKTON TEACHERS ASSOCIATION

DATE

SBFORM1
04/02

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(COMPLETE 2 ORIGINALS)

Handwritten initials: JH, NL, MB, RH, JT, DK, SH, TK, MA

STOCKTON UNIFIED SCHOOL DISTRICT
and
STOCKTON TEACHERS ASSOCIATION

CONTRACT WAIVER
PROPOSED CONTRACT EXCEPTION LANGUAGE

~~This form is to be utilized by the SUSD/STA negotiating teams after they have completed negotiations on a contract waiver.~~ This form identifies the proposed contract waiver language and is to be distributed to teachers at least **three (3) days prior** to the date of the faculty meeting at which the vote on the newly proposed contract language will be taken by secret ballot. (Section 278.2.4.5)

SCHOOL:

CURRENT CONTRACT LANGUAGE:

PROPOSED CONTRACT LANGUAGE:

If the proposed contract language change is approved by a 2/3 vote of the faculty (51% for a renewal, subject to Article 27 waiver renewal guidelines), it will be in effect through the XXXX-XXXX school year(s).

SBFORM2

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Handwritten initials: NL, MB, RV, JT, DK, JH, TK, MA

STOCKTON UNIFIED SCHOOL DISTRICT
and
STOCKTON TEACHERS ASSOCIATION

CONTRACT WAIVER
CONTRACT EXCEPTION BALLOT

This is the official ballot that STA bargaining unit members will vote on, usually during a regular faculty meeting. Ballots are to be passed out and collected during the meeting at which the vote is taken. (Electronic voting by secret ballot is only permitted if voting guidelines are faithfully adhered to for anonymity, STA-members-only, one-vote-per-member, etc.)

SCHOOL:

Contract Sections to be modified:

— ~~Name of Article:~~

— ~~Contract Section:~~

PROPOSED CONTRACT LANGUAGE

In order to accommodate the request of (School Name) for a contract exception to permit implementation of the contract waiver to be adopted by the SUSD Board of Education ~~on XXX-XX,~~ ~~20XX~~ the Parties agree as follows:

If the proposed contract exception is approved, it will be in effect for the following period of time.

From

Through

YES

NO

I APPROVE THE PROPOSED CONTRACT EXCEPTION LANGUAGE. In accordance with Section 278.2.4.10, the above language is approved for extension through the XXXX-XXXX school year(s)

DATE _____

[Handwritten signatures]
GR RA AF RF

[Handwritten signatures]
ND MB BK SH⁵ RV JT TK MA

STOCKTON UNIFIED SCHOOL DISTRICT
and
STOCKTON TEACHERS ASSOCIATION

CONTRACT WAIVER

FINAL EXCEPTION FORM

This form is to be utilized by the school site when reporting the results of the vote on the contract exception language. ~~Do not use this form until the Contract Waiver Request Form has been submitted and acted upon, new language has been developed, and STA staff on site have voted on the new language.~~

SCHOOL _____

DATE OF VOTE _____

Contract Sections to be modified:

~~_____ Name of Article:~~

~~_____ Contract Section:~~

Attach a copy of the “Proposed Contract Exception Language” form identifying the current contract language and the proposed contract language to this form.

Number of STA bargaining unit members at your site: _____

Number of STA bargaining unit members present for vote: _____
(And received from off-track teachers, if applicable)

Number of STA bargaining unit members voting in favor of the exception: _____

Number of STA bargaining unit members present and NOT voting in favor of this exception: _____
(Note: 2/3 majority required to effect a change, or 51% for a renewal, as per §278.2.4.7)

Signature of Principal _____

Signature of STA Faculty Representative _____

Complete ~~TWO~~ copies of this form with original signatures and send ~~one~~ to ~~each of the following~~:

~~Stockton Unified School District
Attention: Assistant Superintendent
Human Resources Department
701 North Madison Street
Stockton, CA 95202~~

Stockton Teachers Association
Attention: STA President Executive Director
2291 W March Ln Ste A-110 P.O. Box 8465
Stockton, CA 95207~~8~~

BALLOTS TO BE KEPT BY THE SITE'S STA REPRESENTATIVE(S) FOR TWO YEARS

SEND ALL BALLOTS WITH DISTRICT'S COPY OF THIS FORM

~~Handwritten initials: JH, GR, JM, LL, JH, CA, AF, RF~~

~~Handwritten initials: JH, ND, MB, RV, JT, DK, SH, TK, MA~~

SBFORM5
04/02

(COMPLETE 2 ORIGINALS)

TENTATIVE AGREEMENT
between Stockton Unified School District (District)
and Stockton Teachers Association (STA)

May 7, 2024

This agreement concludes negotiations on Successor Contract covering 2022-2023, 2023-2024, and 2024-2025 between Stockton Unified School District and the Stockton Teachers Association (STA). The parties hereby agree to the following terms subject to the ratification of STA and the Stockton Unified School District Board of Trustees. All remaining provisions in the current collective bargaining agreement shall remain unchanged and said negotiations will be deemed concluded for the 2022-2023, 2023-2024, and 2024-2025 school years.

1. Article 2: Class Size

A. Class Size – Averages and Maximums – Grade Span Adjustment

1. Parties agree to adhere to the established class size GSA by the state. Chart showing historic incremental phase-in of GSA levels no longer needed.
2. Lab Sciences class size reduction (safety) and annual verification of workstations.
3. Overages to now be applied fractionally for non-traditional class schedules based on number of periods with students (e.g., 1/3 in a 4x4 compared to 1/5 in a traditional)

2. Article 4: Fringe Benefits

A. Healthcare Mitigation agreement incorporated

3. Article 18: Wages

A. Salary increases

1. For 2022-23: \$4,000 added to every annual salary cell as an on-salary increase.
 1. Retroactive payment for 2022-23 on-schedule increase will be for base salary only (i.e. the resulting annual salary number in the schedule cell) for salaried employees. This amounts to a \$4000 on-salary retro.
2. For 2023-24, a 3% on-schedule increase, effective (and retroactive to) July 1, 2023 and a one-time lump sum payment of \$7,500.
3. For 2024-25, a 1% on-schedule increase, effective and beginning July 1, 2024.

The above increases for 2023-2024 and 2024-2025 include: retired consultants; the teacher hourly salary schedule; preschool teachers; long term and daily substitutes; the PAR stipend; all stipends paid off the stipend base salary (extra duty, degrees, SPED, bilingual, athletics, etc.); and extra pay for department chairpersons.

Exclusions:

- Employees who ended employment with the District (by any means besides retirement) with an effective date on or prior to their last contractual workday for 2022-2023 (usually May 30, 2023, but may differ for some positions) are not eligible for the 2022-2023 retroactive pay.
- Employees who ended employment with the District (by any means besides retirement) with an effective date on or prior to their last contractual workday for 2023-2024 (usually May 31, 2024, but may differ for some positions) are not eligible for the 2023-2024 retroactive pay.
- Accordingly, retirees shall not be excluded, and employees who ended employment in SUSD yet finished their contract-year with SUSD are not excluded from retro pay for the year(s) they completed.

Retroactive payments caused by any portion of this particular successor agreement shall be paid no later than the November 2024 pay cycle (or within four months of Agreement ratification, whichever is later), by or before end-of-month, as a separate paycheck.

B. Longevity

1. Implementation will begin July 1, 2025, making 2025-2026 the first year of payments. Beginning at 10 years of in-district consecutive employed time initiating a 2% stipend, then another 1% stipend per 5-year increments, max at 8% for 40 years completed.

C. Stipends

1. Athletics: Substantial reformatting to entire spread of athletics stipends, including a new 5-tier system, various new stipends added, various discretionary stipends added, and multiple-season stipend roles acknowledged.
2. Extra duty: New 5-year system increasing current extra-duty stipends and adding new stipends (Mariachi, SkillsUSA, HOSA, MESA, Mock Trial, Academic Decathlon)
3. Department Chair permanently anchored to stipend base to align with formulas for other stipends
4. National Board Certification now to receive a 1% stipend

D. Other

1. All factors increased (special assignment salary multipliers)
2. CTE placement formula modified (degree requirement replaced by additional VE) with new initial placement applied retroactively for up to 2 years
3. Substitute and Retired Consultant rates increased

4. Article 19

- A. Article purpose and scope expanded from Walton Special Center to address Special Education matters in general.
- B. CMR procedural clarifications, including employee payout when unable to secure coverage.

5. Article 26: Peer Assistance and Review Program (PAR)

- A. PAR activity/language is suspended through June 30, 2025. Joint committee timeframe shifted to accommodate subsequent Successor negotiations.

6. Language changes to CBA Articles as agreed include (with articles to be attached for reference upon completion of appropriate document formatting):

- Article 2. Class Size
- Article 3. Evaluation
- Article 4. Fringe Benefits
- Article 6. Teaching Hours
- Article 7. Leaves
- Article 13. Summer School
- Article 14. Teacher/Association Rights
- Article 17. Transfer and Assignment
- Article 18. Wages
- Article 19. Walton Special Center
- Article 20. Adult Education Teachers
- Article 21. Definitions
- Article 22. Substitute Teachers
- Article 26. PAR
- Article 27. Waivers (and related updated appendix forms)
- Article 29. Duration of Agreement
- * Article 15. Teacher Safety - Inadvertently left off summary listing. Article is attached to agreement

This agreement shall be effective upon ratification by the Stockton Teachers Association and Stockton Unified School District Board of Trustees.

For STA:

Christopher S. Anderson Ed.D.

Dr. Christopher Anderson, STA President

Justin McGehee

Justin McGehee, STA Bargaining Chair

For the District

Glendaly Gascot-Rios

Glendaly Gascot-Rios, Assistant Supt of HR

Richard Edward Boyd

Richard Boyd, Director of Labor Relations

2. CLASS SIZE

2.1 Application

- 2.1.1 The District average is calculated by dividing the number of students enrolled District-wide in any given life level/subject area by the number of actual General Fund Classroom Teachers at that life level/ subject area. This definition excludes such support personnel as preparation period teachers, specialists, librarians, music teachers, and substitute teachers. The District average shall be applied at each site.
- 2.1.2 Classes shall be maintained at or below the maximums stated below.

- 2.2 In the areas of Science, Industrial Arts, Drafting, Vocational Shops and Homemaking, the number of work stations available shall be the maximum if that number is less than the District class maximums as listed. The District is responsible for verifying available work stations.
- a. For student safety and equity, the District shall annually verify the number of functional science laboratory workstations and CTE shop workstations (in all classrooms used for courses that involve such stations) no later than January 31 of each school year. This information, along with the roster sizes of each class using each of the verified classrooms, shall be made annually available to the Association upon completion of the annual verification.
 - b. As workstation capacity limits are integral to student safety and equity, verified-workstation limits shall be implemented as “hard-cap maximums” to class size. (The parties mutually understand hard-cap maximums to mean the class size maximum is followed with fidelity, such that enrollment excesses must be immediately rectified rather than triggering overage pay.)
 - c. Other factors reducing class size (such as section 2.5) shall be factored into class size prior to any potential further reduction caused by workstation limits. Workstation limits on class size are accordingly the final step applied to establishing a class’s size.

2.3 Averages and Maximums

The Local Control Funding Formula (“LCFF”) establishes Class Size Grade Span Adjustment (“GSA”). Pursuant to the LCFF, the parties agree to adhere to the established class size GSA. ~~establish a collectively bargained alternative class size ratio. Accordingly, for the 2013-2014, and 2014-2015 school years only, class sizes in kindergarten (including Transitional Kindergarten) and grades one (1) through three (3) will be adjusted as follows:~~
~~For the 2013-2014 school year only, the maximum student teacher ratio in Kindergarten shall remain at 20:1 and the student to teacher ratio in grades one (1) through three (3), shall remain at 32:1.~~
~~For the 2014-2015 school year only, the maximum student teacher ratio in Kindergarten shall remain at 24:1 and the student to teacher ratio in grades one (1) through three (3), shall remain at 32:1.~~

For the 2015-2016 school year only, school sites shall maintain the negotiated maximum to a student teacher ratio in Kindergarten of 24:1 and shall decrease the student teacher ratio in grades one (1) through three (3) by one (1) student to 31:1.

For the 2016-2017 school year only, school sites shall maintain the negotiated maximum to a student teacher ratio in Kindergarten of 24:1 and shall decrease the student teacher ratio in grades one (1) through three (3) by two (2) students to 29:1.

	2013-2014	2014-2015	2015-2016	2016-2017
Kindergarten	20	24	24	24
1st	32	32	31	29
2nd	32	32	31	29
3rd	32	32	31	29

The intent of the parties is that this agreement addresses any and all obligations of the parties to have a collectively bargained alternative ratio. The parties' agreement on these issues is required to preserve the additional Class Size Reduction adjustment grant, as currently in the LCFF provisions, including Education Code section 42238.02. SUSD and STA agree to continue to work together for the purpose of reducing class size with the goal of making progress towards the GSA established by LCFF. To assist with obtaining this goal, the District and STA agree to establish a GSA committee with equal numbers of members from STA and the District. The committee will be comprised of two individuals selected by STA and two individuals selected by the District. The committee will look at District programs and departments to make recommendations to the District and STA bargaining teams regarding where re-purposing could assist the District to achieve the target class sizes established by LCFF.

Maximum Maximum Class Size

Elementary

Kindergarten	32	(See chart above through 2016-2017 further modified per LCFF's Class Size Grade Span Adjustment)
Primary Grades 1, 2, 3	32	(See chart above through 2016-2017 further modified per LCFF's Class Size Grade Span Adjustment)
Intermediate Grades 4, 5, 6	33	

Secondary

Middle School Grades 7, 8 General*	35	
Middle School Grades 7, 8 P.E.	47	
JROTC	47	
English	32	
Social Studies	32	
Math	32	
Science (other than lab sciences)	32**	
Lab Science**	30** (reduces to 24, 26, 28 or another number if site's utilized classrooms have 24/26/28/etc. verified workstations)**	
Foreign Language	32	

Reading	28
Business	32
Drafting	32**
Voc. Shop	35**
Music (except performance)	32
Art	32
P.E.	47
Hygiene	32

*Middle School General shall apply if no specific titled class, area or department exists.

**Section 2.2 shall be applied such that only lab science classes (not non-lab science classes) have their maximum class size reduced to equal the number of verified workstations.

2.3.1 The maximum class size at secondary (grades 7-12) alternative schools shall be 25 students.

2.4 Payment for Exceeding Limits (Overages)

If the enrollment exceeds the maximum, the teacher shall be compensated for each additional student at a three and one-half percent (~~3-1/2%~~ 3.5%) factor of that teacher's salary as specified below:

- 2.4.1 At the beginning of the school year, the District will have thirteen (13) instructional days to make adjustments without paying any overage payments. Beginning with the fourteenth (14th) day, overages will be paid to the instructor retroactive to the first day of the overage.
- 2.4.2 At the beginning of any other semester, at the high school level, the District has ten (10) instructional days to make adjustments without paying any overage payments. Beginning on the eleventh (11th) day, overages will be paid to the instructor retroactive to the first day of the overage.
- 2.4.3 At any other times of the year, overage payments will begin on the eighth (8th) instructional day of the overage, retroactive to the first day of the overage.
- 2.4.4 High School teachers will be paid the correct proportional rate of 3.5% of the teacher's per diem rate, per student, per day for overages. ~~This rate shall not change based on the length of the class periods, but strictly on a basis of per student rostered to the teacher. Overages shall be determined according to course scheduling as follows:~~
- ~~● For schedules that use single all-year-long rostering (whether traditional or using minutes-banking such as a whole year block schedule): All students rostered to the teacher are counted each instructional day regardless of which days of the week each class period occurs.~~
 - ~~● For multiple term rostering schedules (e.g., 4x4 with separate courses for fall and spring, or an interlaced AB 4x4 alternating all year in which teachers have two preparation periods): Overages per instructional day only incorporate students rostered to courses scheduled for that day.~~

For traditional-schedule assignments (i.e., six year-long periods of five classes and one preparation period), the correct proportionate rate for overages shall be one fifth (1/5) of the full overage rate. For non-traditional schedule assignments, this subsection's proportionate rate shall be modified based on

the difference in scheduled time with students using a ratio of 1/x, where “x” is the number of equal-length class periods that teachers at the site normally teach in that day’s schedule.

INTENT:

In a term-based 4x4 block schedule wherein teachers have a preparation period and three classes with students, the proportionate overage rate for a teacher is one third (1/3) of the 3.5% overage rather than the one fifth (1/5) rate of a traditional schedule. In an AB 4x4 block, the same would apply, with the exception that a combined day in which students attend all 8 periods in a single day while teachers have 6 periods with students, the proportionate rate would instead be 1/6 for each of the six classes the teachers have with students.

2.5 Special Education - Individuals With Exceptional Needs

2.5.1 For every two (2) pupils identified as an IWEN (Individuals With Exceptional Needs), who are either enrolled at the secondary level or assigned at the elementary level to a regular classroom for at least 20% of the day, the limits in Section 2.3 shall be reduced by one (1). This provision does apply to assignment of all special day students to the regular classroom teacher, and to students designated as “watch and consult.” This provision does not apply to “DIS” (designated instruction and services) students.

2.5.1.1 Whenever any site begins rostering students (e.g., within a master schedule in departmentalized contexts or via self-contained rostering), students with an IEP (who are enrolled at the site) will be chronologically rostered in classes first to proactively minimize subsequent related scheduling changes and/or overages.

2.5.1.2 Class size balancing, when it occurs, must not itself result in a change of schedule for any student with an IEP. This shall not be construed to prevent schedule changes for reasons other than class size balancing.

2.5.2 The number of IWENs in any regular teacher's class shall not exceed twenty five percent (25%) of the "Maximum Class Size" listed in Section 2.3 herein. If the 25% limit is exceeded, the payment provisions of 2.4 shall apply to any overage.

2.5.3 Special Day Classes shall average no more than twelve (12) pupils, and shall have a maximum of fourteen (14) pupils. Resource Specialist Programs shall have a maximum of twenty-eight (28), with only the RSP caseloads themselves governed by article 19 being modified by 2.6.1 below.

Section below now relocated and/or updated in article 19

~~2.6 RSP Caseloads~~

~~2.6.1 Caseload Limits~~

~~Maximum caseload for an RSP teacher will be 27 eligible students whenever the RSP teacher provides services solely at one site. Whenever an RSP teacher is tasked with providing services at more than one site, their maximum caseload must instead be 26 eligible students.~~

~~2.6.2 Caseload Site Changes~~

~~To change any RSP teacher's site (i.e., assigning them students from a site they are not yet serving), the District must provide the teacher with:~~

- ~~• pertinent digital access (Synergy, Illuminate, iReady, etc.) regarding the site(s);~~
- ~~• District notification to the teacher five instructional days prior to the change such that within five instructional days the teacher will have the option to utilize two release days to adequately transfer materials and to prepare instruction (see article 17.5.2); and~~
- ~~• any new mileage implications resulting from the transfer process (see article 16.1)~~

~~2.6.3 Caseload Reduction Procedure~~

~~Whenever a caseload must be reduced to honor caseload limits, a caseload will be reduced by re-assigning whichever students have been on the teacher's caseload the shortest amount of time. However, the teacher (in consultation with Special Education Administration) may indicate a more appropriate solution in writing, which the District may then instead use to right size the caseload.~~

Section relocated to article 19 as it pertains to SPED rather than Class Size

~~2.7~~ Within forty (40) instructional days of ratification of the Agreement (unless this timeframe is mutually extended by the District and Association), the District and the Association agree to form a committee of six individuals, three appointed by each party, to jointly continue to explore contractual improvements to the implementation framework for special education services in the District, then make a presentation and recommendation to the bargaining teams for ~~2022-2023 Successor negotiations~~ [the subsequent negotiations cycle](#). The committee may meet either during the work day with District paid release time, or on a District paid hourly basis outside the teachers' contractual work day, or a combination of both.

3. EVALUATION

3.1 Evaluation Procedures

- 3.1.1 The purpose of an effective teacher development and evaluation system is to inform, instruct, and improve teaching and learning, as well as provide educators with meaningful feedback on both areas of strength and needed improvement. The evaluation of teachers shall be conducted in accordance with the procedures in this Article using the forms in Appendix E.
- 3.1.2 Grievances regarding evaluations (see Article 5) shall be utilized for disputes arising over the evaluation procedures only. Content of the evaluation shall not be subject to the grievance procedure except where the final overall evaluation score is “Unsatisfactory,” in which case, the teacher may elect to appeal to the Evaluation Advisory Mediation Committee (see section 3.4.2.5). Where a question of content versus procedure is involved, such question shall be determined by the grievance procedure. The arbitrator shall have the authority to rule on other issues related to evaluation by mutual agreement of the parties.
- 3.1.3 By written agreement between the permanent teacher and the evaluator, the timelines, observations, forms, records and conferences may be waived or reduced. Provisions of Article 3 shall not be waived or altered for probationary or temporary teachers.
- 3.1.4 Evaluation and assessment made pursuant to this Article shall be in writing and a copy will be provided to the teacher. The teacher shall receive a final evaluation of ‘Commendable’, ‘Satisfactory’, ‘Needs Improvement’, or ‘Unsatisfactory’. The evaluation shall include commendations, and/or recommendations, as appropriate, as to areas of improvement in the performance of the teacher. This evaluation, as well as all documents associated with it, shall be treated as a confidential personnel record.
- 3.1.5 The District shall evaluate and assess teachers as provided in the Education Code and as is reasonably related to the California Standards for the Teaching Profession (CSTP).
- 3.1.5.1 California Standards for the Teaching Profession
1. Engaging and Supporting All Students in Learning
 2. Creating and Maintaining Effective Environments for Student Learning
 3. Understanding and Organizing Subject Matter for Student Learning
 4. Planning Instruction and Designing Learning Experiences for All Students
 5. Assessing Student Learning
 6. Developing as a Professional Educator

- 3.1.6 The following areas shall be evaluated through examples and comments by the District:
3.1.6.1 Developing as a professional educator
3.1.6.2 The performance of other duties adjunct to the teacher’s assignment.
- 3.1.7 The District shall provide teachers with a copy of the “California Standards for the Teaching Profession, Resources for Professional Practices.” Teachers will be notified in a timely manner of any and all updates to the CSTP.
In-service training shall be made available for teachers during the school year.
- 3.1.8 For non-instructional-unit members, such evaluation and assessment shall be based upon the fulfillment of established job responsibilities that are based on actual observation of the job related activities. The non-instructional teacher evaluation form (Appendix E) shall be used.

3.2 Frequency

- 3.2.1 Evaluation and assessment of the performance of each certificated employee shall be made on a continuing basis, as follows:
- (1) Once each school year for temporary/probationary personnel
 - (2) Every other year for personnel with permanent status not meeting the criteria below
 - (3) Every five years for permanent personnel who have been employed at least ten (10) years with the district, are highly qualified as designated by No Child Left Behind 2001 (NCLB), and whose most recent previous evaluation rated the employee as ‘Satisfactory’ or ‘Commendable’. The certificated employee or the evaluator may withdraw consent at any time.

When any permanent, certificated employee has received a final evaluation of ‘Unsatisfactory’, the District shall evaluate the employee in the subsequent year, subject to the remaining provisions of this Article.

a. Procedure for 5-Year Consent Withdrawal

For a unit member to have 5-year-cycle consent withdrawn by the evaluator/District, the supervisor must provide in writing to the District (with copy to the teacher) the reason for consent-withdrawal within 10 working days of the initial evaluation meeting described in section 3.3.1. If the reason is not accordingly sent, or if the reason is administrator-based rather than expressly based on the unit member (e.g., if the reason given is that the administrator is new to their site or position), then the following must occur:

- the “5-year-cycle consent” shall not be withdrawn for the member (the unit member remains on the 5-year-cycle); and

- any evaluation process already initiated with the member for the school year must cease immediately.

3.2.2 Unfinished Evaluations

- For permanent employees, whenever the evaluation cycle initiates a unit member's evaluation process for the school year, but no final evaluation score is officially documented with Human Resources that school year (i.e. the evaluator did not finish one or more required elements to the evaluation process), the unit member shall still be presented with a final evaluation using successfully completed evaluation elements. The employee shall have the right to nullify this final evaluation and be evaluated the following school year. In either case, the teacher's choice to keep or nullify this evaluation shall be documented in the teacher's personnel file.
- For non-permanent employees, a final evaluation is still submitted using successfully completed evaluation elements and the teacher is evaluated the following school year whenever required by law.

3.3 Timelines

- 3.3.1 As part of a regularly-scheduled faculty or orientation meeting, the evaluator shall meet, within the first twenty (20) working days of the school year, with the teacher(s) to be evaluated. In the event of a late hiring or change of assignment, the meeting may be specially scheduled and shall occur within twenty (20) working days after the date of the late hire or change of assignment.

At the meeting, the evaluator and the teacher(s) will review the evaluation criteria (3.4 Evaluation Measures), the California Standards for the Teaching Profession on the Pre-Observation Conference Form, the facilitating support requirements to be provided by the evaluator, and the plans for monitoring the teacher's performance status. The evaluator may ask for lesson or unit plans based on curricular goals or objectives no more than once per semester, unless there is evidence of poor planning pursuant to Section 3.9 of this Article.

- 3.3.2 For the announced observation, a pre-observation conference shall be held with the evaluator and the teacher within the first forty-five (45) working days of the school year and at least (2) working days prior to the observation.

The evaluator shall provide a copy of the Pre-Observation Conference Form to the teacher at least five (5) working days prior to the conference. The teacher shall bring the completed form to the pre-observation conference. At the pre-observation conference, the teacher and evaluator shall review and complete the rest of the Pre-Observation Conference Form. The teacher shall select one (1) element from each of the six CSTP on the evaluation form as evaluation criteria. The evaluator shall select one (1) additional

element from each of the six (6) CSTP on the evaluation form as additional evaluation criteria. Nothing herein shall exclude the right of the evaluator to comment upon and discuss, but not reduce to writing, observations concerning other indicators of performance. The teacher and the evaluator shall review and discuss lesson or unit plans at the pre-observation conference.

- 3.3.3 A post-observation conference shall occur within three (3) working days after each observation. At the post-observation conference, the evaluator will present the completed Post-Observation Conference Form and Observation/Conference Checklist to the teacher. The teacher shall have the right to attach a written response to the Observation/Conference Checklist and the Post-Observation Conference Form within five (5) working days of the post observation conference.

The Final Evaluation form shall be completed and filed with the Human Resources Office no later than thirty (30) calendar days prior to the end of the teacher's school year. An evaluation conference shall be held between the evaluator and the teacher no later than five (5) working days before the final evaluation report is due to be filed.

[3.3.4 Within the first twenty \(20\) working days of each school year, the District shall email \(and post on the Human Resources website\) the pertinent dates of that year's instructional calendar embodying the timelines of this section \(3.3\) to all STA bargaining unit members and their evaluative supervisors.](#)

3.4 Evaluation Measures

- 3.4.1 Teachers will be evaluated in accordance with Education Code section 44662 regarding the four evaluation criteria: 1) The progress of students toward the grade level standards; 2) The instructional techniques and strategies; 3) The employee's adherence to curricular objectives; and 4) The establishment and maintenance of a suitable learning environment.

The California Standards for the Teaching Profession shall be used as the tool for teacher evaluation. Unit member performance shall be evaluated and assessed as it reasonably relates to:

1. Engaging and Supporting All Students in Learning
2. Creating and Maintaining Effective Environments for Student Learning
3. Understanding and Organizing Subject Matter for Student Learning
4. Planning Instruction and Designing Learning Experiences for All Students
5. Assessing Student Learning
6. Developing as a Professional Educator

- 3.4.2 Student growth results shall be included solely as part of a teacher's formative planning for evaluation.

3.4.2.1 Student achievement shall be based on mutually agreed upon growth models that contain multiple measures and are currently used in the teacher’s classroom. Up to two (2) growth models shall be selected by the evaluator and up to two growth models shall be selected by the teacher. At least one growth model shall be selected.

The following is the list of possible measures currently agreed upon:

- Teacher-designed assessment
- Evidence of student growth collected by teacher
- Student portfolios
- End of unit assessments
- Interim benchmark tests
- Narratives
- District fall to spring test scores
- Student artifacts
- Teacher set objectives/goals

3.4.2.2 The pre-observation conference referenced in section 3.3.2 will be used to identify the data sources and the strategies used to drive instruction.

3.4.2.3 As other valid assessments are developed, the District and STA will negotiate adding them to the list of approved data sources.

3.4.2.4 STA members in non-instructional assignments will not be subject to this section.

3.4.2.5 An Evaluation Advisory Mediation Committee shall be established. The purpose of the committee is to reduce conflict regarding evaluations. Each party shall appoint two (2) members to serve upon the committee.

This Committee is an advisory body, which has the ability to make confidential recommendations to its appointing entity. The Committee is not intended to replace or replicate the work of the PAR Panel. The Committee’s primary roles will be to review conflicts and make recommendations.

3.4.2.6 The District will provide annual training for administrators on evaluation techniques and applications.

3.5 Observations

3.5.1 Two (2) formal observations at least thirty (30) minutes in length shall be scheduled during the evaluation period for all certificated personnel. The time and date of the first observation shall be announced to the teacher at least two (2) working days in advance

of the observation. The teacher has the right to initiate the time and date of this first announced observation. Additional classroom observations, with or without notice, may be conducted at the discretion of the evaluator or at the request of the teacher. When any observations are reduced to writing, the teacher shall receive a copy of the Observation/Conference Checklist and the Evaluator's Notes of Observation; a conference shall follow, and the teacher shall have the right to attach a written response.

3.5.2 For unannounced observations, the evaluation criteria shall be the same as indicated by the teacher and evaluator for the announced observation. The same Post-Observation Conference Form as for the announced observation shall be completed.

3.5.3 The format, location, and timing of development of the teachers written evidence of planning is the professional prerogative of the teacher, except as provided in this Article. Access to the written evidence of planning shall be at the discretion of the teacher, except as provided in this Article. If the evaluator finds that evidence of planning is unsatisfactory, and so indicates on the Observation/Conference Checklist form, then the evaluator can request that written evidence for planning (with the format to be determined by the teacher) be reviewed by the evaluator with the teacher during the teacher's regular working day on a weekly basis. Such review shall be terminated when the subsequent observation indicates that planning is now satisfactorily in evidence, or by mutual agreement of the evaluator and the teacher, whichever occurs first.

3.6 Final Evaluation

3.6.1 The Final Evaluation form shall be completed based on the completed observations (at least two). The Final Evaluation shall be presented to the teacher and the teacher shall sign the evaluation, indicating that he/she received the Final Evaluation. The teacher's signature on the Final Evaluation form shall not be construed as agreement to the Final Evaluation score.

The teacher shall be provided a copy of the written evaluation and all other documentation upon which the evaluation is based. The teacher shall have the right to initiate a written response to the evaluation. Such response shall become a permanent attachment to the evaluation for placement within the teacher's personnel file. The teacher shall have three (3) working days to attach the response.

3.6.2 Permanent Teachers' Participation in PAR

If a permanent teacher's final evaluation contains unsatisfactory scores in two or more of the California Standards for Teaching Profession (3.1.5.1 1-5); the teacher shall be referred to the Peer Assistance and Review Program (PAR). The permanent teacher shall be required to participate in PAR as outlined in Article 26. Additionally, the permanent

teacher's evaluator shall complete a specific plan for improvement, consistent with the PAR Program, that will assist the teacher in correcting the unsatisfactory performance.

3.7 Right To Second Evaluation

3.7.1 If any permanent teacher receives an unsatisfactory final evaluation, the teacher shall have the absolute right to request, in writing, one (1) additional observation, conference and written evaluation. Such second observation, conference, and written evaluation shall be conducted by a different evaluator who is at a level comparable to or above the level of the first evaluator. Such second evaluator shall be selected by the Assistant Superintendent of Educational Services. Such second evaluation will also be included in the personnel file.

3.7.2 The request must be made by the teacher within five (5) working days after receipt of the final evaluation. The request shall be made to the Assistant Superintendent for Educational Services, who shall appoint a second evaluator within five (5) working days from receipt of the request by the teacher. The second evaluator must complete an observation, conference, and written evaluation at least five (5) working days prior to the teacher's last working day.

The request for a second evaluation shall be made on the appropriate form (see Appendix E).

3.8 Teacher's Access to Documentation

3.8.1 During an observation, the evaluator shall make contemporaneous notes on the form Evaluator's Notes of Observation attached as Appendix E. A completed copy of the Evaluator's Notes of Observation shall be provided to the teacher being evaluated within three (3) working days. The evaluator has the option to re-write the notes of observation but retain all notes' versions or copies which shall also be provided to the teacher upon request. Copies of any other documentation on which the evaluation is based will also be provided to the teacher. The teacher shall have the right to initiate a written response to any written observation. Such response shall become a permanent attachment to the written observation.

3.9 Planning

3.9.1 It is the professional responsibility of each teacher to make appropriate lesson and unit plans for instruction of students. The administrator and/or the evaluator may review lesson or unit plans during the following instances:

- a) Up to four (4) times per year during the year when a teacher is being evaluated;
- b) When evidence of planning is a concern to the administrator during the non-evaluation year, and the administrator concludes, in writing, based on two (2)

- classroom observations of at least twenty (20) minutes each, that evidence of planning is lacking;
- c) During the implementation year of District-wide curricular changes, to assist the teacher to adhere to curriculum standards, the administrator may review a unit plan up to two (2) times.

It is the professional responsibility of the administrator to review and provide specific written or oral feedback to the teacher on lesson or unit plans. The teacher and the evaluator shall review and discuss lesson or unit plans at the pre-observation conference.

A detailed plan suitable for the use of a substitute teacher shall be kept on file in the school office or in a specific place in the classroom accessible to the site administrator and the substitute.

3.10 As the time is needed and mutually agreed upon by both parties, the District and the Association agree to form two committees, each with six individuals (three appointed by each party). Each will jointly explore one of the following: the District and the Association agree to form two committees, each with six individuals (three appointed by each party). Each will jointly explore one of the following:

- a. Evaluation metrics and/or forms that are more developmentally appropriate for Early Child Education contexts (preschool, transitional kindergarten, and/or kindergarten)
- b. Evaluation metrics and/or forms that are more contextually appropriate for non-instructional positions (replacing the existing “Certificated Non-Instructional Assignment” metrics/forms in the contract)

Each committee will make presentations and/or recommendations to the bargaining teams for 2023-2024 Reopener negotiations (or the next negotiation cycle in which Article 3 is opened, whichever is later).

Each committee may meet either during the work day with District-paid release time, or on a District-paid hourly basis outside the teachers’ contractual work day, or a combination of both.

4. FRINGE BENEFITS

4.1 Health Benefit ~~Contribution~~-Allowance

- 4.1.1 The District's healthcare contribution to bargaining unit members on any benefits plan shall match the premium (including all cutouts such as medical, dental, vision, and chiropractic) of the CalPERS Blue Shield Access PLUS plan, less one hundred dollars monthly (\$100.00 as 12 months, \$109.09 as 11 months), or the total premium cost of Kaiser HMO (likewise inclusive of all cutouts), whichever is higher.

~~Effective January 1, 2019, the District shall provide the health benefit contribution of \$1,665 per month (\$19,980 annually). This fully covers the CalPERS Kaiser HMO plan (including medical, dental, \$1,215 and the \$1,665 (i.e. \$450 per month).~~

- 4.1.2 The District's monthly contribution toward any plan shall be accordingly adjusted per 4.1.1 whenever the CalPERS rates are adjusted.

~~Commencing with the 2020 health plan year, the District's health benefit contribution shall be annually adjusted toward the cost of the CalPERS Kaiser HMO plan (including medical, dental, vision, and chiropractic) as a coverage target, whether by increasing or decreasing, by no more than \$100 a month (\$1,200 annually) as compared to the previous years's health benefit contribution amount.~~

- 4.1.3 Any difference between an employee's plan cost and the District's health benefit contribution shall be deducted by payroll.

4.2 Health Insurance

- 4.2.1 Unless otherwise agreed, the District will offer each eligible teacher HMO and PPO plans throughout the term of the Agreement as offered through CalPERS.

- 4.2.2 Teachers who are absent on account of illness and who have exhausted their accumulated paid leaves have the option to purchase full insurance coverage for that period of illness under the Federal COBRA Act provision not to exceed ~~thirty-six (36) months~~ eighteen (18) months following exhaustion of said leave.

- 4.2.3 Teachers on District-approved unpaid leaves of absence shall have the option to purchase health insurance coverage for the period of the leave under the Federal COBRA Act provision, not to exceed ~~thirty-six (36) months~~ eighteen (18) months.

- 4.2.4 The District shall provide retiring teachers the option to purchase health insurance coverage if retiring after reaching their fifty-fifth (55th) birthday, provided said teacher has served ten (10) years

in the District prior to retirement. For Early Retiree Fringe Benefits, see 4.2.4.1 below (relocated from 10.5 without being modified):

4.2.4.1 Fringe Benefits for Early Retirees and Dependents Other Than Spouses

a. Teachers Hired Prior to July 1, 2003

Any qualifying teacher participating in the Early Retirement Plan shall receive from the District the full cost of the least expensive medical plan. Any qualified teacher will have the same right as current employees to select a more costly HMO or ~~POS~~ PPO medical plan and will be obligated to pay the full difference above the least expensive medical plan. This benefit will last for ten (10) years or until the qualifying teacher is eligible for ~~MediCal~~/Medicare or until age 65, whichever comes first. The STA retiree is eligible to participate in the District's group dental, vision and chiropractic plans by purchasing benefit coverage at the eligible group rate.

b. Teachers Hired After July 1, 2003

Any qualifying teacher participating in the Early Retirement Plan shall receive from the District the same medical plan options as current teachers. Any qualifying teacher participating in the Early Retirement Plan shall be required to make a proportional payment for the medical plan. STA and the District reserve the right to mutually amend or modify this benefit in the future for current or future teachers. This benefit will last for ten (10) years or until the qualifying teacher is eligible for ~~MediCal~~/Medicare or until age 65, whichever comes first. The STA retiree is eligible to participate in the District's group dental, vision and chiropractic plans by purchasing benefit coverage at the eligible group rate.

4.2.5 Cash in Lieu of Healthcare Benefits

~~For bargaining unit members hired before July 1, 2015, the District shall provide a medical rebate of forty percent (40%) of the current Health Benefit Allowance amount pursuant to 4.1 for eligible, current employees. This change in benefit will take effect one (1) month following ratification by both the Stockton Unified School District Board of Trustees and the Stockton Teachers Association.~~

For eligible current employees, the District shall reduce/increase cash in lieu of healthcare benefits (previously called "Insurance Rebate" or "Medical Rebate") to \$350, as shown below:

- Employees receiving the lower tier (bargaining unit members hired on or after July 1, 2015) of \$283 (12--month rate: \$308.73 when calculated as 11--month rate) shall be increased to \$350 a month.
- Employees receiving the higher tier (bargaining unit members hired before July 1, 2015) of \$805.38 (12--month rate: \$878.60 when calculated as 11--month rate) shall be decreased to \$350 monthly using the multi-year decrease in the chart below:

The increase of the lower- tier cash-in-lieu will take effect at the end of the month December payroll 2024, with the decrease of the higher--tier modifying each December payroll as follows:

calendar year	higher- tier (12-month rate)	higher- tier (11-month rate)	lower-tier (12-month rate)	lower-tier (11-month rate)
2024 (yearly amount)	\$805.38 (\$9,664.56)	\$878.60 (\$9,664.60)	\$283.00 (\$3,396.00)	\$308.73 (\$3,396.03)
2025 (yearly amount)	\$643.50 (\$7,722)	\$702.00 (\$7,722)	\$350.00 (\$4,200)	\$350.00 (\$3,850)
2026 (yearly amount)	\$482.17 (\$5,786)	\$526.00 (\$5,786)	\$350.00 (\$4,200)	\$350.00 (\$3,850)
2027 onward (yearly amount)	\$350.00 (\$4,200)	\$350.00 (\$3,850)	\$350.00 (\$4,200)	\$350.00 (\$3,850)

4.3 Dental Insurance

The District will offer each eligible teacher a dental plan (with orthodontic) substantially equivalent to the current dental plan, with no reductions. ~~to the current dental plan, with orthodontic.~~ The plan will be subject to the health benefit allowance contribution. ~~Each covered individual will receive coverage up to \$1,500.00.~~

4.4 Mental Health/Chemical Dependency Program

The District will offer each eligible teacher a managed mental health/chemical dependency program as a part of the current health care plans provided. The plan will be subject to the health benefit allowance contribution.

4.5 Vision Care

The District will offer each eligible member a vision plan. The plan will be subject to the health benefit allowance contribution.

4.6 Plan Contracts

The Association shall be provided with a copy of the master contract for each insurance plan above if requested.

4.7 Tax Sheltered Annuities

District-approved tax sheltered annuities in which employees participate shall be eligible for payroll deductions. Effective immediately, only those tax sheltered annuities with twenty (20) or more unit member participants shall be eligible for payroll deduction. The TSA's currently in effect will not be subject to this provision.

4.8 Temporary Teachers

The fringe benefits for teachers with non-tenured/non-probationary contracts shall be provided in the same manner as fringe benefits for tenured/probationary unit members.

4.9 Bereavement Period

The District shall provide a ninety (90)-day bereavement period to allow the spouse and/or dependent(s) of a deceased teacher to be covered by the District-paid fringe benefits.

4.10 Medicare

Beginning December 1, 1993, Medicare shall become an option for teachers who meet the statutory qualifications.

4.11 Internal Revenue Code Section 125 Plan

The District agrees to implement an IRC Section 125 Plan effective no later than January 1, 2001, for each employee who, in writing, enrolls in the Section 125 Plan.

6. TEACHING HOURS

6.1 Regular Teacher Work Day

Excluding minimum days, the length of the teacher work day, including preparation time, lunch, relief periods and time required before and after school, shall adhere to the following:

6.1.1 Secondary Schedule (Grades 7-12)

6.1.1.1 Teacher instructional time for grades 9-12 shall be 1400 minutes per five-day week. Passing time shall continue according to existing practice, and preparation time shall be 280 minutes per five-day week.

6.1.1.2 Teacher instructional time for grades 7-8 shall be 1250 minutes per five-day week. Passing time shall continue according to existing practice, and preparation time shall be 250 minutes per five-day week.

6.1.1.3 The length of the work day for teachers at secondary alternative schools shall be the same as other secondary teachers at the same grade level.

[6.1.1.4 Passing periods may be declared by the site principal as subject to 6.14.5 provisions for supervision of students.](#)

6.1.2 Elementary Schedule (Grades 1-6)

6.1.2.1 Teacher instructional time for grades 4-6 shall be 1500 minutes per five-day week.

6.1.2.2 Teacher instructional time for grades 1-3 shall be 1500 minutes per five-day week.

6.1.3 Kindergarten Schedule (Both Transitional and Traditional)

Teacher instructional time for Kindergarten shall be 1500 minutes per five-day week.

6.2 Resource Days

[\(For resource and special day teachers, also see CMR language in Article 19.\)](#)

6.2.1 Each regular classroom teacher, resource teacher and special day class teacher in grades 4-6 shall receive four (4) resource days in each school year.

- 6.2.2 Resource teachers in grades 4-6 shall receive four (4) resource days in each school year if the resource teacher works the same schedule as the regular classroom teachers in grades 4-6. Classroom teachers who teach combination classes of grades 3 and 4 and who teach the intermediate schedule are entitled to the intermediate resource days.
- 6.2.3 Each regular classroom teacher, resource classroom teacher and special day class teacher in grades TK-3 shall receive two resource days in each school year.
- 6.2.4 A resource day shall be defined as time for professional preparation and/or growth.
- 6.2.5 The individual teacher and the site administrator shall mutually agree on the program of resource day(s) utilization.
- 6.2.6 Resource days may be utilized for activities to include, but not limited to:
1. Curriculum Development
 2. Professional Improvement
 3. School Visitations
 4. Workshops
 5. Research and Writing
- 6.2.7 Resource days shall not be used for personal business, recreation or entertainment.
- 6.2.8 Resource day requests are subject to fifteen (15) calendar days notice via leave input or via written notice to the involved teacher's supervisor. Resource days shall only be subject to approval/denial in any of the following three (3) conditions:
- If the requested day is contiguous with non-instructional days, not including weekends (e.g., if it is adjacent to a week-long calendar break or three day weekend);
 - If over 15% of unit members at the site would be utilizing the same date as a resource day;
 - If the resource day is being input fewer than fifteen (15) calendar days in advance as indicated above.

Under any of the three (3) conditions above, the District has the right to exercise discretion in anticipating hardship caused by the requested timing and to potentially deny the resource day being scheduled for that particular date accordingly. However, the District may not unreasonably deny resource day timing.

Once ten (10) instructional days have elapsed since the teacher's notice of the resource day was provided, a resource day's scheduled date may be canceled in emergencies; however, substitute teacher coverage of resource days must not be reassigned more than twice in one school year per any teacher.

6.3 Elementary Planning and Preparation

- 6.3.1 The stipend shall be paid to the following teachers who do not have preparation time built in to their schedules:

Regular elementary classroom teachers, resource classroom teachers and Special Education teachers teaching special day classes only, grades **TK**–6, who spend 60% of their time instructing students, shall receive compensation pursuant to 18.20 for voluntary participation in planning and preparation, scheduled outside the regular work day for purposes of upgrading curriculum knowledge, sharing teaching skills and strategies, record keeping, reports and lesson planning. Payment shall be made at the end of each semester. The regular time for this planning and preparation shall be determined at each site by the site liaison committee and the site administrator. Teachers are not required to sign in for preparation time.

6.3.2 Exceptions

Exceptions to the use of the above Section 6.3.1: Planning and preparation may be requested in writing to the site administrator by the participating teacher, subject to approval by both the site administrator and the site liaison committee. Exceptions for the use of planning and preparation monies are as follows:

- a. hiring a substitute teacher to enable the participating teacher to engage in full-day on-site planning or intra-district visitation;
- b. hiring a consultant for demonstration teaching or presentation in the requesting teacher's classroom;
- c. payment of tuition for a higher education course which relates to and supports the goals of both the site program and the Board of Education.

6.3.2.1 The above exceptions shall not be disapproved for arbitrary or capricious reasons.

6.3.2.2 Any expenses incurred under Section 6.3.2 shall be deducted from the teacher's maximum stipend (pursuant to 18.20).

6.3.2.3 On days other than the normal schedule, the adverse effects on preparation time shall be considered and minimized whenever possible.

6.3.3 Secondary Preparation Periods

- a. The parties recognize that preparation periods are generally the purview of the teacher. However, the parties also recognize some reasonable (though limited) activities can realistically best occur during the teacher's preparation period, and

naturally may therefore be prompted to occur during the preparation period.

Examples include pre- and post-observation meetings for evaluation, teacher participation in IEP/SST/504 meetings held during their preparation period, or short state-mandated trainings for mandated testing at the site that only affect a portion of the teaching staff.

- b. Such administrative usage of any secondary teacher's preparation period time (for all types and purposes combined) must be conducted sparingly, occur no more than twice monthly per teacher, and be done only when alternatives are not feasible.

6.4 Faculty Meetings

Faculty meetings shall not normally be held more than once every two (2) weeks, nor exceed 60 minutes in duration.

6.5 Collaboration Time

- 6.5.1 Collaboration shall occur for one and one-half (1.5) hours every two weeks on Tuesday or Thursday. The 1.5 hours is to be a single contiguous meeting after the school day, unless established otherwise between liaison and admin for the site. Any PLC may deviate from this structure by unanimous agreement in advance among all of the PLC's teachers to split the time and/or change whether the meeting happens before or after school hours, and only when additionally approved in advance by the principal/designee.

Additional pay for this PLC Collaboration is understood to already be accounted for ~~shall be included~~ on the pay scale.

Teacher accountability documentation shall take no more than five minutes of planning time. ~~Collaboration time will be paid at 1/6.5 of the teacher's per diem rate.~~ Evidence of such meetings shall be submitted at the end of the meeting and consist of the following: a brief overview with information to include

- teachers present;
- focus of discussion and/or desired outcome with reference to any of the PLC essential questions of 6.5.2 below:- ~~Summary to be submitted at the end of the meeting.~~
- simple indication of which "Acceptable uses of collaboration" (listed later in this subsection) activities were selected by the teachers and engaged in.

Collaboration documentation will be available for review by the District by the end of each collaboration meeting and made available to the Association upon request.

Teachers shall only have the right to conduct PLC Collaboration online (e.g., through Zoom) when three conditions are met:

- participating teachers must still remain present on their respective sites (or consolidated at each other's sites) for such online collaboration
- each participating teacher's supervisor (and, when indicated, District designee) are expressly provided notice and access to the online collaboration meeting at least three (3) working days in advance of the meeting
- supervisors pre-approval to allow for virtual meetings

6.5.2 The district's and association's goal is to develop and implement PLC's driven by the four essential questions of the PLC model (see below) and shall include the following activities:

1. What is it we want our students to learn?
2. How will we know if each student has learned it?
3. How will we respond when some students don't learn it?
4. How can we extend and enrich the learning for students who have demonstrated proficiency?

Professional Learning Community Development

- a. Professional Learning Communities (PLC) are collaborative instruction teams that regularly convene to increase student achievement based on both quantitative and/or qualitative data.
- b. PLCs are teacher-driven teams that employ a collaborative structure of professional development and are designed to include input from all campus stakeholders (e.g., students, families, site administrators, counselors, community resource voices, campus safety support staff, etc.).
- c. PLC teams can be teacher-designed by grade level, subject matter, specific student groups, departments, vertical teams, or horizontal teams, including cross-curricular teams. In any-and-all such forms of PLC design, the principal (or designated administrator) is always also a member of the PLC.
- d. PLC meetings shall not be used to implement site or district directives except for the broad ongoing directive that each PLC's collaboration time adheres to the acceptable uses of collaboration outlined in this section, approached through the lens of the four essential questions of the PLC model
- e. PLC meetings shall not be used for purposes that do not promote better teaching /learning (cleaning the room, making copies, discussing site/district policies unrelated to instruction, etc.)

Acceptable uses of collaboration shall include:

A. Strategic Planning

1. Lesson design and planning, vertical and horizontal
2. Cross-grade level planning on subject matter
3. Discussing establishing behavioral interventions and strategies

B. Data Analysis

1. Goal-setting for students based on formative tests

C. Instructional Design

1. Collaborating on ~~Units of Study~~ [Curriculum](#) preparation
2. Developing and revising instruction
3. Differentiated instruction for significant subgroups (such as Special Ed, EL, Foster Youth, etc.)

Other topics may be established by mutual agreement of faculty and administration.

6.5.3 Collaboration time is not:

- a. Intended for additional staff meetings
- b. Scheduling/conducting other District, Association, or site meetings
- c. Making copies
- d. Classroom maintenance
- e. Discussing site/district policies unrelated to instruction [viewed through the lens of the four essential PLC questions](#)
- f. [Assignments or tasks unrelated to PLC focus questions](#)
- g. Administratively-imposed assignments or tasks

6.6 Reporting Time

A teacher is required to report for duty fifteen (15) minutes in advance of the first assigned class or preparation period, and to remain on duty fifteen (15) minutes after the last assigned class or preparation period. The hours of teachers not assigned to regular classroom duties shall be similar to those of regular classroom teachers at that site.

6.7 Consecutive Time

A teacher's regularly scheduled daily work assignment shall be in a consecutive time block unless otherwise agreed to in writing by the teacher and the site administrator.

6.8 Secondary Seven-Period Student Day

6.8.1 The District may schedule classes for which there exists a demonstrated need outside the regular six period day.

- 6.8.2 Staffing of such periods shall be made utilizing volunteers first. If more than one qualified volunteer applies, the applicant with the highest District seniority within the department shall receive the assignment.
- 6.8.3 Involuntary staffing of such periods shall be made according to reverse seniority within departments.
- 6.8.4 No teacher shall be involuntarily assigned to a class scheduled before the first regular period of the day.
- 6.8.5 The six (6) periods (five [5] instructional and one [1] preparation) assigned to a teacher shall be contiguous.
- 6.8.6 For teachers assigned to the seven period student day, staff meetings will be contiguous with those teachers' schedules.

6.9 Saturday School

- 6.9.1 Teaching of Saturday School shall be considered teacher bargaining unit work.
- 6.9.2 Assignment of teachers to Saturday School shall be on the basis of interview and select at the school site (see Article 16.4.7).
- 6.9.3 Staffing shall be on a rotational basis among satisfactory candidates at the school site.
- 6.9.4 Class size shall be 45 students for Saturday School only. The District may assign ten (10) more students, predicated on the assumption of "no-shows."
- 6.9.5 The District shall provide readily available administrative support for purposes of discipline and required accounting.
- 6.9.6 Teachers assigned shall be paid at 70% of the teacher's daily rate, commensurate with the percentage of the regular day.

Intent: "70% of the teacher's daily rate, commensurate with the percentage of the regular day" has been mutually recognized as referring to a Saturday school structure of 4 hours with students and 15 minutes before and after, compensated at 4.5 hours (about 70% of a teacher day of 6.5 hours). It does not require that Saturday school be this exact length, but rather that the daily rate shall be "whatever fraction/percent of 6.5 hours" the Saturday school length is, after accounting for total time with students plus 30 minutes. Saturday school may be scheduled at other lengths, following this design and compensation. However, when using a per-diem hourly rate, the above conversion may be bypassed to directly use per-diem hourly.

6.10 Non-Required Time

6.10.1 No teacher shall be required to teach or assist in an evening session; there shall be no loss of benefits or salary for such refusal.

6.10.2 A teacher shall not be required, during his/her preparation period, to substitute for another teacher, except in an emergency.

6.10.3. As no STA bargaining unit member has authority over any other unit member (inclusive of teachers, instructional coaches, program specialists, etc.), no member may impose upon another by presuming an expectation of receiving classroom coverage. Willingness to cover any other unit member's class remains the express decision of that unit member who would potentially be doing the substituting.

At no time may a teacher simply leave and expect someone to cover their class. Proper reporting through clearly established channels (administration, secretarial, digital/online) is always required.

Teacher absences indicated as "substitute required" are understood to mean any filling of the absence includes student supervision (whereas a teacher being absent on a student non-contact day would not require a substitute). Even pre-identification of a willing substitute by the teacher of record (e.g., "Save absence and assign sub") is still understood to be a form of the job "requiring a substitute."

6.11 Lunch Period

Each teacher shall be entitled to at least a thirty (30)-minute duty-free, uninterrupted lunch period. The lunch period, including passing periods, shall be equivalent to the student lunch period, and any deviations shall be with the agreement of the teacher and the site administrator.

6.12 Bathroom Breaks

The site administrator shall be responsible for arranging necessary bathroom breaks for teachers, when requested by individual teachers.

6.13 Meeting Schedule

Each unit member agrees to give priority to those activities designed by the site administration and the faculty.

6.13.1 Monday and Thursday: Site meetings may be scheduled subject to 72 hours notice, absent an emergency—~~Monday and Thursday~~.

6.13.2 Tuesday: Faculty meetings, school department meetings, collaboration meetings.

6.13.3 Wednesday: Professional organizational meetings called by the Association.

6.13.4 Thursday: Collaboration Meetings

6.13.5 Friday: No District required meetings.

6.13.6 Meetings outside this schedule shall be with the consent of the Association.

6.13.7 Concerning required after-school meetings pursuant to 6.4 (faculty meetings) and 6.5 (PLC collaboration meetings):

No month shall include more than four (4) total of such meetings combined. If a fifth Tuesday or Thursday would cause there to be a fifth such meeting for the month (of the two types combined), there shall be no required meeting that day.

Example: A month has a fifth Tuesday/Thursday, but one of the first four Tuesdays/Thursdays falls on a non-school day/holiday. In that case, a fourth meeting may be scheduled on the fifth Tuesday/Thursday, as that is still only four such meetings for the month.

Note: Non-instructional workdays (site orientation, professional development days, etc.) do not count as “required after-school meetings” as mentioned in this subsection. They are simply a non-instructional workday, not an after-school meeting.

~~6.13.7 In months that include a fifth Tuesday there will be no District required meetings. This likewise applies to a month’s fifth Thursday for sites that make use of Thursdays for meetings.~~

6.14 Non-Teaching Duties Within the Teacher's Work Day in Grades TK-8

6.14.1 In grades TK-8, the site administrator shall develop a roster of non-teaching duties to be performed by teachers during the teachers' work day. Such roster will be reviewed with the site Liaison Committee and shall be consistent with the purpose and intent of Section 6.14.5 below.

6.14.2 Each teacher shall be provided the opportunity to select duties of his/her own choice.

6.14.3 If volunteers are insufficient to perform needed duties or if an inequitable distribution of duties exists, then the site administrator may re-assign or assign teachers to perform rostered non-teaching duties.

6.14.4 Administrative assignments to non-teaching duties shall not be arbitrary, capricious, or discriminatory.

- 6.14.5 As soon as practicable after ratification of this Agreement, the administrator and Liaison Committee at each site shall meet for the purpose of evaluating available site resources to formulate a plan for providing supervision of students outside of instructional time, with emphasis on reducing non-instructional duties. If the administrator and Liaison Committee cannot come to an agreement on a plan, it will be forwarded to the Association and District representatives for resolution. If the District and Association are unable to come to resolution on this matter, the prevailing practice of assigning duties shall continue.
- 6.14.6 Teachers in grades TK-8 shall not be required to perform before-school duties, except in emergency situations. An emergency back-up system, including what constitutes an emergency, shall be jointly developed by the Liaison Committee and the site administrator.
- 6.14.7 TK-8 teachers shall not be required to distribute, keep records for, or collect student lunch tickets.
- 6.15 Non-Teaching Duties in Grade Levels 9-12
- Non-teaching duties at the high school level during the teacher's work day will be completed in the same manner as they were during the 1978-79 school year.
- 6.16 Non-Teaching Duties Beyond the Teacher's Work Day
- 6.16.1 [Reference section 6.20 for relocated language on](#) ~~Each teacher may be required to attend either~~ Back-to-School Night ~~and be~~ Open House. ~~Each teacher shall receive a notice from the site administrator ten (10) working days prior to the event.~~
- 6.16.2 The District shall not, except as provided [explicitly in section 6.20, herein for](#) ~~Back-to-School Night or Open House~~, assign teachers to perform duties beyond the teacher's work day.
- 6.16.3 A teacher may volunteer to participate in non-teaching duties which take place beyond his/her teacher work day.
- 6.17 [\(contract section and language removed\)](#) In-Service
- ~~6.17.1—Special Education teachers who are assigned to locations not participating in the School-Based Coordinated Program may be assigned up to twelve (12) hours of required in-service meetings in two (2) blocks of time up to six (6) hours per block, on days when pupils are not assigned. It is understood that Special Education teachers who are assigned to locations that are participating in the School-Based Coordinated Program may be required to attend District-wide meetings as part of the school sites²~~

~~in-service. The District will attempt to schedule the District-wide Special Education in-service meetings on dates that the school sites are conducting grade level or departmental activities.~~

- ~~6.17.2 Teachers, excluding Special Education teachers, assigned to locations not participating in the School-Based Coordinated Program may be assigned up to six (6) hours of required in-service meetings. Such in-service meetings shall be in addition to the regular work day of teachers and subject to the following:~~
- ~~a. Any in-service meeting shall be scheduled thirty (30) days in advance of presentation and announced to all affected unit members fifteen (15) calendar days prior to in-service date.~~
 - ~~b. In-service meetings shall be scheduled within the District and contiguous with the regular work day of unit members.~~
 - ~~c. No more than three (3) in-service meetings may be scheduled pursuant to this section during each year of this Agreement.~~

6.18 Calendar

- 6.18.1 The District and the Association agree to add three (3) additional work days starting in the 2017-2018 school year, to be paid at the individual teacher's per diem rate. Two (2) of the days shall be professional development days. The other day shall be a teacher preparation/planning day (without site or District level meetings or assignments) in order to prepare for the first day of school.
- 6.18.2 Beginning with the 2015-2016 school year the modified traditional schedule calendar shall consist of 184 days in each year of the Agreement, including two (2) professional development days to be contiguous with the work-year, one (1) orientation day, 180 student contact days, and one (1) non-student contact day. The 184th day shall be a minimum day (240 minutes).
- 6.18.2.1 Beginning with the 2017-2018 school year the modified traditional schedule calendar shall consist of 187 days in each year of the Agreement, now including the following:
- four (4) professional development days to be contiguous with the work-year
 - one (1) teacher preparation/planning day, pursuant to 6.18.1
 - one (1) orientation day
 - 180 student contact days
 - one (1) non-student contact day, which shall be a minimum day (240 minutes) and take place after all student contact days have occurred.
- 6.18.3 New Teacher Orientation - At the discretion of the District, teachers new to the District shall attend up to two (2) days of new teacher orientation prior to the start of the school year for regular teachers. Each new teacher who participates in the new teacher orientation shall be paid at his/her daily rate.

6.18.4 New Teacher In-Service – In addition, at the discretion of the District, teachers new to the District shall attend up to five (5) days of new teacher in-service prior to the first reporting work day of the school year’s instructional calendar ~~start of the school year for regular teachers~~. Effective July 1, 2003, newly hired teachers who participate in the new teacher in-service shall be paid their daily rate for the up to five (5) additional orientation days at the beginning of the year.

6.18.5 PD (Professional Development) Day Offerings

The District shall survey all teachers (concurrently with the Association) in advance of PD calendar-day offerings being designated, accounting for input-patterns across teachers by subject areas, life levels, and other specializations. All such surveys must be designed jointly by the District and the Association, with all survey results made immediately available to both parties. Any District-collected unit member PD post-feedback must be anonymous and must likewise be shared with the Association upon its availability. PD offerings shall acknowledge and reflect survey results, but need not be exclusively limited to survey findings. It is understood that State mandates, curricular changes, safety needs, and other identified needs may dictate additional PD offerings outside surveyed results.

6.18.6 Required Asynchronous Trainings

When unit members are required to complete asynchronous training, (e.g. Keenan online training) time to complete the training shall occur during any of the following times whenever explicitly scheduled as such by the District:

- teacher PD day training slots
- the orientation day before the first day of school for students (6.18.2.1)
- regularly scheduled staff meetings

All required training shall be completed within the required timeline. If a timeline requirement is not met due to lack of time provided, the teacher shall be paid at their hourly rate for the time required to complete the training.

Newly hired teachers will be provided time for required initial Keenan training during orientation week.

6.18.7 Bargaining of Instructional Year

Beginning in the 2022-2023 school year, the instructional calendar will be negotiated and developed for the upcoming three instructional years. For example, by the end of the 2022-2023 instructional school year, the 2023-2024, 2024-2025, and 2025-2026 school year calendars will have been completed. Through this process, calendars will be provided that extend out for three years perpetually.

The District and Association reserve the right to mutually waive this provision, its timing, or the length of calendar establishment for any cycle.

6.19 Procedure When Substitute Is Not Available

Stockton Unified School District (“District”) and Stockton Teachers Association (“Association”) hereby agree to the following procedure if the substitute is not available: If a substitute is not available for a classroom teacher, the site administrator or designee has the discretion to request that a classroom teacher or teachers, on a voluntary basis, teach the additional students for one (1) day or one (1) instructional period. These additional students may not be counted for class size overages.

- a. Class Splitting (sites and programs without prep periods, usually elementary and intermediate) (~~“class-splitting”~~)

At the elementary level, the site administrator or designee may select from a list of teacher volunteers on a voluntary basis to teach the additional students for the day. The current substitute daily rate of pay shall be paid entirely to one (1) classroom teacher if that teacher teaches all of the additional students for the entire day, or shall be split proportionately if two (2) or more classroom teachers each teach the additional students for the entire day.

At the middle school level, the same shall apply as with the elementary level above except when prep-period based coverage is used rather than class splitting (similar to a high school schedule) in which case the secondary subsection below shall apply.

The same shall likewise apply in any other school context in which coverage cannot be sought through teachers substituting during their prep periods, e.g. teachers at the site do not have prep periods.

- b. Prep-Period Based Substituting (typically secondary) (~~prep-period based substituting, whole-class~~)

At the secondary level (understood to include all contexts in which class coverage can be sought through other teachers covering an unfilled absence by substituting during their prep periods), the site administrator or designee may select from a list of teacher volunteers to teach one (1) period only during his/her prep period. For traditional teaching assignments (i.e., six year-long periods of five classes and one preparation period), each teacher who teaches one (1) period during the teacher’s prep period shall be paid one fifth (1/5) of the current substitute daily rate of pay.

For non-traditional schedule assignments, this subsection’s fractional per-diem rate shall be modified in proportion to the difference in schedule. E.g. in a 4x4 block schedule wherein teachers have a preparation period and three classes of around 90 minutes each, the pay rate for substitute coverage by a teacher is one third (1/3) of the pertinent substitute rate rather than one fifth (1/5). In such coverage, teacher/lesson preparation is considered the

responsibility of the teacher of record, not of the teacher substituting.

c. Secondary Prep Buyout (semester long teaching assignment during prep, not substituting)

Whenever in a secondary level context (i.e., the teacher teaches an extra class long-term during their prep, rather than merely substituting for a class period for the day), the teacher's additional class coverage and recognized preparation labor shall accordingly be compensated with one fifth ($1/5$) of the teacher's per-diem. This compensation applies to all instructional days the teacher is responsible for the extra class, Adequate teacher preparation time is still the responsibility of the teacher who accepts this additional class period.

For non-traditional schedule assignments, this subsection's fractional per-diem rate shall be modified in proportion to the difference in schedule. E.g. in a 4x4 block schedule wherein teachers have a preparation period and three classes of around 90 minutes each, the pay rate for prep-period buyout is one third ($1/3$) of the teacher's per diem. Adequate teacher preparation time is still the responsibility of the teacher who accepts this additional class period.

d. Substitute Teachers During Prep

If a substitute teacher at the secondary level voluntarily teaches a sixth period, the substitute shall be paid one fifth ($1/5$) of the current substitute daily rate of pay for the sixth period, as the normal high school absence coverage would have been five classes.

For non-traditional teaching contexts (as above), this fractional substitute daily rate shall be likewise modified in light of the site's teaching schedule. E.g. in a 4x4 block schedule, the substitute teacher would be paid an additional one third ($1/3$) for covering a fourth class in addition to the three classes required to cover for one absent teacher.

e. Non-Classroom Teachers

Unit members with no class-based assignment (i.e. no student class roster) who substitute for classes in addition to their normal duties shall receive compensation commensurate with the previous subsections. Class splitting with accompanying ratios shall not be used in these instances, but only whole classes.

Namely:

- current substitute daily rate of pay for full-day elementary/intermediate;
- one fifth ($1/5$) of the current substitute daily rate for a traditional secondary period;
- one third ($1/3$) of the current substitute daily rate for a 4x4 secondary period; and
- similarly respective proportionate fractions for other schedules.

At minimum, this subsection applies to Program Specialists and Instructional Coaches. However, it is understood by the Parties to apply universally to any unit member not already rostered students for live instruction/support during the time slot(s) they are substituting.

This procedure shall apply only to the TK-12 program.

Time sheets for timely payment must be submitted to the administrator on the last working day of each month.

6.20 Parent/Teacher Collaboration & Engagement

6.20.1 Teachers shall collaborate and engage with parents throughout the course of each school year. Parent/teacher collaboration is recognized as already ~~shall be~~ compensated for ~~nine (9)~~ eighteen (18) hours salary as reflected in the existing salary schedule ~~Article 18~~.

6.20.2 Activities that successfully fulfill parent/teacher collaboration shall include:

- a. At least 9 hours of Parent/teacher conferences for instructional positions
- b. At least 3 hours total combined time distributed between one fall Back to School Night & one mandatory parent engagement event in the spring (often called an "Open House" but may potentially be a second Back to School Night, a multicultural event, etc.), each scheduled on an instructional workday.

Each teacher shall receive a notice from the site administrator ten (10) working days prior to the fall Back to School event, as well as twenty (20) working days prior to the mandatory spring event, identifying the date and times respectively.

- c. A combination of at least 6 hours of:
 - Additional Parent Conferences
 - Additional site-sponsored parent-involvement events, such as: AVID Parent Night, STEM night, Multicultural events, etc.
 - Lengthening of the required Back to School Night / Spring Open House
 - Attend, guide or chaperone extracurricular events at the teacher's own site whenever student families/volunteers also have the option to potentially attend, guide or chaperone.
- d. Bargaining unit members in non-instructional positions, or who are otherwise without a class roster, may fill all such hours above using any one (or any combination) of the options above. For teachers whose position primarily serves adult learners, the parties recognize that outside-school-hours engagement with the students themselves fulfills 6.20.2.a above.

6.20.3 Accountability

It is the professional responsibility of each teacher to plan and initiate academically focused engagement of their students' families with appropriate timing and methods.

The administrator may request a simple "names and dates" listing of any teacher's fulfillment of academic parent-engagement when:

- a progress report and report card window have elapsed; and
- the teacher's parent-hours fulfillment (for the year so far) is a concern to the administrator based on whatever evidence or documentation may be available.

Such an accounting must only request the names of the students, parent or guardian, date engaged, and indication of whether academic contact occurred or the family did not participate ("no show" / unresponsive).

STA and SUSD may collaborate on a jointly recommended form for this purpose, though such a form would not be mandatory.

Parent conferences will first prioritize parent/teacher meetings for students not meeting standards or in danger of failing and will occur within thirty (30) days after each semester/trimester progress reports/report cards. This at minimum includes those students not yet meeting standards (or potentially failing to attain class credits) with potential to succeed with intervention, but may also include students already achieving who could excel further with enrichment.

- d. ~~High School classroom presentations~~
- e. ~~Academic Parent Teacher Meetings (e.g. SIG)~~
- f. ~~Parent training~~
- g. ~~Subject matter presentations~~

~~6.20.3 Beginning in the 2017-2018 school year, an additional nine (9) hours of Parent Teacher Collaboration and Engagement time will be added to be used for parent teacher conferences.~~

Elementary Schools:

~~At least fifteen (15) hours will be used for parent/teacher conferences and will be completed within forty five (45) working days of the Fall assessment results being available. At a minimum, teachers will make all reasonable efforts to conference with parents in the Fall. If any of the fifteen (15) hours remain after meeting all parents in the Fall, the remaining hours may be utilized after the Winter assessment. The other three (3) hours will be used for open house or back to school night. Each elementary school will have a Fall back to school night and a Spring open house.~~

High Schools:

~~Each high school will spend at least nine (9) hours on parent conferences. High school parent conferences will prioritize parent/teacher meetings for students in~~

proposal clarification cleanup

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~~danger of failing and will occur within thirty (30) days after first semester and second semester progress reports. Three (3) hours will be used for open house or back to school night. Each high school will have a Fall back to school night and a Spring open house. For the remaining six (6) hours, each high school teacher will choose at least one of the activities listed in Article 6.20.~~

7. LEAVES

7.1 Definitions

7.1.1 "Immediate Family" is defined as, the employee's spouse or registered domestic partner; or the parent, grandparent, child, grandchild, sibling, or aunt/uncle (inclusive of step-, half-, foster-, and -in-law) of the employee or of the employee's spouse or registered domestic partner; or any relative living in the immediate household of the teacher.

Subject to mutual approval by the District and Association, any state or federal regulations that would explicitly add qualifying relatives to the employee context of this Agreement shall be honored as part of the above list.

7.1.2 "Household" shall include blood relatives of the teacher or the teacher's spouse or registered domestic partner who reside in the domicile of the teacher.

7.1.3 "Paid Leave of Absence" means that a teacher shall be entitled:

- a. to receive wages and all fringe benefits;
- b. to return to the same assignment which (s)he enjoyed immediately preceding the commencement of the leave, contingent upon the provisions of the Transfer Policy; and
- c. to receive credit for annual salary increments provided during his/her leave.

7.1.4 "Unpaid Leave of Absence" means that a teacher shall be entitled to have the option to purchase the same fringe benefits accorded teachers who are on paid leave.

7.2 Class A Sick Leave

Absence due to illness; injury; quarantine; teacher visits to doctor, dentist or other health care practitioner; hospital care; home care; convalescent home care for treatment of any illness, injury or temporary physical disability verified in writing by the teacher's health care practitioner.

7.2.1 Regular full-time teachers shall accrue one (1) day of paid sick leave credit for each month in which they perform duties. In no case shall the teacher receive less than eleven (11) days for a regular school year.

7.2.2 The total days of sick leave accruing in each school year shall be credited from the first day of paid service in that school year. The District shall provide written notice to each teacher by October 15 indicating the accrued sick leave total and sick leave entitlement for the current school year.

7.2.3 A teacher may use credited sick leave at any time during the school year.

- 7.2.4 Regular part-time teachers shall accrue sick leave credit in proportion to the fractional equivalent of full-time in which they perform assigned duties, rounded to the nearest half-day increment.
- 7.2.5 Unused sick leave credit for any teacher who leaves the District prior to retirement or who retires from employment in the District shall be reported to the STRS (State Teachers' Retirement System) for the retirement benefit calculation pursuant to law.
- 7.2.6 Unused sick leave credit may be accumulated without limit and may be transferred to any other school district with a transferring teacher pursuant to law.
- 7.2.7 For summer school sick leave, refer to Article 13 (Summer School).
- 7.2.8 [For utilization of sick leave days for Discretionary Leave, see 7.21.](#)

~~Each teacher shall be entitled to utilize two (2) days of his/her sick leave allotment during each school year for discretionary leave. Discretionary leave may be utilized subject to fifteen (15) calendar days written notice via procedural leave input or via written notice to his/her supervisor.~~

~~Discretionary leave is only subject to approval/denial in any of the following three (3) conditions:~~

- ~~● If the leave is contiguous with non-instructional days, not including weekends (e.g., if it is adjacent to a week-long calendar break or three-day weekend);~~
- ~~● If numerous unit members have already indicated the same day for discretionary leave (over 5% of unit members in the District, or over 20% of unit members at the site, or half of members in the same small-District department);~~
- ~~● If discretionary leave is indicated fewer than fifteen (15) calendar days in advance as indicated above.~~

~~Under any of the three (3) conditions above, the District has the right to exercise discretion in anticipating hardship caused by the leave's timing and to potentially deny the leave accordingly. However, the District may not unreasonably deny discretionary leave, and can no longer deny discretionary leave once ten (10) instructional days have elapsed since the teacher's written notice of the leave was provided~~

- 7.2.9 Substitute teachers reference Article 22 (Substitute Teachers) for applicable sick leave provisions.

7.3 Class B Absence Other Than Illness

Class B leave may be granted for an absence requested for reasons involving the teacher's professional, civic, economic or physical well-being; or the well-being of the teacher's immediate family. The Superintendent may also approve a Class B leave for a teacher who is obligated to be unavoidably absent for other reasons. Such leave shall not be taken for recreation. No more than three (3) days of Class B leave may be granted in any one (1) school year. Class B leave shall not

accumulate. A deduction in the amount of the daily substitute rate shall be taken from the teacher's earnings for each day of Class B leave granted.

7.4 Leave for Compelling Personal Reasons (CPR)

Each teacher shall be entitled to eleven (11) days of his/her sick leave allotment during each school year for compelling personal reasons.

7.4.1 Compelling personal reasons means any business or civic endeavor or activity which cannot be conducted before or after school and which requires the presence of the teacher ([see examples below](#)). Leave for compelling personal reasons shall not be used for vacation or recreation.

[The following examples, while not exhaustive, illustrate circumstances definitively meeting the qualifications of compelling personal reasons:](#)

- a. [Bereavement for a loss not involving immediate family per 7.1.1 and therefore not qualifying for Bereavement Leave \(e.g., death of friends or of non-immediate family\)](#)
- b. [Imminent death \(anticipation of an imminent loss causing bereavement\)](#)
- c. [Sudden short-term caretaking responsibilities when other caretakers are unavailable](#)
- d. [Appointments only available during the unit member's contract hours due to another involved party's time constraints](#)

7.4.2 A teacher shall not be required to secure advance permission to use leave for the purposes listed above. When possible, teachers shall provide at least a 24-hour notice to the District of their intention to use leave for compelling personal reasons. It is understood by the District that situations may arise that prevent teachers from providing prior notice, and teachers will not be subject to any adverse impact in these situations.

7.4.3 Teachers shall be required to provide verification for use of CPR leave to the Human Resources Office when requested by the Assistant Superintendent of Human Resources, or designee.

7.5 Extended Illness Leave

Absence occasioned by any cause included under Class A which may be granted by the District for a period not to exceed five (5) months in any one (1) school year. Such leave shall not be granted until all unused credits for sick leave have been exhausted. Teachers granted extended illness leave shall receive the regular salary granted less the per diem rate for substitutes.

7.6 Parental Leaves

7.6.1 Maternity Leave

Any teacher who becomes pregnant shall be granted an unpaid leave of absence upon request for maternity leave purposes.

7.6.2 Pregnancy Leave

- 7.6.2.1 Pregnancy leave is a leave of absence for that period of time during which a teacher is temporarily disabled from employment due to pregnancy, miscarriage, childbirth or the recovery therefrom.
- 7.6.2.2 Notification for leave under this policy shall be made to the Assistant Superintendent of Human Resources in sufficient time to allow the District to arrange for a substitute. Notification shall be made no later than forty (40) days prior to the beginning date of leave requested.
- 7.6.2.3 The forty (40) day notice requirement shall be waived upon medical considerations verified by the teacher's physician.
- 7.6.2.4 Notification of Pregnancy Leave - The length of the leave of absence, including the date on which the leave shall commence and the date on which the teacher shall resume duties, shall be determined by the teacher and the teacher's physician.
- 7.6.2.5 The District reserves the right to verify the period of actual temporary disability by consultation between the teacher's physician and a District-appointed physician.
- 7.6.2.6 This policy shall not discriminate against evidence of treatment and the need therefore by the practice of the religion of any well-recognized church or denomination.
- 7.6.2.7 Accumulated sick leave shall be applied to the period of actual physical disability for absence made necessary by pregnancy, miscarriage, childbirth or the recovery there from.
- 7.6.2.8 The teacher's fringe benefits shall be maintained during such periods of actual temporary physical disability.
- 7.6.2.9 Any teacher returning from Pregnancy Leave which began and ended in the same school year shall be treated as returning from a period of temporary disability and shall be returned to the same assignment. In the event of a reduction in staff at the teacher's assignment site, the procedures provided for in Article 17, Transfer and Assignment, shall apply.
- 7.6.2.10 Any teacher returning from Pregnancy Leave at any other time shall be offered the same assignment which would have been offered had no such leave been taken, in accordance with procedures provided in Article 17, Transfer and Assignment. The assignment/slot the teacher left when she took her leave shall be reserved for her. The Human Resources Office shall continue to identify and hold that slot by recording any shifts in enrollment, etc. All such shifts shall be consistent with Article 17, Transfer and Assignment.

- 7.6.2.11 The District shall not, because of pregnancy of any female person, refuse to hire or employ her or refuse to select her for a training program leading to employment, or discriminate against her in compensation or in terms, conditions, or privileges of employment.

7.6.3 Child-Rearing Leave

Upon request, the District shall provide a male or female teacher who is a natural or adopting parent an unpaid leave of absence for the purpose of rearing his/her infant child. A teacher shall notify the District that (s)he intends to take such leave at least four (4) weeks prior to the anticipated date on which the leave is to commence. Child rearing leave will be expanded to allow a unit member to have the leave extended on a year-to-year basis for bona fide child rearing, not to exceed five (5) years under any circumstances.

- 7.6.3.1 Upon request, the District may extend the child-rearing leave, provided, however, that at the end of the extension, if it is for one (1) year or less, such teacher shall be entitled to return to the same position and shall not receive credit for a second annual salary increment but shall be entitled to other benefits provided in this section.

7.6.4 Adoption and Bonding Leave

7.6.4.1 Any teacher who is adopting a child shall be entitled to three (3) days of paid leave for the purpose of caring for the needs of the adopted child and may be given an unpaid leave of absence upon request.

7.6.4.2 The "Parties" agree to Bonding Leave Provisions contained in Education Code section 44977.5.

7.7 Industrial Accident and Illness Leave

Section 44984 of the Education Code is supplemented as follows:

7.7.1 The number of days for one (1) leave or the total number of days allowed in one (1) school year for more than one (1) such leave shall not exceed sixty (60) days.

7.7.2 The teacher's temporary disability indemnity and the portion of salary due him/her during his/her absence shall equal his/her full salary.

7.7.3 A teacher shall be deemed to have recovered from an industrial accident or illness, and is thereby deemed able to return to work, at such time as he/she and his/her physician agree that there has been such a recovery.

7.7.4 An industrial accident or illness, as used in this paragraph, means any injury or illness whose cause can be attributed to the performance of service for the District.

7.7.5 A teacher using this leave shall return to his/her same position.

7.8 Bereavement Leave

The Superintendent or designee shall grant a paid leave of absence to a teacher in the event of the death of a member of the immediate family or the teacher's household as defined herein. Three (3) days of such leave will be granted when travel does not exceed 250 miles one way or five (5) days if travel exceeds 250 miles one way. This leave shall not be deducted from sick leave.

Subject to the availability of substitutes to cover the existing duties, the District will also provide bereavement leave during the work day for teachers to attend a memorial service or funeral for a deceased staff member or for that of a student who had been enrolled with the staff member in the current term. This leave shall extend for the time necessary to attend such service in the local area.

The District reserves the right to request documentation for all bereavement leave.

~~For m~~Members experiencing bereavement regarding ~~family someone~~ not explicitly considered "Immediate Family" per 7.1.1 ~~(e.g., close friends or non-immediate family), see are permitted to use refer to~~ Compelling Personal Reasons leave ~~usage (7.4.1), as bereavement for non-immediate family qualifies as a compelling personal reason.~~

7.9 Jury Leave

A teacher called as a trial juror shall be given release time to fulfill the duties of jury service for the number of days certified by the jury commissioner. During such period, the teacher's daily rate of earnings shall be reduced by the fee collected for such service except mileage.

7.10 Emergency Leave

The Superintendent or designee may authorize leave up to two (2) working days when a member of the teacher's immediate household or immediate family as defined herein who suffers an accident, sudden illness or injury, is hospitalized or delivered to a physician's office or treatment facility or when the identified person is in need of such emergency treatment. The circumstances of the emergency must be verified in writing to the Superintendent or designee within 72 hours after the return of the teacher to regular duties. Days of leave taken under this section shall be deducted from the entitlement of sick leave at the rate of one-half day per day of emergency leave. A total of four (4) emergency leave days per school year may be authorized.

7.11 Legislative Leave

A teacher who is elected to a local, state or national office shall be entitled to an unpaid leave of absence for the length of his/her term or terms of office.

7.11.1 The teacher on such leave shall notify the District of his/her intended return at least three (3) months in advance.

7.11.2 The teacher on such leave shall be entitled to return to his/her same position at the end of the leave, but shall not be entitled to any of the other benefits accorded by Section 7.17.

7.12 In-Service Leave

Teachers may be granted one (1) day or less paid leave for each school year for the purpose of (a) visiting another school or department within the District or in another district for professional improvement, or (b) attending a conference at the teacher's own expense, which has been approved by the Associate Superintendent of Educational Services. In any instance, advance approval must be given. The teacher shall apply for such approval to the principal.

7.13 Military Leave

- 7.13.1 A teacher who is inducted, enlists, enters, or is otherwise ordered or called into active as a member of the armed forces of the United States, shall be granted a military leave of absence.
- 7.13.2 Any teacher who is a member of the reserve corps of the armed forces or of the National Guard or the Naval Militia shall be entitled to a temporary leave of absence while engaged in military duty ordered for purposes of military training, drills, encampment, naval cruises, special exercises, or like activity, providing that the period of duty does not exceed 180 calendar days including the time involved in going to and returning from such duty.
- 7.13.3 Upon return from military service to District service, a teacher shall be entitled to all the rights privileges which he/she would have enjoyed if he/she had not been absent.
- 7.13.4 Any teacher recalled by the military while employed shall continue advancement on the salary schedule in the same manner as though he/she were teaching, however, unit requirements must be met for the next step.
- 7.13.5 A teacher who is called into active military duty or who is on a temporary military leave of absence, and who has been in the service of the District for a period of not less than one year immediately prior to the date on which the absence begins, shall be entitled to receive one-tenth of his/her annual salary. The school district shall pay him/her this amount immediately upon receipt of verified information which indicates that the teacher is actually in military service and has been so for at least thirty (30) days. No more than one (1) payment shall be allowed for this leave during any one (1) fiscal year.

7.14 Association Leave

7.14.1 Association President's Leave

7.14.1.1 Upon request of the Association, the Association President shall be granted a leave of absence during his/her term of office to conduct business pertinent to Association affairs.

7.14.1.2 The Association President shall be paid his/her full salary and fringe benefits by the District; and the Association shall reimburse the District for the full salary, related costs, and fringe benefit expenses.

7.14.1.3 Upon termination of an Association leave, the Association President shall maintain placement at the worksite worked at immediately prior to the transition to being fully released as president before any provisions of Article 17 (Transfer and Assignment) take effect, such as Rebalancing provisions. In anticipation of this release terminating, the Association President retains access to all forms of voluntary transfer listed in Article 17.

7.14.2 Other Association Leave

The District shall grant Association leave to teachers designated by the Association President to attend to lawful business pertinent to Association affairs. Such leave shall be limited to a maximum of ten (10) days for any individual unit member each school year; however, additional days shall be granted for unit members to attend state or national conferences. The Association shall request such leave by advance written notice to the Assistant Superintendent of Human Resources.

Association shall pay the District the amount of the daily substitute rate for each day of leave in accordance with this section.

7.15 Sabbatical Leaves

Leaves during any semester shall be limited to 1% of the teachers in the unit. If the number of eligible applicants does not exceed 1% each of the applicants may be granted a sabbatical leave so long as the purpose of such leave is to pursue a program of study, research, or travel which may be of benefit to the schools as determined by the District. If the number of eligible applicants exceeds the 1% maximum, selection may be made on the basis of District-wide seniority, subject only to the same purpose-of-program restriction referred to above.

7.15.1 The District shall pay to a teacher on sabbatical leave fifty (50%) percent of his/her full salary. There shall be no reduction in fringe benefits during the term of a teacher's sabbatical leave.

7.15.2 A teacher who is to go on sabbatical leave and the District shall develop a payment schedule which is mutually acceptable to both parties at least thirty (30) days before the sabbatical leave is scheduled to commence.

7.15.3 The District shall provide the Association with sabbatical leave application forms within thirty (30) days of the Agreement.

7.15.4 While on sabbatical leave a teacher shall be eligible for all leaves of absence enumerated in this Article.

7.15.5 Sabbatical Leave-Application Process

7.15.5.1 Any teacher 62 years of age or under, who has satisfactorily completed seven (7) consecutive years of teaching and/or administrative service in the District, four (4) of which must have been as a tenured teacher, may apply for sabbatical leave. No more than one (1) full year of sabbatical leave shall be granted any teacher during a seven (7) year period of employment.

- 7.15.5.2 A complete, formal application form for a sabbatical leave, including the plan for study and/or travel, must be filed with the Human Resources Office before November 1 of the year preceding the school year for which the leave is requested (Applications received after the November 1 deadline will be given consideration only if there are available slots after those applications received prior to the November deadline have been processed).
- 7.15.5.3 An applicant will be notified of the receipt of his/her sabbatical leave application within ten (10) days.
- 7.15.5.4 Applications will be submitted to the District at its first public meeting in January.
- 7.15.5.5 Applicants will be notified of approval or disapproval of the applications not later than February 1.
- 7.15.5.6 Acceptance of the sabbatical leave must be made in writing by February 10.
- 7.15.5.7 Alternates will be designated. Alternates will be notified in designated order, according to the provisions of the policy, if any sabbatical leaves are not accepted.
- 7.15.5.8 If an accepted applicant wishes to become an alternate, the first alternate will be given the sabbatical leave and the accepted applicant will be placed on the alternate list.
- 7.15.5.9 The teacher must agree to return to service in the District for a two (2) year period after the completion of the sabbatical leave.
- 7.15.5.10 Placement in the same school and position upon return from sabbatical leave shall be guaranteed in writing, contingent upon the provisions of the Transfer Policy.

7.15.6 Indemnity Bond

If the teacher chooses to be paid during the time he/she is on leave, he/she shall post a suitable bond, before beginning sabbatical leave, indemnifying the District for any salary paid him/her during the period of sabbatical leave in the event he/she fails to complete his/her proposed program of study and/or travel or fails to return to the District to teach for at least two (2) years immediately following his/her sabbatical leave.

Failure of a teacher to return to teach in the District for at least two (2) years immediately following his/her sabbatical leave or failure to complete satisfactorily his/her scheduled program of study and/or travel shall not result in forfeiture of his/her bond, provided such failure is due to his/her death or physical or mental disability certified by a licensed physician.

7.15.7 Report of Leave

A written report must be submitted to the Superintendent within sixty (60) days after the teacher returns. This report should contain the names of the areas visited, the courses completed, the material such as slides, pictures, or other things which could be exhibited, and other contributions he/she can make to the District as a result of his/her leave.

7.15.8 Short-Term Sabbatical Leaves

In addition, the District may grant short-term sabbatical leaves.

7.15.8.1 Such leaves will be for the same purposes as listed above.

7.15.8.2 A total of twenty (20) weeks during the school year will be provided.

7.15.8.3 A teacher granted a short-term sabbatical leave shall receive fifty (50) percent of his/her scheduled salary for this period.

7.15.8.4 No individual leave shall be granted for less than two weeks (2) nor more than four (4) weeks.

7.15.8.5 A teacher must have completed seven (7) consecutive years of full-time service in the District before becoming eligible for a short-term sabbatical. No more than one (1) short-term sabbatical shall be granted a teacher during a seven (7) year period.

7.15.8.6 This will not preclude a teacher from participating in the full-year sabbatical leave program described in 7.15.1 through 7.15.7.

7.16 Other Leaves

7.16.1 Upon request of the teacher, the District may grant a paid or unpaid leave of absence to any teacher for a purpose other than those listed above. This leave is granted on a year-to-year basis, not to extend beyond three (3) years, except in cases of leave for educational renewal which may be extended to five (5) years. The District shall annually request in writing that teachers on leave declare their intent to return. This request may be made as early as January 1 of each year. Unit members must respond within forty (40) calendar days of the written notice from the District.

7.16.2 A teacher shall be entitled to leave to serve as a witness under subpoena other than as a litigant and not brought through the connivance or misconduct of the unit member.

7.16.3 A teacher shall be entitled to one (1) day of paid leave to care for his/her dependent(s).

7.17 Catastrophic Leave Program

Using days contributed to the Catastrophic Leave Bank ("CLB") from enrollment as outlined in 7.17.7, 7.17.8, and/or previous enrollment contributions, a catastrophic leave program shall provide additional sick leave benefits for enrolled members as follows:

- 7.17.1 A teacher who is entitled to paid sick leave and who is experiencing catastrophic illness or injury is entitled to the benefits of this program if the teacher has exhausted all of his/her sick leave.
- 7.17.1.1 The teacher must provide verification of catastrophic illness or injury in a manner acceptable to the District and must request the leave in writing.
- 7.17.1.2 The teacher must have previously become a member of the Catastrophic Leave Program pursuant to Section 7.17.5.
- 7.17.1.3 The benefits of this program are limited to one (1) occurrence per fiscal year.
- 7.17.2 "Catastrophic illness" or injury means an illness or injury that is expected to incapacitate the teacher or a household member (as defined in 7.1.2) for whom the teacher is the caretaker for an extended period of time, and the taking of extended time off work creates a financial hardship for the teacher because he/she has exhausted all sick leave.
- 7.17.3 "Eligible leave" credits means sick leave accrued to the donating employee.
- 7.17.4 In order to be eligible for this program, the teacher must be eligible for benefits under the salary protection insurance policy. The maximum allocation from the Catastrophic Leave Bank shall be no more than the difference between the number of personal sick leave credits the employee has accumulated at the beginning of the absence, and the thirty (30) calendar days' waiting period for the income protection plan benefits to commence.
- 7.17.5 A teacher may become a member of the Catastrophic Leave Program, and thereby become eligible for receipt of benefits under the program, by filing with the Human Resources Office an irrevocable donation of one (1) sick leave credit per school year unless the assessment is suspended pursuant to Section 7.17.6. All donations must be in full-day increments and are non-refundable. Donations beyond one (1) day per fiscal year must be approved by the District.
- 7.17.6 A committee comprised of three (3) representatives from the Association shall be established. The committee shall meet with a representative from the Human Resources to review and approve all applications for leaves to be charged to the Catastrophic Leave Bank. Each year, this committee has the authority to determine that an assessment for that year is unnecessary. The committee shall make such determination and notify the District not later than July 1st of each school year if the deduction of one day (1) sick leave credit is to be suspended for that year.
- If this committee (or the Association in lieu) do not stipulate such suspension and the CLB has less than 500 days banked, deductions shall continue for CLB enrollees.
- 7.17.7 Commencing with the 2021 calendar year:
- 7.17.7.1 An annual enrollment period shall be announced to be made available during the month of May. The effective starting date of coverage for any enrollee shall be July 31 of the calendar year following the calendar year when the member enrolled.

(Intent: a member enrolling in May experiences a deduction a few months later, but is not eligible for CLB usage yet. The following year, upon making a second CLB day donation, the member becomes eligible.)

7.17.7.2 By June 30 of each year, the District shall provide the Association a report containing the most recent fiscal year of CLB numbers regarding enrollment, transactions, and balances. This shall include beginning and ending balances of days, the number of days donated, and total usage over the year, and include copies of previous years as requested.

7.17.8 Newly hired teachers shall have thirty (30) calendar days from the date of employment to enroll in the Catastrophic Leave Program and the effective date of coverage shall be first day of the month following enrollment. Newly hired teachers who enroll during the spring semester shall be exempt from assessment for the following school year.

7.17.9 To discontinue membership in the Catastrophic Leave Program, the member must provide written notice of the intent to withdraw during the period of June 15 to June 30 of each fiscal year, to be effective for the following fiscal year.

7.18 Miscellaneous

7.18.1 Absence for any purpose not enumerated shall be deemed to be an unauthorized leave. No teacher shall receive compensation for unauthorized leave.

7.18.2 A teacher's notification to the District that (s)he intends to resign shall remain revocable until such time as the District officially takes action on such notification.

7.18.3 Deductions from the pay of teachers for substitutes shall be made at the rate of pay actually paid to the substitute.

7.18.4 Prior to a teacher being docked pay for any reason, the District shall conduct an audit of the teacher's leave entitlement and inform the teacher of his/her entitlement and the proposed docking.

7.19 Family Care and Medical Leave

Any employee who has more than 12 months' service with the District, and who has provided at least 1,250 hours of service during the preceding twelve (12) month period is eligible for family care leave.

When members have concerns regarding the above qualifications, those concerns are eligible to be addressed during regularly held meetings between Human Resources and the Association. This includes members seeking to verify compliance with AR 4161.8/4261.8/4361.8.

The District may deny family care leave to a salaried employee who is among the highest-paid ten percent of district employees where the refusal is necessary because restoration of the employee to his or her position following the leave will result in substantial and grievous economic injury to the operations of the District. Prior to the leave, such an employee will be notified of his or her

status as a key employee and the District's determination that it will refuse to reinstate the employee after the leave due to the above-described substantial and grievous economic injury which will result to the District.

If both parents of a child work for the District, each parent may take up to 12 weeks of family care and medical leave related to the birth or placement of the child. (see Board Policy AR 4161.8/4261.8/4361.8 for additional information).

7.20 Half-Day Leave

Whenever a half-day of leave is taken, the teacher's remaining half-day work hours commitment shall mirror the half-day calculation outlined for substitute teacher coverage in 22.4.1, with 50% of the day referring to 50% of the teacher's actual contract-day minutes.

7.21 Discretionary Leave *[relocated from being a subsection of 7.2]*

Each teacher shall be entitled to utilize ~~two (2)~~ three (3) days of his/her sick leave allotment during each school year for discretionary leave. Discretionary leave may be utilized subject to fifteen (15) calendar days written notice via procedural leave input or via written notice to his/her supervisor.

Discretionary leave is only subject to approval/denial in any of the following three (3) conditions:

- If the leave is contiguous with non-instructional days, not including weekends (e.g., if it is adjacent to a week-long calendar break or three day weekend);
- If numerous unit members have already indicated the same day for discretionary leave (over 5% of unit members in the District, or over 20% of unit members at the site, or half of members in the same small District department);
- If discretionary leave is indicated fewer than fifteen (15) calendar days in advance as indicated above.

Under any of the three (3) conditions above, the District has the right to exercise discretion in anticipating hardship caused by the leave's timing and to potentially deny the leave accordingly. However, the District may not unreasonably deny discretionary leave, and can no longer deny discretionary leave once ten (10) instructional days have elapsed since the teacher's written notice of the leave was provided.

13. ~~SUMMER SCHOOL~~ SUMMER LEARNING ACADEMY

13.1 Settings and Timeframes

- a. Summer Learning Academy (“SLA”) will take place immediately following the end of the regular instructional year, with its exact dates identified and announced by the District/Site via program postings for teacher recruitment, communicated no later than April 1. For summer 2023 programs only, this April 1 deadline shall instead be within 10 (ten) school days of this MOU being ratified.
- b. All comprehensive secondary sites will host SLA.
- c. Non-comprehensive secondary sites may also host SLA by opting in.
- d. Elementary sites host SLA by opting in.

13.2 Schedules

- a. For secondary-site programs, teacher hours will be in accordance with Article 6.6. Student hours will be scheduled for up to three daily sessions:

Morning session: 8:00am to 12:00pm (teaching hours 7:45am to 12:15pm)
Afternoon session: 12:30pm to 4:30pm (teaching hours 12:15pm to 4:45pm)
Remote virtual session: 5:00pm to 8:00pm (teaching hours 4:45pm to 8:15pm)

Teachers shall additionally be compensated for 30 minutes of preparation time per day, per secondary-site SLA shift.

Teachers must only teach a maximum of two shifts. For any teacher who works two of the above session-shifts when the shifts are immediately consecutive, the District/Site shall also ensure a 30-minute lunch break. (This means a morning and afternoon session is only 9.5 compensated hours, not 10; similarly, a teacher working afternoon and evening-remote shifts is released for lunch between 4:30 and 5:00pm, and is compensated at only 8.5 hours rather than 9. However, morning and evening-remote shifts combined still equates to 9 total hours.)

- b. For elementary-site programs, student hours will be 8:00 am to 12:30 pm (with teaching hours being 7:45 am to 12:45 pm per **Article 6.6**). Teachers shall be compensated for (5) hours per day (includes 15 minutes before and after). This assignment is considered a single shift.

Note: Teachers working at an elementary SLA have the option to apply for additionally working a secondary evening-remote shift if credentialing allows.

- c. Elementary orientation and preparation: Elementary-site programs shall include 10 (ten) compensated hours before the summer program starts, without students, scheduled reasonably at site discretion. These hours shall include at least 6 (six) hours of teacher

in-room preparation time, with up to 4 (four) hours consisting of professional development and/or meetings.

13.3 Class size for SLA must be no more than 20 to 1 at the elementary level (with 20 as a hard cap), and 32 to 1 at secondary level (with 32 as a hard cap).

13.4 SLA teacher salary schedule shall be in accordance with the teacher's hourly rate (see Appendix G), paid through the timesheet submission and payment cycle.

13.5 Teachers shall not be required to teach SLA. Participation in SLA is optional for teachers.

13.6 SLA teachers shall be given preference for the SLA teaching vacancies at their own school site provided such teachers are appropriately credentialed to teach the subject matter. If a sufficient number of current SLA teachers are not available to teach at any given SLA site, that site will work with Human Resources and the Stockton Teachers Association to identify teachers eligible to work at the appropriate level/subject/assignment provided they hold the appropriate credential pertinent to the teaching assignment.

13.7 SPED/RSP support

- a. Ed Specialists (herein referring to Resource Specialists and SDC teachers) shall provide support in SLA classrooms in which students are identified to receive targeted intervention. Any such Ed Specialist daily schedules shall accordingly mirror that of classroom teachers (same hours, single site), except when the assignment is posted as being on a consulting and/or itinerant basis with hours and/or site(s) explicitly differing from classroom teacher assignments.
- b. Ed Specialist instructional support may consist of whole-class co-teaching, and/or individual student support, and/or delivering small group instruction. All such Ed Specialist support for students may also include those who have historically struggled academically, as well as those who experienced significant learning loss and/or chronic absenteeism.
- c. Under no circumstance shall SLA Ed Specialists be required or expected to deliver SAI minutes as per a student's IEP, nor to complete case management duties. However, upon a student's enrollment, the student's classroom teacher(s) and any relevant Ed Specialist(s) shall be alerted to the student's pertinent IEP accommodations that may best support the student in the SLA setting. This is to equip general education teachers, administration, and Ed Specialists (as available) to collaborate on best practices for student accommodations and/or differentiation.

13.8 The District/site shall make every effort to notify selected SLA teachers no later than May 15. Teachers must respond to selection notification no later than ten (10) calendar days from the date of mailing of the notification. The District/site must provide SLA teachers with their SLA notice of assignment by the last teacher work day of the normal school year.

- 13.9 The District/site reserves the right to determine staffing needs of SLA teachers based on enrollment figures and to adjust staffing based on enrollment.
- 13.10 A change in assignment shall be agreed upon and between site leader and teacher.
- 13.11 The teacher shall have the right to request and shall receive written reasons when a change of assignment is made.
- 13.12 One (1) day of SLA sick leave shall be granted to each SLA teacher per shift. Such sick leave shall be limited and is cumulative to summer school usage, and is not involved with regular per-diem employment sick leave. Each site is responsible for classroom coverage if a teacher is unable to perform teaching duties as planned.
- 13.13 At the end of the summer session, a summer school teacher may opt to be paid for the one (1) day of unused sick leave per shift earned during the current summer session. Payment for the one (1) day of unused summer session sick leave per shift will be made at the teacher's request and at the teacher's daily summer school rate. The request for pay for unused sick leave will be made no later than the last day of the summer session. If the teacher elects not to be paid, the sick leave day per shift accumulates in accordance with contract language.
- 13.14 The following leaves do not apply and cannot be used during summer school:
(1) Pregnancy, (2) Emergency, (3) Class B, (4) Dependent, (5) Maternity,
(6) Child Rearing, (7) Adoption, (8) Legislative, and (9) In-Service.
- 13.15 Teacher evaluation is no longer part of Summer Learning Academy and accordingly will not occur.
- 13.16 Lead Teachers

Whenever an Association bargaining unit member fills the quasi-administrative role of Lead Teacher (for any District-sponsored instructional program outside the regular contracted instructional calendar), the following shall apply:

- a. Any Lead Teacher's compensation will be their hourly rate.
- b. On the instructional days of an elementary SLA program, the Lead Teacher's hours and sick leave provisions shall mirror those of teachers working the program, plus an additional 15 minutes at the beginning and end of the normal teaching shift. This adds 30 compensated minutes per instructional day of the program for the lead teacher, such that the Lead Teacher nets 5.5 compensated hours instead of 5.
- c. On the instructional days of any secondary SLA program, the Lead Teacher's hours likewise include an additional 15 minutes at the beginning and end of shifts they are present on site to support.

- d. Additional time will be compensated (and proactively disclosed) for time asked of the Lead Teacher to be “on call” for support (or remote support) of other shifts (secondary PM, evening-remote, ELOP, etc.).
- e. No more than 9.5 compensated work hours may occur per instructional day (e.g., 7:30am – 5:30pm with a duty free 30-minute lunch).

13.17 Program Preparation and Potential Extra Trainings

- a. Sites are allocated time to prepare for summer programming. In the event the responsible administrator is unable to complete the prep work, any teacher asked to assist will be compensated hourly.
- b. Whenever any additional mandatory training is unavoidably required beyond what is elsewhere stipulated in this MOU/article (whether for Lead Teachers or other teachers), all pertinent teachers shall be alerted and compensated hourly for the time needed.

13.18 Intersession for High Schools

For any intersession (offered in the Fall, Winter and Spring), Lead Teacher work hours will likewise have 15 additional minutes before and after classroom teacher work hours (e.g. 7:45am–12:15pm for classroom teachers will mean 7:30am–12:30pm for a Lead Teacher).

Other on-call support hours may be stipulated in advance by the District and compensated accordingly. Program preparation hours for intersession shall operate under the same guidelines as for SLA (see section 15.2).

~~13.1—Summer school programs are optional and operated at the discretion of the District.~~

~~13.2—No teacher shall be required to teach summer school.~~

~~13.3—Teachers shall be given first preference for summer school teaching vacancies provided such teachers are qualified to teach the subject matter.~~

~~13.4—The District shall make every effort to notify selected summer school teachers no later than May 15. Teachers must respond to selection notification no later than ten (10) calendar days from the date of mailing of the notification.~~

~~13.5—Secondary summer school programs (grades 7-12) will be 29 student contact days in duration, as permitted by State Department of Education Guidelines. Instructional time will~~

~~include two (2) 125-minute periods, and a 35-minute break/preparation time will be scheduled between the two periods.~~

~~13.6 — Sick Leave~~

~~13.6.1 One (1) day of sick leave shall be granted to each summer school teacher. Such sick leave shall be limited and is cumulative to summer school usage, and is not involved with regular employment sick leave.~~

~~13.6.2 At the end of the summer session, a summer school teacher may opt to be paid for the one (1) day of unused sick leave earned during the current summer session. Payment for the one (1) day of unused summer session sick leave will be made at the teacher's request and at the teacher's daily summer school rate. The request for pay for unused sick leave will be made no later than the last day of the summer session. If the teacher elects not to be paid, the sick leave day accumulates in accordance with this Section.~~

~~13.6.3 The following leaves do not apply and cannot be used during summer school:~~

~~(1) Pregnancy, (2) Emergency, (3) Class B, (4) Dependent, (5) Maternity, (6) Child Rearing, (7) Adoption, (8) Legislative, and (9) In-Service.~~

~~13.7 — Transfer/Assignment~~

~~13.7.1 The District reserves the right to transfer summer school teachers based on enrollment figures and to terminate employment based on enrollment and staffing needs.~~

~~13.7.2 A change in assignment shall only be made for good and sufficient reason.~~

~~13.7.3 The teacher shall have the right to request and shall receive written reasons when a change of assignment is made.~~

~~13.8 — Class Size~~

~~13.8.1 The class size guidelines for summer school shall be 35 to 1 at the elementary and secondary levels, with an enrollment cap of 40 pupils. Up to seven (7) days will be allowed to make class size adjustments to meet the individual class size cap of forty. Classes may be dropped when the enrollment for classes goes below 20 to 1 in an individual class.~~

~~13.8.2 In the event the class size cap of 40 is exceeded, a committee composed of the summer school principal (or designee), the teacher, and the president of STA (or designee) will meet to determine whether a waiver is warranted. A counselor may attend as an ex-officio member.~~

~~13.8.3 Overages will be paid for student enrollments over 35 and will begin on the eighth (8th) day of the overage.~~

~~13.9 Salary~~

~~Summer school teachers shall be paid based on an hourly rate as listed in the Article on Wages.~~

~~Summer school teachers shall be paid twice: (a) on or about July 15 for days worked in June; (b) on or about August 15 for days worked in July.~~

~~13.10 Evaluation~~

~~A summer school teacher shall be evaluated at the conclusion of the summer school session. Teachers shall be given a copy of any evaluation report and shall be given the opportunity to review each report with the person preparing it and comment in writing on the report before it is submitted to the teacher's personnel file.~~

~~13.11 Summer School Point System~~

~~The teachers with the highest number of points will be selected to teach. If the process results in a tie in points between teachers, then that tie shall be broken by District seniority. The longest District seniority shall prevail.~~

~~Summer School Point System shall be as follows:~~

Basis for Additive or Deductive Points	Points
a. Recommendation of principal or immediate supervisor	0 to 5
b. Years taught in the District	0 to 5
c. Performance rating for previous summer teaching	-1 to +1
d. Each summer taught in excess of one during past six years	0 to -5

~~The following descriptors are provided to assist evaluators in selecting the appropriate numerical scale rating relative to the principal's recommendation for summer school employment:~~

- ~~5 Outstanding — Excels in all areas and greatly exceeds the requirements of the position.~~
- ~~4 Above Average — Exceeds the requirements of the position and is an above average teacher.~~
- ~~3 Average — Meets the requirements of the position and is an average teacher.~~
- ~~2 Below Average — Meets the requirements of the position but is less than an average teacher.~~
- ~~1 Marginal — Performs below the requirements of the position most times.~~
- ~~0 Unsatisfactory — Performs substantially below the requirements of the position and has received an evaluation reporting this unsatisfactory performance.~~

~~The selection of teachers for Special Education summer school and the Special Education extended year shall be made pursuant to Section 13.11 of the collective agreement.~~

~~13.12 Teachers shall be notified by December 15th each year that the deadline for submission of Innovative Summer School courses shall be the second Friday in January.~~

~~13.13 Local site projects for summer work shall be advertised to all teachers at the site and to all teachers, if the funding source permits.~~

14. TEACHER/ASSOCIATION RIGHTS

14.1 Facilities

The Association and its members shall have the right to make use of District facilities at reasonable hours.

14.2 Member Communications

14.2.1 Bulletin Boards

The Association shall have the right to post notices meeting professional standards of activities and matters of Association concern on Association bulletin boards set aside for the exclusive use of the Association, at least one of which shall be provided by the District in each school building in areas frequented by teachers. The Association may use the District mail service and teacher mailboxes for communications to teachers.

14.2.2 District Mail

The Association may use the District mail service and teacher mailboxes for communication to teachers.

14.2.3 Association Use of District Email

The Association and its members may utilize District email to communicate during non work time. The email communications must comport with the District's acceptable use policy.

[The District will provide access to the Association president to keep their District email account active with the understanding that the District reserves the right to monitor any on-line communications for improper use per Acceptable Use Agreement and Board Policy 4040. Upon request, the president's email address will be digitally authorized to sender-restricted Distribution Lists \(DLs\) to communicate with STA bargaining unit members.](#)

14.3 Association Business

Authorized representatives of the Association shall be permitted to transact official Association business on District sites at reasonable times.

14.4 Information Rights

14.4.1 The District shall provide the Association with contact information on the Association unit members, which shall include new hires and temporary teachers. The information shall be provided to the Association President in digital or electronic format once a month. The contact information shall include the following items (if provided by the employee and is readily available).

- i. Name
- ii. Home Address
- iii. Phone Numbers – work, home and cellular
- iv. Personal (non-District) Email Addresses
- v. School Site
- vi. Assignment (Primary, Intermediate, Coaching, VAPA, etc.)
- vii. Hire Date
- viii. Seniority Date
- ix. Full Time Equivalent (FTE) status
- x. Employment Status (i.e., Probationary, Permanent, temporary, substitutes, etc.)
- xi. Type of Credential (i.e., Clear, Preliminary, Short-Term Staff Permit, Provisional Internship Permit “PIP” or College Internship, etc.
- xii. An indication of whether the District is deducting dues for membership
- xiii. District email address

14.4.2 The District shall furnish the Association upon written request the placement of teachers on the salary schedule

14.4.3 The names and assignment of unit members on leave of absence shall be provided to the Association as the leaves are approved.

14.4.4 The District shall provide the Association with two (2) copies of the Board's agenda and two (2) copies of the backup materials for each meeting. The materials shall be provided at no cost to the Association and shall be made available to the Association when the materials are delivered to the Board members.

14.4.5 Each teacher shall be notified annually of how to directly access their sick leave balance.

14.4.6 New Teacher Orientation

The District shall provide the Association access to the New Teacher orientations with no less than ten (10) days’ notice in advance of orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District’s operations that were not reasonably foreseeable.

14.4.6.1 Annual Orientation

Once each year prior to the start of the school year, an annual orientation shall be held for new teachers.

The Association shall be invited and permitted to send Association representatives (including CTA representation) to this new employee orientation.

The Association’s new member access time shall include the 30 minutes of orientation immediately prior to lunch.

14.4.6.2 ~~Mid-Year~~ Monthly Orientations

For teachers hired after the annual orientation, ~~mid-year~~ monthly orientations shall be held ~~periodically. Unless~~ except when the Association president mutually agrees with the District to postpone ~~such mid-year orientations, these orientations shall be held no less often than twice per school year.~~ The Association shall be invited and permitted to send Association representatives (including CTA representation) to any ~~mid-year~~ monthly new Employee orientation.

If orientation attendance occurs during contracted work hours, two (2) Association chosen representatives shall be released from assigned duty to present during any ~~mid-year~~ monthly orientation.

If orientation attendance occurs outside contracted work hours, the new teachers shall be paid at the per diem-rate.

14.4.7 Contract Benefits

This Agreement shall be printed by the District at its expense, and shall be distributed to each teacher upon request. The District will give newly hired teachers a copy of the Agreement at the new teacher orientation or at time of hire. The distribution and printing schedule will be determined by the Parties at the time of complete tentative agreement. Additionally, this Agreement shall be posted on the District website.

14.5 Adverse Action

The District shall not inquire into, nor predicate any adverse action upon a teacher's personal, political and organizational activities or preferences, except as provided by law.

14.6 Non-Discrimination

In the administration of this Agreement, the District shall not discriminate against any teacher on the basis of race, color, religion, creed, age, sex, national origin, political affiliation, domicile, marital status, sexual orientation, handicap, membership in an employee organization or participation in lawful activities of employee organizations.

14.7 Constitutional Rights

No teacher shall be deprived, either directly or indirectly, of the enjoyment of any rights conferred by law or by the Constitution of the State of California or the Constitution of the United States.

14.8 Personnel Files of Teachers

a. Personnel files will be located in the Human Resources Office. Upon request, the teacher may review the file, except for materials that were obtained prior to the employment of the teacher involved, were prepared by identifiable examination committee members, or were obtained in connection with a promotional examination. Upon request of the teacher, the teacher may be accompanied by an Association representative. Inspection of personnel files must be made at times when the employee is not required to render service to the District. An appointment to inspect a personnel file must be made at least 24 hours in advance.

b. Derogatory materials shall not be placed in the teacher's personnel file until the teacher is given notice and opportunity to review and comment thereon. The teacher's comments, if any, will be attached to the derogatory material. A teacher may review the derogatory material during the teacher's work day without deduction of pay, provided that the review shall occur at times when the teacher is not scheduled to provide services to pupils.

14.9 Complaints Regarding Teachers

Any charge from a parent, student, or member of the public which could become documented in a personnel file, shall be promptly disclosed to the teacher(s) concerned by the principal or assistant superintendent. Such documented charges may be challenged as to their validity and accuracy through the grievance procedure in this Agreement.

14.10 Individual Contracts

An individual contract between the District and an individual teacher shall be subject to and consistent with the terms and conditions of this Agreement except as required by specific State and Federal guidelines. The Association shall be notified of any such contract.

14.11 Instructional Materials and Technologies

The District will provide each classroom teacher with instructional materials and technologies required by the District for pupils and each teacher to meet the District's and State Content Performance Standards.

14.12 Access to Duplicating Facilities

The teachers will be provided with access at reasonable times to existing copying, duplicating and typing facilities at each site for reproduction of instructional materials.

14.13 Committees and Task Forces

Association shall recommend teachers to serve on committees or task forces to assist in planning curriculum and programs. The Association shall be informed of and have an opportunity for input into release time for such committees.

14.14 Bilingual Education

If there are any changes in the State law that would affect bilingual education, the Parties agree to meet as soon as practicable to discuss the change(s).

14.15 Third Party Requests for Member Information

The District shall make every effort to notify STA prior to responding to any Public Records Act requests for STA unit member information. This provision shall not interfere with or impede the District's timely compliance in responding to the California Public Records Act requests.

15. TEACHER SAFETY

- *NOTE: Merely for simplicity, all non-modified sections of the article are not being listed here, and are understood as remaining unchanged by this proposal.*

15.20 Teachers must not be prompted or expected to rearrange, move, or change physical classroom contents to accommodate someone else's use of the room. This shall not be construed to limit the District's ability to ensure safety and legal compliance of classroom arrangement and contents.

Examples of "appropriate prompts" to teachers regarding room arrangement:

- ...to honor a standardized test's regulations concerning room-setup compliance.
- ...to protect their own belongings (e.g., in light of an upcoming school break, to remember to take home or lock up personal property, or to make sure nothing of their own is left on the walls where it might be damaged or lost in the process of walls being cleaned).

Examples of "inappropriate prompts" to teachers regarding room arrangement:

- ...to stack or otherwise rearrange classroom furniture to facilitate custodial or end of year/term close out processes.
- ...to set up their own classroom to support someone else's use of the room later (instructional or otherwise).

17. TRANSFER AND ASSIGNMENT

17.1 General

17.1.1 All transfers of teachers shall be made in accordance with the provisions of this policy through the coordination of the Human Resources Office after consultation with the principals of the schools and the administrators responsible for the programs.

17.1.2 The District and the Association agree to form a committee of six (6) individuals, three (3) appointed by each party, to jointly study the language and process of Article 17, and make a presentation and recommendation to the bargaining teams regarding Article 17 as part of any negotiations in which Article 17 is reopened. The committee may meet during the work day with District paid release time. [The parties retain the option to mutually waive usage of this committee.](#)

17.2 Definitions

17.2.1 A transfer is the movement of a teacher from one school to another.

17.2.2 A voluntary transfer is teacher-initiated.

17.2.3 An involuntary transfer is District-initiated.

17.2.4 An assignment is the movement of a teacher within the school.

17.2.5 A life level is one of the following:

- a. Preschool;
- b. Transitional Kindergarten;
- c. Traditional Kindergarten;
- d. Primary (grades 1-3);
- e. Intermediate (grades 4-8 non-departmentalized settings);
- f. Secondary within the same department (departmentalized settings)

17.2.6 A special position means a position required for the staffing of particular programs or projects. "Life level" / "departmental" teaching positions, as those listed in 17.2.5 shall not qualify as special positions. Only the following shall be considered special positions (unless otherwise agreed as specified below);

- promotional positions (such as instructional coaches and program specialists)
- teachers on special assignment
- intervention positions when so indicted in the position's original posting

Positions may be additionally included in the above list as "special positions" by mutual agreement of the Association and the Assistant Superintendent of Human Resources (or designee).

17.2.7 A temporary teacher is a teacher hired and designated by the District as "temporary" pursuant to the Education Code. The District shall follow California Education Code as it pertains to temporary teachers.

17.2.8 Order of Seniority

Whenever bargaining unit members are referred to as making selections (or are themselves selected) on a "by seniority" basis, the sequence shall be by:

- District seniority (highest first)
- Cumulative District seniority (highest first): Tiebreakers on District seniority shall be resolved by employee's total contracted time in certificated-unit employment in the District, including contracted time preceding any break in service but excluding the break itself
- Cumulative teaching experience (highest first): Tiebreakers on cumulative District seniority shall be resolved by years of acknowledged teaching experience per steps-placement on the salary schedule
- Any remaining ties resolved by the drawing of lots

17.3 Transfer Criteria For Pass-Over Process

An administrator has the discretion to apply the following criteria, as defined below, to pass over a teacher and instead designate the next teacher for transfer:

17.3.1 Special Programs

Any person who, by reason of particular credential or special training, and whose transfer would impair, disrupt or minimize the effectiveness of the special program, shall not be subject to transfer. Special program assignments shall be determined and submitted in writing to the Assistant Superintendent of Human Resources and the Association by the site administrator when such designations are necessary. Approval in writing by the Assistant Superintendent of Human Resources shall be evidence of special program assignments referred to herein and shall be on file with the Association.

17.4 Voluntary Transfers

17.4.1 Eligible Teachers

Probationary and permanent teachers may apply for a voluntary transfer using the procedures in this article.

17.4.2 Ineligible Teachers

Any teacher receiving one (1) final unsatisfactory performance evaluation shall be denied the voluntary transfer provision as outlined in this Agreement absent special circumstances as determined by the Assistant Superintendent of Human Resources

after consultation with STA and teacher in the subsequent year. Temporary and substitute teachers are not eligible to participate in the voluntary transfer provision as outlined in this Agreement.

Once a teacher secures a position through any form of voluntary transfer, that teacher shall be ineligible to apply for any other position until the subsequent school year has begun.

17.4.3 Notice

Notices of all vacancies shall be initially posted in January, beginning within two (2) weeks following the conclusion of winter break. A request for transfer does not require the endorsement of the principal with whom the teacher is working. If a teacher is not selected for a vacancy, (s)he shall, upon written request, receive a written explanation.

Notices of vacancies shall be posted on the District website, EdJoin, or both (with posting practices applied consistently across all posted vacancies for the year) After the initial January posting, notices shall be posted as soon as the District determines that a vacancy exists.

Vacancies for voluntary transfers and for out-of-District applicants shall be advertised concurrently.

To apply for any posted position, eligible teachers must email the posting's designee. Internal candidates who email the posting's designee within the first two (2) business days after the posting and interview at a site-offered time shall be decided upon before out- of-District applicants are interviewed. For interviews occurring during the applicant's work day, the District shall provide the teacher with release time to attend the interview. However, for the initial January posting, the above period shall be five (5) business days, rather than two (2). After the last STA teacher contracted work day of the school year, the above period no longer applies.

Transfer postings will close as of the last STA teacher work day of the school year. Unit member requests for internal transfers will be honored when sent before the close as of the last contracted teacher work day of the school year. Internal transfer requests sent after this last day will not be processed.

17.4.4 Selection

Voluntary transfer requests that aid in a reduction/rebalancing situation shall be given priority consideration.

For each interview and select position, selection shall be made by a site committee consisting of two (2) teachers, two (2) parents, and the site administrator. One (1)

teacher shall be selected by the site bargaining unit members. The other teacher shall be selected by the site administrator.

The site committee has the right to reject all applicants. A written justification shall be provided to the Human Resources Office if any applicant is rejected. In the event that the site committee does not select a voluntary transfer, the position shall remain posted until filled.

Participation in an interview and select process shall constitute acceptance of the position, if offered. If an applicant declines to interview for a position, the applicant shall forfeit the right to interview for that position (at that site) for the remainder of the school year.

17.4.5 The teacher may challenge the showing of good and sufficient reasons ~~be~~ by recourse to the grievance procedure in this Agreement.

17.4.6 Voluntary Seniority Transfer

17.4.6.1 Timing and Notifications

During the second week of July ~~week before the first contracted teacher work day~~ of each ~~school~~-year: there shall be a voluntary seniority transfer event conducted virtually via remote access for bargaining unit members. The week of this event shall not be altered except to comply with law, or by mutual consent of the District and the Association.

No later than fourteen (14) calendar days before the last contracted teacher work day of that school year: the intended time(s) and location of this event shall be distributed to the Association and all unit members along with how and when to register for the event.

As soon as mutually practicable each school year (and also upon ratification of this Agreement), the seniority transfer event of the next upcoming summer shall be explained in a joint Association-District communique sent through District email to all bargaining unit members.

17.4.6.2 Eligibility and Selection

The seniority transfer event shall only be open to teachers who were eligible for voluntary transfer during the current year but did not transfer. Each teacher attending shall have the right to choose from the current list of vacancies for which the teacher is qualified. The order of teachers making selections shall follow order of seniority per 17.2.8. be:

- ~~District seniority (highest first)~~
- ~~Ties (above) shall be resolved by years of acknowledged teaching experience as per placement on the salary schedule (highest first)~~
- ~~Remaining ties resolved by the drawing of lots.~~

All bargaining unit vacancies shall be incorporated into the seniority transfer except for the following:

- special positions (per 17.2.6)
- dependent charter school positions involving special hiring protocols (in accordance with past practice)
- positions (mutually pre-identified by the District and Association) that include special programmatic expectations

During the event, vacancies created through teacher selection (excluding the exceptions listed above) may be added to the list of vacancies from which subsequent teachers can select. Such additions shall be at District discretion.

Any teacher attending this event shall only be allowed to make one transfer selection during the event: and any such selection is irrevocable. Registered teachers who decline selection or attendance shall retain their current position.

17.5 Involuntary Transfers (Rebalancing)

A teacher may be involuntarily transferred for good and sufficient reason. The District shall request a volunteer prior to imposing an involuntary transfer. The teacher of the lowest ~~District's~~ Seniority (per 17.2.8) within the same life level shall be designated for the involuntary transfer, unless the least senior teacher is protected by application of the transfer criteria by the site administrator (see Section 17.3). In such case, the next least senior teacher shall be designated. When the transferred teacher is placed at another site, the pass-over criteria in Section 17.3 shall not be applied to the teacher at that new site.

[In rebalancing, eligible qualified volunteers retain the same protections \(per this section\) as apply to those who are involuntarily transferred. However, any employee barred from voluntary transfer is likewise barred from volunteering in a rebalancing situation. If there are ever more volunteers than needed for rebalancing, the same order of seniority shall apply as in 17.5.3 below.](#)

17.5.1 Teachers being involuntarily transferred for the subsequent school year shall be notified by the end of the current school year, or as soon thereafter as possible. Involuntary transfer shall take place only after a meeting between the teacher and the principal, if such meeting is requested by the teacher. The teacher shall have the right to representation at the meeting and be notified of the reason for the transfer.

17.5.2 The teacher being transferred shall have the right to choose from the current list of known vacancies for which the teacher is qualified. Teachers transferred after the beginning of the school year shall be given ten (10) working days notice before the actual transfer occurs to the extent feasible. Transfers should be scheduled to minimize the disruption of the educational process. A teacher

transferred after the school year begins shall be granted two (2) day's-release time to make the transfer, if the transfer occurs when school is in session.

17.5.3 ~~Order of Selection~~ The order of teachers making selections shall follow order of seniority per 17.2.8. ~~be:~~

- ~~District seniority (highest first)~~
- ~~Ties (above) shall be resolved by years of acknowledged teaching experience as per placement on the salary schedule (highest first)~~
- ~~Remaining ties resolved by the drawing of lots~~

17.5.4 Any teacher involuntarily transferred shall not be involuntarily transferred again in the subsequent twenty-four (24) month period.

17.5.5 If a transfer of a teacher in a department or location is required and there are no qualified volunteers, the responsible administrator shall determine which department/teacher shall be reduced/transferred based on the transfer criteria in Section 17.3.

17.5.5.1 Membership in a secondary department shall be determined by the majority of assignments within the past two (2) years and/or if this is not conclusive, within the past three (3) years. ~~District's~~ Seniority (per 17.2.8) among those teachers in the department at the location being reduced shall prevail unless the school department conditions listed in Section 17.3 are adversely affected by such transfer.

17.5.5.2 Reassignment to vacancies within the school for which the teacher is qualified by credentialing and/or major or minor shall be considered before the teacher is transferred.

17.5.5.3 If the teacher to be transferred has taught in two (2) departments, that teacher's ~~District's~~ Seniority (per 17.2.8) among those teachers in the minority department should be considered for the purpose of reassignment to a vacancy in his/her major/minor area at the school site before the transfer is made.

17.5.6 Involuntary Transfer Pass-Over Provision

The site administrator may pass over the least senior teacher based on the transfer criteria in Section 17.3. The second least senior teacher then is selected for involuntary transfer. This option may be exercised by the administrator for good and sufficient reason. When this option is exercised, the least senior teacher may inquire as to the reasons for the use of the option, which shall be provided in writing. The teacher may challenge the showing of good and sufficient reasons by recourse of the grievance process.

17.5.7 Exclusions

Any teacher who is involuntarily transferred shall have a priority right to return to the former work site and position, if it becomes available, for a period of twelve (12) months from the date of involuntary transfer.

17.6 Special Positions (Historically Specially Funded Positions)

Special positions are positions required for the staffing of particular programs or projects,(see 17.2.6) and which, during periods of categorical funding, were not typically funded from the general fund. Special positions terminate upon the expiration of the funding and or the program or project. Any teacher may volunteer to serve in a special program or project for which the teacher is qualified. Selection of a teacher for a special position is at the sole discretion of the District. Placement in any such position shall be assigned on a year-to-year basis, or as determined by the District, with such time basis included in the position's posting.

17.6.1 A teacher who accepts an assignment in a special position will be replaced in his/her general fund allocation vacancy by a temporary contract teacher for the remainder of the school year.

17.6.2 A teacher accepting assignment in a special position shall, after the end of the first school year of the assignment and upon termination of the special assignment, be considered for return to his/her former work placement location unless:

- a. No vacancy exists at the location and/or no temporary contract teachers are employed at that location.
- b. The teacher requests and is qualified to accept another assignment. A reasonable effort shall be made to place the teacher in an assignment for which he/she is qualified by training and experience and which is similar to the former assignment.

17.7 Assignments

17.7.1 Each teacher shall receive his/her assignment in writing from the site administrator no later than the last teacher contracted work day. A change in assignment after the last school day shall only be made for good and sufficient reason. The teacher shall have the right to request and shall receive written reasons when a change of assignment is made.

17.7.2 In the event a change in assignment is contemplated after the last teacher contracted day of the school year, the teacher shall be notified and a meeting with the Assistant Superintendent of Human Resources or designee held, if requested by the teacher, before the change in assignment becomes final. The District is required to make a good-faith effort to find other solutions if the teacher objects to the contemplated change.

17.7.3 Limitations

- a. The assignment for each secondary teacher (including extended-term substitute teachers) should must not consist of ~~no~~ more than three (3) different ~~subjects~~ course-preps. For this provision to be waived by any teacher, the following must occur:
- The teacher has already reached permanent status;
 - The teacher is provided with a “More Than Three Course-Preps Waiver”;
 - The teacher voluntarily completes and signs the waiver, with signed copies provided immediately to the Association and the Asst Supt of Human Resources or designee;
 - Neither the District nor the Association object to the exception.
- b. Each No secondary teacher ~~should~~ may be required to make ~~no~~ more than three (3) room changes per day.

17.8 Temporary Teachers/New Teachers

17.8.1 Temporary teachers will be given re-employment rights in accordance with the Education Code.

17.8.2 The number of temporary teachers shall not exceed the number of unit members on leave of absence, except as permitted by the Education Code. The District shall identify and provide the Association with the rationale for hiring and designating a teacher as "temporary" for more than one (1) year in succession.

17.8.3 Each newly hired elementary teacher shall be assigned to the same site at the same grade level for the first three (3) years of employment with Stockton Unified School District, absent special circumstances unanimously determined among ~~as determined by~~ the Assistant Superintendent of Human Resources, ~~after consultation with~~ Stockton Teachers Association, and the teacher.

An example of such special circumstances could include (if agreed to by all three parties), but is not limited to, the teacher having entered the District with two or more years of experience and already feels a new position may be more suitable. Another example could be that a site reduction/collapse of a class would inherently rebalance a new teacher to another site, but all three parties concur that the teacher is best-fit to remain at their current site by taking a different assignment that happens to be vacant.

Article 17.8.3 (newly hired teachers) does not supersede contract provisions concerning rebalancing and/or Involuntary Transfer/Reduction in Force (see Article 17.5).

17.9 New Schools

17.9.1 All teaching positions at a new school site shall be filled initially by utilizing the interview and select procedures of the voluntary transfer process in 17.4 with the modification that the two (2) teachers shall be selected by the Association and be from surrounding schools of the same grade levels as the new school. For new high schools, the District has the option to also add a student representative.

17.10 Movement Between Adult, Preschool and TK-12 Programs

17.10.1 A full-time or half-time adult education teacher (i.e., one working twenty 20 or more hours per five day week) may move to the regular program if a vacancy exists and if the teacher is credentialed in the subject area of the vacancy. A TK-12 teacher may move to the adult education program if a vacancy exists and if the teacher is credentialed in the subject area of the vacancy. The above shall likewise be practice for teachers moving from preschool to (or from) adult education or TK-12.

17.10.2 A teacher moving between programs under paragraph 17.10.1 shall be credited with experience gained in either the TK-12, preschool, or the adult education program in making the appropriate placement on the salary schedule of the program to which he/she is moving.

17.10.3 The date of first paid service for teachers moving between TK-12, preschool and Adult Education Program shall be defined as provided by Education Code.

17.11 Transfer Request for Probationary Teacher

A first-year probationary teacher may request a transfer during the school year for the remainder of that school year. The Assistant Superintendent of Human Resources, or designee, a representative of the Association, and the teacher shall meet to consider whether a transfer may be appropriate. A transfer for this purpose shall only be by mutual agreement of the District and the Association.

In addition, the Association and the District must make a determination that an acceptable position is available and that the transfer shall not adversely affect the pupils at either site. If retained, the teacher may remain in that position for the subsequent school year if the position is available. This is a voluntary procedure and is not a condition to any subsequent personnel action.

17.12 Mutual Agreement Transfer

17.12.1 Defined

A “Mutual Agreement Transfer” is defined as a transfer authorized simultaneously by a teacher, Human Resources, and the Association.

17.12.2 Process

Any of the three (3) parties above may email the other two (2) parties to consider meeting to consult about using this provision. Human Resources shall present vacancy options (whether one or more) for the teacher to select from.

This form of transfer may move the teacher at either of two (2) times;

- A. Effective immediately or at any time before the end of the school year. Between assignments, the teacher shall have two (2) school days released from assigned duty by the District.
- B. Effective as of the next school year. If this option is chosen, the release days described in (A) shall not apply.

Such transfer shall be finalized only if all three (3) parties have agreed, in writing, upon both the teacher's new position and upon timing options (A) or (B).

If transferred using this section's provision, a teacher shall be ineligible, for the remainder of the school year of teaching in their new position, for any form of transfer. The teacher also shall not be permitted any form of transfer back to their initial site for at least two (2) school years unless the Association and Human Resources agree that the circumstances necessitating the original use of this provision have ceased or become irrelevant.

17.13 Exchange Transfers

17.13.1 Defined

An exchange transfer is defined as two (2) or more unit members and their respective supervisors agreeing, in writing, to an exchange of the unit members' respective positions. Arrangements may be undertaken at any time, but shall not take effect until the start of the next school year.

17.13.2 Timelines and Authorization

Unit members may approach one another directly to explore potential exchange transfers. When unit members discover a potential exchange match, they shall each contact each of the immediate supervisors to indicate their intentions.

The exchange's positions shall be agreed to in advance, in writing, by all unit members involved and their current supervisors. Any subsequent impact to either position shall occur though each unit member already fully occupies the new position.

Once mutually agreed in writing, an Exchange Transfer Agreement may only be nullified by mutual agreement among all participating teachers and supervisors.

[Note: this page would be added in the appendices, not to the article.]

“More Than Three Course-Preps” Waiver Form for Approving Exceptions to 17.7.3.a

Employee ID#: _____

Date: _____

I, _____, teacher at _____,
(teacher name, printed) (site name)

recognize that the STA-SUSD contract guarantees a teacher cannot be assigned more than three different course-preps at once. However, as a teacher with permanent status, I hereby voluntarily waive this restriction from 17.7.3.a of the contract (see below) by consenting to my assignment potentially including up to _____ course-preps at once during the _____ - _____ school year.

17.7.3 The assignment for each secondary teacher must not consist of more than three (3) different course-preps.

Signatures of Approval

Teacher date: _____

Principal date: _____

Association President date: _____

Asst Supt of HR date: _____

18. WAGES

18.1 Salary Schedules

- 18.1.1 Teachers shall be paid on the salary schedules set forth as reflected in the appendices.
- 18.1.2 Addition of longevity increase for 27 years, column E and F effective July 1, 2000. This longevity increase will apply to Adult Education and Vocational Education Teachers.
- 18.1.3 Class 1A is for teachers with emergency credentials, waivers only, or intern credential. This column does not apply to teachers with Vocational Education credentials (please refer to side letter dated 12/11/00).
- 18.1.4 Effective July 1, 2003, newly hired teachers who participate in the new teacher in-service shall be paid the daily substitute rate for up to five (5) additional orientation days at the beginning of the year (refer to section 6.18.3).
- 18.1.5 Attraction/Retention Supplemental Plan for 2021-2022 and 2022-2023 to Augment Total Compensation
 - a. Up to \$5,000 tuition reimbursement to the following:

Teachers College of San Joaquin	University of the Pacific	Sacramento State
Humphreys (Multiple and ECE only)	Western Governors	Stanislaus State
University of San Diego (BCLAD)	National University	CSU East Bay
Loyola Marymount University	UMASS (Brandman)	Alliant
Grand Canyon University	University of Phoenix	Others as SUSD secures partnerships

[At time of agreement, the District and Association mutually understood the above tuition reimbursement was confined to a specific purpose of non-credentialed teachers securing their credential while in the employ of the District. This reimbursement program is neither permanent nor covers tuition any more broadly than the program was intended to cover.](#)

b. Substitute teacher signing bonus: \$1,000 paid after 30th working day (must work 30 days of first 90 days of hire)

c. Teacher signing bonus for new hires:

i. Newly-hired teachers for Math, Science, and Special Ed (by position as well as by credentialing qualification): paid a total of \$7,000 (\$2,500 mid-year check; \$4,500 upon completion of the school year)

ii. All other newly-hired teachers besides Math, Science, a Special Ed: paid a total of \$5,000 (\$2,000 mid-year check; \$3,000 upon completion of the school year)

[*All signing bonuses and reimbursements for subsection 18.1.5 will sunset June 30, 2024.](#)

18.2 Salary Increases

18.2.1 The parties are committed to the concept of “total compensation” and recognize that an employee’s compensation increase is the total of the salary and any funded increase in benefits.

18.2.2 Effective July 1, 2013, District salary schedules were increased by one percent (1%). The schedules shall be adjusted as set forth in section 18.14. There shall be no increase to the Master’s stipend and Ed.D. and Ph.D. stipend. Salary increase was effective July 1, 2013.

18.2.3 Effective July 1, 2013, District salary schedules shall be increased by three (3%) percent above the current level (above levels of 18.2.2) to include 45–day consultants, the teacher hourly salary schedule; extra pay for department chairperson, Master’s stipend, Ph.D. stipend, preschool teachers, long term-substitutes, daily substitutes, and those percentage stipends paid off the stipend base salary. Salary increases shall be retroactive effective to July 1, 2013.

18.2.4 Effective July 1, 2014, District salary schedules shall be increased by three (3%) percent above the current level (above levels of 18.2.3) to include 45–day consultants, the teacher hourly salary schedule; extra pay for department chairpersons, Master’s stipend, Ph.D. stipend, preschool teachers, long term-substitutes, daily substitutes, and those percentage stipends paid off the stipend base salary. Salary increases shall be retroactive effective to July 1, 2014.

18.2.5 Effective June 30, 2015, after the close of the business day, the salary schedule shall reflect a 5.5% salary increase (above levels of 18.2.4) for additional services for students as reflected in Article 6 – Teaching Hours, for teacher collaboration (6.5.1); professional development (6.18.1) and parent engagement (6.20.1).

18.2.6 Upon ratification, a one percent (1%), off-schedule payment, shall be paid to bargaining unit members based upon the 2013-2014 salary schedule. Section 18.2.3 shall be applied prior to the implementation of this off-schedule payment.

18.2.7 The District and the Association agree that effective upon ratification by both Parties, all salary schedules shall be increased by four (4%) percent above levels of 18.2.6) for the 2015-2016 school year retroactive to July 1, 2016.

- 18.2.8 The District will pay a one-time payment of \$1,500 for all unit members employed during 2016-2017 and all unit members who retired in 2015-2016.
- 18.2.9 The District and the Association agree that effective upon ratification by both parties, all STA salary schedules shall be increased by three (3%) percent (above levels of 18.2.7) for 2016-2017 school year effective July 1, 2016.
- 18.2.10 The District and the Association agree that effective upon ratification by both parties, all salary schedules shall be increased by two and a half (2.5%) percent (above levels of 18.2.9) for 2017-2018 school year effective July 1, 2017. The three (3) additional work days (Article 6.18.1) will be included on the salary schedule at the per diem rate.
- 18.2.11 The District and the Association agree to form a committee of six individuals, three appointed by each party, to jointly study the revision of all salary schedules and stipends, and make a presentation and recommendation to the bargaining teams regarding the salary schedules. The committee may meet during the work day with District paid release time. The committee shall continue its work into the 2020-2021 negotiations for its full recommendations.
- a. For 2020-2021 negotiations, this committee's studies and presentation/recommendation to the bargaining teams shall, at minimum, address the following three topics:
- Revision of all stipend-base salary increments (athletic and otherwise)
 - Agriculture extended year
 - CTE equivalency updates
- 18.2.12 For the 2018-19 school year, all salary schedules will be increased by two (2%) percent above the current level (above levels of 18.2.10) to include 45-day consultants, the teacher hourly salary schedule; extra pay for department chairperson, Master's stipend, Ph.D stipend, preschool teachers, long term substitutes, daily substitutes, the PAR stipend, and those percentage stipends paid off the stipend base salary. Salary increases shall be retroactive effective to July 1, 2018.
- 18.2.13 The District and the Association agree that upon ratification (and retroactive to July 1, 2019), a one-time two (2%) percent off-schedule (based on 18.2.12 levels) payment shall be paid to all members, to include 45-day consultants, the teacher hourly salary schedule, extra pay for department chairperson, Master's stipend, Ph.D stipend, preschool teachers, long term substitutes, daily substitutes, the PAR stipend, and those percentage stipends paid off the stipend base salary.
- 18.2.14 As part of settling 2019-2020 negotiations, the District and the Association agree that effective (and retroactive to) July 1, 2020, all salary schedules shall be increased by two (2%) percent above the current level (above levels of 18.2.12) if LCFF revenue is restored to 2019-2020 levels on a per-pupil basis.

Such LCFF level resumption shall be, at minimum, checked/verified by second interim. If such levels do not materialize for 2020-2021 by unaudited actuals reporting period, this section becomes null and void.

Such increase, if occurring, shall include 45-day consultants, the teacher hourly salary schedule, CTE Equivalency salary schedule, extra pay for department chairperson, Master's stipend, Ph.D stipend, preschool teachers, long term substitutes, daily substitutes, the PAR stipend, and those percentage stipends paid off the stipend base salary.

18.2.15 For the 2020-21 school year onward, all salary schedules will be increased by two percent (2%) retroactive to July 1, 2020 above the current levels created by 18.2.14.

Above these increased levels, for the 2021-22 school year onward, all salary schedules will then also be increased by four percent (4%) retroactive to July 1, 2021.

The above retroactive increases to the salary schedule are to include: retired consultants, the teacher hourly salary schedule, preschool teachers, long term substitutes, daily substitutes, the PAR stipend, those percentage stipends paid off the stipend base salary (including Master's/Doctorate degree and preschool longevity stipends), and extra pay for department chairpersons.

Exclusions:

- Employees who resigned with an effective date prior to the last instructional day of 2021-2022 (May 26, 2022) are not eligible for the 2021-2022 salary increase (4%).
- Employees who resigned with an effective date prior to the last instructional day of 2020-2021 (May 27, 2021) are not eligible for the 2020-2021 salary increase (2%).
- Retirees shall not be excluded.

Retroactive payments per this section shall be paid no later than the November 2022 pay cycle.

18.2.16 For the school years below, compensation will be as follows:

- An on-salary schedule increase, effective July 1 for 2022-2023, of \$4000 to every annual salary cell. This shall directly apply to STA salary schedule, CTE, Adult, Head Start Associate, and Preschool 8-Hour Day (with preschool's 5-hour and 7-hour's annual rates derivative of the hourly rates created by the 8-hour schedule changes). The parties recognize this increase as being established using the approximate cost of a 4% traditional salary increase, divided by the number of FTEs, placed onto salary cells as equal dollar amounts.

Retroactive payment on the above 2022-2023 on-schedule increase will be for base salary only (i.e. the resulting annual salary number in the schedule cell) for salaried employees, with the retired consultant rate increasing 4% (and considered a form of base salary even if done using a timesheet). Thus, no retroactive payment will be made on: timesheets, stipends, substituting at daily and long-term rates, ratio-factor, extra duty or any extra compensation aside from base salary. (The only qualifying substitute pay type for this retroactive payment is the extended-term rate, since for the extended-term rate the substitute is "placed on the salary schedule" and paid at Column 1A.) Starting with the 2023-2024 year, the increases will be applied to all compensation and to any retro payments calculated for the 2023-2024 contract year onward.

Similarly, all forms of pay-increase (typical of the more recent subsection 18.2 raises above) not directly calculated using an annual salary cell are contractually increased by 4% for cumulative compounding purposes, but shall not receive retroactive pay for 2022-2023. This expressly includes retired consultants, the teacher hourly salary schedule, long term substitutes, daily substitutes, the PAR stipend, and extra pay for department chairpersons.

- b. 2023-2024: 3% on-schedule increase, effective (and retroactive to) July 1, 2023 and a one-time lump sum payment of \$7,500
2024-2025: 1% on-schedule increase, effective and beginning July 1, 2024

The above increases for 2023-2024 and 2024-2025 include: retired consultants; the teacher hourly salary schedule; preschool teachers; long term and daily substitutes; the PAR stipend; all stipends paid off the stipend base salary (extra duty, degrees, SPED, bilingual, athletics, etc.); and extra pay for department chairpersons.

- c. Retroactive payments caused by any portion of this particular successor agreement shall be paid no later than the November 2024 pay cycle (or within four months of Agreement ratification, whichever is later), by or before end-of-month, as a separate paycheck.

Exclusions:

- Employees who ended employment with the District (by any means besides retirement) with an effective date prior to their last contractual workday for 2022-2023 (usually May 30, 2023, but may differ for some positions) are not eligible for the 2022-2023 retroactive pay.
 - Employees who ended employment with the District (by any means besides retirement) with an effective date prior to their last contractual workday for 2023-2024 (usually May 31, 2024, but may differ for some positions) are not eligible for the 2023-2024 retroactive pay.
 - Accordingly, retirees shall not be excluded, and employees who ended employment in SUSD yet finished their contract-year with SUSD are not excluded from retro pay for the year(s) they completed.
- d. Beginning with the 2024-2025 school year:
- The parties recognize that retired consultant rates (after having the above increases applied) shall exceed \$350/day for a 6-hour day (see section 18.21 for rates).
 - The short-term daily substitute rate shall now be established as 2/3 (two thirds) of the Column 1A per-diem rate.
 - The long-term daily substitute rate shall now be established as 3/4 (three quarters) of the Column 1A per-diem rate.

18.3 Extra Days Worked

Teachers who work more than their normally scheduled number of days shall be paid at a daily rate to be computed by dividing the annual salary (which includes the base salary and the Master's and Ph.D. stipend) effective July 1, 2002 by the number of working days.

18.4 Original Placement on Schedule

- 18.4.1 Placement in the appropriate class shall be determined by the number of units earned beyond the bachelor's degree.
- 18.4.2 All degrees and units, including those earned in the armed forces, shall be issued by an accredited institution, as recognized by the U.S. Department of Education.
- 18.4.3 Foreign transcripts shall be evaluated by a recognized transcript evaluation service.
- 18.4.4 Degrees shall be acceptable if they are issued by an accredited institution, as recognized by the U.S. Department of Education.
- 18.4.5 ~~Effective upon ratification by the Association and approval by the Stockton Unified School Board, t~~
Teachers employed with outside experience shall be given year for year credit up to the maximum possible of 24 steps on the adopted salary schedule.
- a. ~~For initial implementation, the District will notify all employees no later than July 31, 2022 of the option to request salary placement review.~~

~~The District will implement new step credit placement in the following sequence:~~

- ~~1. New hires~~
- ~~2. Existing employees who request salary placement review by November 1, 2022~~
- ~~3. Existing employees who request salary placement review after November 1, 2022 but no later than November 1, 2023.~~

~~Upon completion of a salary placement review, current employees will have their pay warrant adjusted beginning no later than fiscal year 2023, with new placement retroactively compensated to the effective date above.~~

~~b. After November 1 of the 2023-2024 school year, any salary placement review per this section will not be retroactive to previous years, and salary placement review must be requested by November 1 of any school year to be eligible for change in placement for that school year.~~

- 18.4.6 A maximum of four (4) year's salary experience credit shall be granted for full-time teaching in the military service, service with the Peace Corps or VISTA.
- 18.4.7 Experience for salary placement purposes shall include all experience in positions which meet California certification requirements.

18.5 Step Requirements-Salary Schedule Advancement

The advancement on the salary schedule shall be at the beginning of the school year. It shall be at the rate of one (1) step for each year of teaching experience. If a teacher is employed for seventy percent (75%) of the school year, credit shall be given for that year's experience.

All course work for salary schedule advancement must be completed prior to the first day of the employee's work year, in order to move over on the salary schedule for the current school year.

- 18.6 Upper division and graduate courses may be taken for salary advancement without prior approval. A teacher may receive credit for more than fifteen (15) such units taken in one (1) year only with the prior approval of the District.
- 18.7 Vertical advancement on the salary schedule for a part-time teacher occurs only after accumulation of experience equal to a full year of teaching. For purposes of this section, the percentage of part-time service to be credited shall be based upon a five-period teaching day at the secondary school level, or the normal daily assignment by grade at the elementary level. Part-time teachers shall get credit for advancement on the salary schedule equal to that percentage of the teaching load they carry. They shall, nonetheless, receive their percentage credit if they work at least 75 percent of the schedule.
- 18.8 Unit Conversion
- Quarter units are converted to semester units by multiplying the quarter units by $2/3$. If this multiplication results in a fraction that, when added to the other semester units, is within $1/2$ unit from the required units for qualifying for the next column, then the fraction shall be rounded up to the next whole number; and the teacher shall be placed on the next column.
- 18.9 The District shall provide each teacher a statement once per year of the number of units that the has on file for him/her. The teacher must make a written request for such statement.
- 18.10 Lower division course units may be applied for advancement on the salary schedule only after prior approval by the Assistant Superintendent or designee and certification by the Principal to whom the teacher reports, and
- a. Courses proposed to be taken shall be timely and applicable to the subjects which the teacher is currently teaching, and
 - b. Are limited to four (4) units for each fifteen (15) applied for advancement purposes plus nine (9) lower division ethnic study units. No teacher may use more than nine lower division ethnic study units for advancement on the salary schedule.
- 18.11 Notification to Change Class on Salary Schedule
- 18.11.1 "Application for Transfer to Higher Classification on Salary Schedule" must be filed with the Human Resources Office.
- 18.11.2 Official transcripts must be on file in the Human Resources Office on or before November 1 to be considered for salary purposes for the current school year. Course work must have been completed prior to the first day of the employee's work year. The November 1 deadline is only for providing

transcripts for verification of completion of units, prior to the first day of the employee's work year. It is the responsibility of the teacher to obtain transcripts for the Human Resources Office before this deadline. Transcripts received after this deadline shall not be considered for change in salary until the succeeding year.

18.12 Practice Teaching Supervisors

Token payments or units received from colleges and universities by the District for providing opportunities for practice teaching to student teachers shall be paid to those teachers who supervise such practice teaching.

18.13 Compensation Plan

18.13.1 Teachers shall be paid monthly in eleven (11) equal portions unless the teacher is a twelve (12) month employee.

18.13.2 The teachers' checks shall be issued on the last workday of each pay period.

18.13.3 Payments for services in addition to the teacher's regular assignment shall normally be issued no later than the 15th of each month following the payroll period in which the service was performed.

18.13.4 Intern Support Teachers

Intern Support teachers shall be paid a stipend of \$500 per semester ([note: this amount may be different and pre-disclosed via a sending-institution contributing its own rates toward the purpose](#)). Support teachers who [receive](#) units from the sending institution shall not receive [such](#) a stipend from SUSD. The Human Resources Department shall send a notice to schools announcing the opportunity for teachers to be considered as a support teacher for an intern at their site. This announcement shall be placed in the teachers' mailboxes and/or on the school bulletin board. Teachers interested in being considered as a support teacher for an intern at their site shall notify the site administrator, in writing, of his/her interest.

18.14 Salary Schedule Adjustments

When the teachers' salary schedule is adjusted, the same percentage shall be applied to all of the following:

- a. The Teachers' Hourly Salary Schedule (Regular Teachers, Summer School, Home Instruction, Curriculum Development, Adult Education see Appendix G)
- b. Extra pay for Department Chairpersons (see Article 18.16.4.3 & 18.16.4.4)
- c. Substitute teachers (see Appendix G)
- d. Forty-five (45) day consultants (see Article 10.2.2)
- e. Stipend base salary (see Appendix G)

18.15 Regular Teachers' Salary Schedules (see Appendix G for regular teachers' salary schedules)

18.16 Additional Salary Schedules

This section contains salary schedules for summer school teachers, home instruction teachers, extra pay for middle and high school department chairpersons, athletics coaches, cheerleading coaches, Special Education teachers, academic team coaches (including but not limited to) mock trial, academic decathlon, MESA, competitive speech, debate, drama, JROTC, band, mariachi, newspaper, annual (yearbook), choir, and curriculum development.

18.16.1 Hourly Salary Schedules for Regular Teachers, Summer School, Home Instruction, Curriculum Development, and Adult Education (see Appendix G)

(Credit for teaching experience is allowed for service only in SUSD.)

(*Selection for "curriculum development" teachers shall be at District discretion provided such selection is not arbitrary and capricious.)

18.16.2 Stipend Base Salary Anchors

- a. Effective and retroactive to July 1, 2019, the Stipend Base Salary shall refer to Class 1A ("non-credentialed") of the Salary Schedule. Thus, whenever Class 1A of the Salary Schedule changes, the Stipend Base Salary upon which increment codes are based shall be synonymous and equal to the new Class 1A amount of the Salary Schedule.
- b. Effective and retroactive to July 1, 2021 preschool teacher percentage stipends shall use a Preschool Stipend Base Salary, which shall refer to Column I, Step 3 of the Preschool 8 hour per day schedule. Thus, whenever I-3 of the Preschool 8 hour per day schedule changes, the Preschool Stipend Base Salary upon which preschool teacher percentage stipends are based shall be synonymous and equal to the new I-3 amount of the Preschool 8 hour per day schedule.

18.16.3 Extra Duty Pay for Athletic Coaches and Other Assignments

- a. The pay for coaching is to be based on the percentage of the Stipend Base Salary (identical to Class 1A of the Teacher's Salary Schedule).
- b. There shall be no additional pay for preschool or vocational coaching.
- c. Any athletics coaching stipend, with its accompanying duties, may be split between two coaches sharing a single position. However, it may only be split equally, and only a maximum of once at a time. (i.e., One stipend with its duties may be split equally among two individuals, but not among three, and also not unequally between two.)

For the 2022-2023 and 2023-2024 school years only ([after which it shall revert to the updated increment codes chart in 18.16.3.e](#)), the athletics increment stipends schedule shall add the

following stipends ~~(after which it shall revert to its 2021-2022 format unless negotiated otherwise)~~; such that each comprehensive high school will have 18 additional assistant coach positions as follows (Level 2):

V Baseball (2) V Softball (2) V boys basketball V girls basketball
V boys soccer V girls soccer V boys track V girls track
V boys tennis V girls tennis V boys volleyball V girls volleyball
V cheer site discretion (fall) site discretion (winter) site discretion (spring)

Additionally for the same period, Athletic Director (Level 1) would increase from a single annual stipend to 3 stipends per year by season (fall, winter, spring)

- d. For athletics stipend increments schedule placement, documented athletics coaching experience shall qualify interchangeably across increment stipends regardless of sport type, sport gender, or coaching role. Placement shall also include experience outside the District only when verifiable.
- e. Athletic coaches shall receive extra duty pay according to the schedule listed on the Athletic Increment Codes of the salary schedule: which shall adhere to the following:

<u>Assignment</u> (B&G = 1 position per gender per sport)	<u>Athletics Coaching Stipend</u>	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>	<u>4th Year</u>	<u>“Extra Weeks” (e.g., tournaments, playoffs, Kennedy games, etc.)</u>
<u>V Football, Athletic Director/season (3) with full release</u>	Tier 1	<u>10.5%</u>	<u>11.5%</u>	<u>12.5%</u>	<u>13.5%</u>	<u>0.8%</u>
<u>V B&G: Baseball/Softball, Basketball, Volleyball, Wrestling, Soccer, Track</u> <u>V: Football Asst (5)</u> <u>V Flag Football, JV Football, V Cheer/season</u> <u>+3 Athletic Director Asst (Fall, Winter, Spring)</u> <u>+3 at site discretion in this level (Fall, Winter, Spring)</u>	Tier 2	<u>7.5%</u>	<u>8.5%</u>	<u>9.5%</u>	<u>10.5%</u>	<u>0.6%</u>
<u>V B&G: Badminton, Cross Country, Golf, Swimming, Tennis, Water Polo</u> <u>JV B&G: Basketball, Soccer, Track, Volleyball, Baseball/Softball</u> <u>V B&G Asst: Volleyball, Soccer, Baseball/Softball (2 each), Basketball, Track (2B, 2G), Wrestling</u> <u>JV Flag Football, V Flag Football Asst (2), Frosh Football, JV Football Asst (4)</u> <u>V Cheer Asst/season, JV Cheer/season</u> <u>+3 at site discretion in this level (Fall, Winter, Spring)</u>	Tier 3	<u>6.5%</u>	<u>7.5%</u>	<u>8.5%</u>	<u>9.5%</u>	<u>0.5%</u>
<u>V B&G Asst: Cross Country, Golf, Swimming, Tennis, Water Polo</u> <u>JV B&G Asst: Basketball, Soccer, Track, Volleyball, Baseball/Softball</u> <u>Frosh: Football Asst (3), B&G Basketball, Soccer, Baseball/Softball (1 each), Girls Volleyball</u> <u>JV Cheer Asst/season, Frosh Cheer/season, JV B&G Badminton, Sr. High Intramurals, Middle School Sports, JV Flag Football Asst (2)</u> <u>+3 at site discretion in this level (Fall, Winter, Spring)</u>	Tier 4	<u>5.5%</u>	<u>6.5%</u>	<u>7.5%</u>	<u>8.5%</u>	<u>0.4%</u>
<u>Frosh Asst: Baseball (2), Softball (2), Soccer, B&G Basketball, Girls Volleyball, Frosh Cheer Asst/season</u>	Tier 5	<u>4.5%</u>	<u>5.5%</u>	<u>6.5%</u>	<u>7.5%</u>	<u>0.3%</u>

Intent: Athletics stipends across tiers 1-5 cannot be interchanged across sport gender or sport type. However, in collaboration with Operations, stipends of another “level” in the same sports program (e.g., V vs JV vs Frosh boys basketball) may be applied with some flexibility across the same program, but only within the same sport and same gender. “Extra weeks” applies the same way, with flexible interchangeability firmly confined to the same sport and gender; for example, JV and Frosh extra-week stipends could be used by non-Varsity coaches.

- f. Extra duty pay for other assignments shall use the stipend base as follows (with stipends able to be split, based on ratio division of labor and time, when multiple employees are co-responsible):

<u>Assignments</u>	<u>Tier (match athletics chart)</u>
<u>High School Activities Director</u> <u>Band (3: per season basis like cheer or athletic director)</u>	<u>1</u>
<u>Lead SkillsUSA/HOSA Advisor, Mariachi, Choir, Drama, JROTC</u>	<u>2</u>

SkillsUSA, HOSA, Competitive Speech and Debate, MESA, Mock Trial, Academic Decathlon	3
Annual/Yearbook, Newspaper	4
N/A	5

Assignment	1st Yr.	2nd Yr.	3rd Yr.	4th Yr.
1. Competitive Speech & Debate, Drama, Band, & JROTC	4.50%	5.50%	6.50%	7.50%
2. Newspaper	3.50%	4%	4.50%	5%
3. Annual (yearbook) and Choir	3%	3.50%	4%	4.50%
4. High School Activities Director	10.50%	11.50%	12.50%	13.50%

18.16.4 Amount Paid in Addition to the Salary Schedule

18.16.4.1 Degree Stipends

- a. Master's Degree (in Class C, D, E and F only): 3.3% of the Stipend Base.
- b. Doctorate Degree: 6.6% of the Stipend Base
- c. Official transcripts verifying degree conferral must be submitted to Human Resources by November 1 to receive the stipend for the current school year. Teacher fulfillment of all degree requirements must have been completed prior to the first day of the employee's work year. It is the responsibility of the teacher to obtain transcripts on or before this deadline. Transcripts received after this deadline shall not be considered for stipend issuance until the succeeding school year.

18.16.4.2 Effective and retroactive to July 1, 2021 preschool teachers shall receive Master's and Doctorate stipends using the percentages of 18.16.4.1 applied to the Preschool Stipend Base Salary (18.16.2.b).

18.16.4.3 The Chairperson of each high school department shall receive annually the incremental amount as listed on the salary schedule.

18.16.4.4 Starting with the 1989-1990 school year, middle school department chairpersons shall receive 75% of the high school department chairperson stipend listed in Section 18.16 including 75% of the amount for teaching periods in the departments above 25. A department shall consist of three (3) or more teachers assigned to the same or related subjects for 60% or more of the instructional day. Departments shall be confirmed by the

site administrator and the Assistant Superintendent of Educational Services or his/her designee.

18.16.4.5 Special Education Teachers shall receive a 3.5% of the Stipend Base Salary effective 7/1/01.

18.16.4.6 Bilingual Stipend

Unit members shall receive a stipend equal to 2.5% of the Stipend Base Salary who qualify as functionally bilingual in any language in addition to English (including ASL) as determined by at least one of the following:

- certificate of biliteracy; or
- bachelor’s degree or greater in the language; or
- any certification that would qualify the teacher as a translator/interpreter; or
- any mutually approved language proficiency verification/testing or other verification mutually agreeable to the District and Association.

Any member applying and qualifying for the bilingual stipend agrees to be included in an internal-eyes-only District list of “voluntary language-support” personnel. While inclusion on this list does not itself obligate any member to provide language-related assistance, it is the intent that broad transparency among District employees can naturally lead to meaningful interdependence in connecting with students and families.

18.16.4.8 Department Chair Extra Pay

Any high school department chairperson shall receive a stipend equal to 3.6% of the Stipend Base Salary. For each teaching period in that department above 25 periods for the school year, this amount shall be increased prorated by 1/25 of the stipend per extra period.

The same formulas and pay shall apply for any middle school department chair, but with a 2.7% stipend rather than 3.6%.

18.16.4.9 National Board Certification

Unit members who provide (and maintain as needed) evidence of National Board Certification shall receive a stipend equal to 1% of the Stipend Base Salary.

18.17 Work Year for Support Personnel

Position	Days in addition to teacher year	Base Salary Index: 1st year in position	Base Salary Index: 2nd year in position
Librarian	+10	+055 1.06	+055 1.08

Instructional Specialist	+ 2	1.04 <u>1.06</u>	1.06 <u>1.08</u>
Multicultural Specialist	+ 2	1.04 <u>1.06</u>	1.04 <u>1.08</u>
Program Specialist	+ 2	1.04 <u>1.06</u>	1.06 <u>1.08</u>
Other Specialist	+ 2	1.04 <u>1.06</u>	1.06 <u>1.08</u>
Team Leader	0	1.04 <u>1.06</u>	1.04 <u>1.08</u>
Walton Team Leader	0	1.04 <u>1.06</u>	1.06 <u>1.08</u>

Upon ratification, the above salary factor changes shall be applied effective as of the 2023-2024 contract year onward.

18.18 CTE Equivalency (see Appendix G for the CTE Equivalency Salary Schedule)

- a. Effective upon ratification, qualification for column placement on the CTE Salary Schedule shall be modified as follows:

<u>CTE Column</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
<u>previous column qualification</u>	<u>Preliminary (equates to 3 VE)</u>	<u>Preliminary +1 VE (4 VE)</u>	<u>CLEAR +2 VE (5 VE)</u>	<u>CLEAR +3 VE (6 VE) including AA/+ or licensing</u>	<u>CLEAR +4 VE (7 VE) incl. BA/+, or AA/+ & licensing</u>	<u>CLEAR +5 VE (8 VE) incl. MA/+, or BA/+ & licensing</u>
<u>new column qualification</u>	<u>Credential (Clear or Preliminary) equates to 3 VE</u>	<u>Credential +1 VE</u>	<u>CLEAR Credential +2 VE</u>	<u>CLEAR Credential +6 VE</u>	<u>CLEAR Credential +8 VE</u>	<u>CLEAR Credential +10 VE</u>

Additionally, placement structure for the CTE Equivalency schedule shall have the following change:

Old conversion structure:

For CTE teachers, the following are CTE Vocational Equivalencies (VE):

One (1) year industry work experience in the credentialed CTE field, approved paralleling CTC guidelines = 1 VE

Fifteen (15) academic units (inclusive of vocational training education in credentialed CTE field) = 1 VE

Official licensing (inclusive of industry certificates) in the credentialed CTE field = 1 VE

BA is equivalent to 3 VE; MA is equivalent to 2 VE more than a BA

Note: The CTC's vocational experience qualifications for a CTE Preliminary Credential are not double-counted.

(Whatever satisfied the preliminary credential requirements is already providing 3 VE itself via the prelim.)

New conversion structure:

For CTE teachers, the following are CTE Vocational Equivalencies (VE):

- One (1) year industry work experience in the credentialed CTE field approved paralleling CTC guidelines

- Fifteen (15) academic units (inclusive of vocational training education in credentialed CTE field) = 1 VE

- Official licensing (inclusive of industry certificates) in the credentialed CTE field (15 units Equivalency) = 1 VE

- [BA is equivalent to 3 VE; MA is equivalent to 2 VE more than a BA](#)

- b. [Within 30 days of ratification, current CTE teachers will be explicitly notified of their ability to request a salary placement adjustment pursuant to 18.18.a and 18.18.b as described above.](#)

[Any CTE teachers who request such review and provide any necessary supporting documentation before November 1, 2024, \(or within four months of Agreement ratification, whichever is later\) shall have their placement updated with resulting compensation retroactive effective July 1, 2022, while being expressly subject to the retroactive pay structure in 18.2.16 for 2022-2023 and 2023-2024.](#)

18.19 [Longevity](#)

- a. [PreK \(Preschool\) Longevity Stipend](#)

~~Effective and retroactive to July 1, 2019,~~ PreK teachers shall annually receive longevity stipends commensurate with their in-District longevity as ~~follows: shown below.~~ [Effective July 1, 2024, the previous longevity stipend format is replaced with the following:](#)

PreK Teacher Time in District (consecutive full years)	0-4	5-9	10-14	15-19	20-24	25-29	30-34	35-39	40/+
Stipend as % of the PreK Stipend Base (18.16.2.b)	N/A	1%	2%	3%	4%	5%	6%	7%	8%

Teacher Time in District (consecutive)	Longevity Stipend
Zero to four (0-4) full years	N/A
Five to nine (5-9) full years	1% of the Preschool Stipend Base (18.16.2.b)
Ten to nineteen (10-19) full years	2% of the Preschool Stipend Base
Twenty (20) full years or more	3% of the Preschool Stipend Base

All such PreK longevity stipends shall be paid in equal monthly installments over the year.

- b. [Longevity Stipend](#)

[Effective June 30, 2025, non-PreK bargaining unit members shall annually receive longevity stipends commensurate with their in-District longevity as shown below:](#)

Teacher Time in District (consecutive full years)	0-9	10-14	15-19	20-24	25-29	30-34	35-39	40/+
Longevity Stipend as % of the Stipend Base (18.16.2.a)	N/A	2%	3%	4%	5%	6%	7%	8%

[The intent of this language is to be applied as follows:](#)

- [The employee's anniversary date is what triggers qualification for years-progression.](#)
- [Upon reaching a completion date causing movement along the chart above, prorated longevity stipend payments will begin starting the following month.](#)

- All such longevity stipends shall be paid in equal monthly installments over the year. Prorated amounts are the same size as non-prorated amounts; the number of months paid is what changes.
- Actual payment implementation will begin (for employees whose anniversary date qualifies them for a longevity tier) beginning July 1, 2025, making 2025-2026 the first year of payments.

18.20 Elementary Prep Stipend

Effective July 1, 2020, the elementary prep stipend shall be equivalent to 2.3% of the stipend base salary (Class 1A, step 1 on the salary schedule), rounded to the nearest dollar.

18.21 Retired Consultant Hourly Rate

The hourly rate for retired consultants is recognized as having been \$50.98 in 2020-2021. [Note: This number includes the 2% retroactive increase applied near the end of last year as part of the 2019-2020 agreement, but not the new increases from this agreement.] It is understood that the increases applied by this agreement result in a new rate of \$54.08 from 2021-2022 onward, then further modified by the 2022-2025 Successor Agreement as follows:

- 22-23: \$56.24 (\$15,185.99 divided by 270 hours)
- 23-24: \$57.93 (\$15,641.57 divided by 270 hours)
- 24-25: \$58.51 (\$15,797.98 divided by 270 hours)

~~NOTE: STA formally withdraws 18.23 below if we do an Ag MOU for 2024-2025.~~

~~18.22 Agriculture (Ag) Extended Year~~

~~Effective beginning with the 2024-2025 contractual year:~~

~~18.22.1 Ag teachers are compensated at a 1.2 salary factor (herein meaning 120% of their salary schedule placement cell) and have their income appropriately reported to STRS as a 224-day work year.~~

~~18.22.2 Each Ag teacher is expected to perform additional duties which may include:~~

- ~~a. Management of Career Technical Education (CTE) assigned budget and expenditures~~
- ~~b. Future Farmers of America (FFA) advisory duties~~
- ~~c. Coordination and attendance of conferences and FFA events~~
- ~~d. Supervision of students after contracted hours (field trips, etc.)~~
- ~~e. Reasonably verifying equitable distribution of program duties and hours across Ag teachers in the program~~

~~18.22.3 Any site with at least five (5) CTE total teachers and an Ag program that includes at least 75% as many Ag teachers as all non-Ag CTE teachers combined at the site must include a recognized Ag department and Ag chairperson distinct from other CTE at the site.~~

~~District strikes above language. District agrees to extend the current MOU for 2024-25 school year 5/7/24~~

19. ~~WALTON~~ SPECIAL EDUCATION ~~CENTER~~

19.1 Walton Special Center

19.1.1 All Walton teachers shall be covered by the Agreement with the specific exceptions that follow in this article section.

19.1.2 Salary

Permit teachers' salary schedule shall be in accordance with Appendix G.

19.1.3 Adult-Student Ratio

The adult-student ratio shall be set according to State requirements.

19.1.4 Hours ~~(the following changes are effective the beginning of the 2004/05 school year~~

19.1.4.1 Changes in hours and assignments shall be made according to the needs of the program and legal requirements. Employees shall be notified of any such change 30 days prior to the effective date.

19.1.4.2 ~~Any teacher employed in a program that is less than six (6) hours shall be paid in proportion to the six (6) hour day. Any teacher working less than full time (whether through job sharing per article 9.5 or otherwise working part-time) shall be paid proportionately as per past practice.~~

19.1.4.3 The teaching schedule for teachers shall be established under the direction of the principal, subject to the input of the staff and the needs described in the IEP (Individualized Education Program) / IFSP (Individual Family Service Plan).

19.1.4.4 Teaching staff shall be engaged in work-related duties, either on site or on home visits, for six (6) hours per day, including The day will include a duty-free lunch period of at least 30 minutes, ~~which may be scheduled at the beginning or the end of the work period at the discretion of the site administrator.~~

19.1.4.5 The time on site of pupils shall be established by the District in accordance with State standards. Time remaining in the teacher's work day is for professional duties including, but not limited to, home visits, IEP (Individualized Education Program)/IFSP (Individual Family Service Plan) development, staff meetings, parent meetings, professional preparation, etc.

19.1.5 ~~Transfer to the K-6 Program~~

~~This transfer shall be voluntary. Teachers who are credentialed for the elementary program shall be granted equal opportunity for elementary openings and shall be given salary credit for their teaching experience and education.~~

Transfer Acknowledgement

12.5.1 Any transfer into (or out of) Walton Special Center shall be voluntary.

12.5.2 Walton teachers shall be granted equal access to all transfer protocols (notices, timeframes, applications, interview/selection, etc.) with Preschool, District TK-12 and Adult School teachers pursuant to Article 17 transfer language of this Agreement.

12.5.3 Transfers into (or out of) Walton Special Center shall be given equivalent year placement/credit for their teaching experience (including PreK, TK-12, and Adult) and education. See 17.10 for additional information on transfers between programs.

19.1.6 Extended School Year (ESY) at Walton

- a. ESY will take place immediately following the end of the regular instructional year, with its exact dates identified and announced by the District via program postings for teacher recruitment, communicated no later than April 1.
- b. Student hours will be 8:00 am to 12:00 pm, (with teaching hours being 7:45 am to 12:15 pm to reflect Reporting Time per Article 6.6). Teachers shall be compensated for an additional 30 minutes of preparation time per day, resulting in a five (5) hour day.
- c. ESY Walton Teachers' salary schedule shall be in accordance with the teacher's hourly rate (see Appendix G). ESY Walton teachers shall be paid twice: (a) on or about July 15 for days worked in June; (b) on or about August 15 for days worked in July.
- d. In the event transportation is delayed in picking up a student from the site, the student's teacher will be compensated to the nearest quarter hour at the hourly rate for supervising any time past the teacher's 15 minutes after-school reporting time. Teacher prep time must be accounted for separately from any such transportation-delay supervision of students.
- e. The first day for teachers shall be a day for orientation and preparation without students, with no more than two (2) hours allocated to orientation of the five (5) hour day.
- f. Walton teachers shall not be required to teach ESY. Participation in ESY is optional for Walton teachers. However, Walton Teachers shall be given preference for the ESY teaching vacancies at Walton provided such teachers are qualified to teach the subject matter. If a sufficient number of current Walton teachers are not available to teach ESY, the site will work with Human Resources

- and the Stockton Teachers Association to identify teachers eligible to work at Walton provided they hold the appropriate credential to teach ESY at Walton.
- g. The District shall make every effort to notify selected ESY teachers no later than May 15. Teachers must respond to selection notification no later than ten (10) calendar days from the date of mailing of the notification. The District must provide ESY teachers with their ESY notice of assignment by the last teacher work day of the normal school year.
 - h. No IEP development or meetings will take place during ESY with the exception of: amendments to address incidents when documentation is required; at parent request; or when necessary to address procedures that are required by law.
 - i. The District reserves the right to transfer Walton ESY teachers based on enrollment figures and to terminate employment based on enrollment and staffing needs. A change in assignment shall only be made for good and sufficient reason. The teacher shall have the right to request and shall receive written reasons when a change of assignment is made.
 - j. One (1) day of sick leave shall be granted to each ESY teacher. Such sick leave shall be limited and is cumulative to summer school usage, and is not involved with regular employment sick leave.
 - k. At the end of the summer session, a summer school teacher may opt to be paid for the one (1) day of unused sick leave earned during the current summer session. Payment for the one (1) day of unused summer session sick leave will be made at the teacher's request and at the teacher's daily summer school rate. The request for pay for unused sick leave will be made no later than the last day of the summer session. If the teacher elects not to be paid, the sick leave day contract language.
 - l. The following leaves do not apply and cannot be used during summer school:
 - (1) Pregnancy, (2) Emergency, (3) Class B, (4) Dependent, (5) Maternity, (6) Child Rearing, (7) Adoption, (8) Legislative, and (9) In-Service.

19.2 Caseloads

19.2.1 A caseload shall refer to the following two components combined:

- All eligible students for whom the teacher provides case management and direct SAI services (Note: this does not include those students with a different teacher as their case manager, i.e., SAI provided in a secondary context via Learning Center pullout or subject-specific rostered courses);
- All pending students, with the date the district received parent consent entered in SEIS and a signed assessment plans, during the 60-day assessment period only.

19.2.2 Site-Specific RSP Teachers

- a. The caseload for an RSP teacher must not exceed 27 students (pursuant to 19.2.1) whenever the RSP teacher provides services solely at one site. (Note: This provision is inclusive of TK-8 RSP

and high school RSP.)

- b. Whenever an RSP teacher is tasked with providing services at more than one site their maximum caseload must instead be 26 students (pursuant to 19.2.1).

19.2.3 Itinerant Assignments

- a. The positions of Itinerant TK-8 RSP attached to the Special Ed Department, and SiteSpecific TK-8 RSP are distinct. As such, teachers cannot be reassigned from sitespecific to Itinerant TK-8 RSP attached to the Special Education Department, or vice versa.
- b. Whenever a site-specific RSP teacher has a caseload under 26, they may be assigned to serve more than one site up to a maximum of 26 students (pursuant to 19.2.1).
- c. District discretion prevails on the number and distribution of sites where an Itinerant TK-8 RSP teacher attached to the Special Ed Department may be tasked with providing services. An Itinerant TK-8 RSP's caseload must not exceed 26 students (pursuant to 19.2.1).
- d. Itinerant TK-8 RSP teachers attached to the Special Ed Department are to be provided with access to student information systems for every student across all TK-8 RSP teachers' caseloads.
- e. All other traditionally itinerant special education positions who have a caseload (e.g., Visually Impaired, Deaf and Hard of Hearing, but not traditional SDC or RSP) shall likewise have a caseload maximum of 27 (pursuant to 19.2.1).

Intent: The above accounts for three (3) senses of "itinerant" positions:

1. Site-specific TK-8 RSP who serve more than one site
2. Itinerant TK-8 RSP who are attached to the Special Education Department
3. All other traditionally itinerant SPED positions (VI, DHH, APE, O&M, etc.)

19.2.4 Caseload Site Changes

To change any TK-8 RSP teacher's site (i.e., assigning them students from a site they are not yet serving), the District must provide the teacher with:

- pertinent digital access (Synergy, Illuminate, iReady, etc.) regarding the site(s);
- five instructional days' notice prior to the change;
- two additional days of release days to adequately transfer materials and to prepare instruction (see article 17.5.2); and
- any new mileage implications resulting from the transfer process (see article 16.1)

19.2.5 Caseload Reduction Procedure

Whenever a caseload must be reduced to honor limits, reduction shall re-assign whichever students have been on the teacher's caseload the shortest amount of time. However, the teacher (in consultation with Special Education Administration) may indicate a more appropriate solution in writing, which the District may then consider instead in order to right-size the caseload.

The case manager will be responsible for informing the District when their caseload reaches (and also when it exceeds) the maximum limit; and the District will initiate the caseload adjustment within five (5) days of receiving notice from the case manager.

Caseload reductions shall be for the purpose of caseload-limit compliance, not to reduce caseloads significantly enough to assign the teacher an additional site.

Changing a teacher's site assignment(s) is recognized by the parties as a distinct and separate matter from "caseload reduction."

19.2.6 RSP Caseload Reporting

To support District oversight and regulation of caseloads, all case managers shall be responsible to turn in a Caseload Verification Report form to their SPED program specialist on a monthly basis, with the District responsible to retain this information and to take appropriate action as needed.

19.3 Case Management Support Mechanisms

19.3.1 High School RSP teachers must be provided every instructional day with a resource period that is time-equitable with the other class periods of the site's class schedule.

A high school RSP resource period:

- is used to complete duties specific to education specialists such as assessment, developing Individualized Education Plans (IEP), holding IEP Meetings, etc.;
- does not replace a teacher's preparation period, nor is it itself a preparation period;
- cannot be "bought out" to teach an additional class, nor compensated to substitute for another teacher's class, nor shall the teacher be expected or prompted to make use of the period for any other purpose that is not case management.

19.3.2 Except for High School RSP, all teachers who have a caseload are authorized to utilize up to ~~thirteen (13)~~ fourteen (14) Case Management Release (CMR) days per instructional year to support the fulfillment of case management responsibilities. For any teacher with CMR allotment, usage of Resource Days (per article 6.2) shall come out of the CMR allotment, such that the teacher's CMR and Resource Days combined remains fourteen (14). These days do not roll over into subsequent years. CMR days will also be prorated based on the teachers attendance or days worked in that year. (Example: A teacher on leave 50% of the year would only get 7 days instead of 14.)

If the teacher had input the CMR day less than 48 hours in advance, the CMR day is simply not consumed. However, if the teacher scheduled the CMR day at least 48 hours in advance, the CMR day is still consumed, and the CMR day's consumption is compensated to the teacher at the daily substitute rate in recognition of various case management duties functionally being relocated outside their normal workday. The teacher is to provide a summary of completed tasks for the consumed CMR day, to be verified by site administrator.

19.4 Meetings, Training, and Curriculum

19.4.1 Monthly SPED Meetings

All non-secondary special education teachers shall be required to attend one monthly District SPED meeting. When meetings are held virtually, teachers must be on-site. In scheduling and hosting these monthly SPED meetings, the District shall make every reasonable effort to use format(s) and time(s) that maximize equitable access.

To time-compensate this requirement, each non-secondary special education teacher shall be released from one of their monthly site meetings. At the site administrator's discretion in collaboration with teacher input, release may be any 6.4 faculty or 6.5 PLC collaboration that month. However, if one site meeting is in direct time-conflict with the SPED meeting, then the meeting in conflict shall automatically be the teacher's released meeting.

19.5 Within forty (40) instructional days of ratification of the Agreement (unless this timeframe is mutually extended by the District and Association), the District and the Association agree to form a committee of six individuals, three appointed by each party, to jointly continue to explore contractual improvements to the implementation framework for special education services in the District, then make a presentation and recommendation to the bargaining teams for ~~2022-2023 Successor negotiations~~ the subsequent negotiations cycle. The committee may meet either during the work day with District-paid release time, or on a District-paid hourly basis outside the teachers' contractual work day, or a combination of both.

[NOTE: This section has been relocated from Article 2 as it pertains to SPED rather than Class Size.]

20. ADULT EDUCATION TEACHERS

Adult Education Teachers shall be covered by all provisions of the agreement, with the specific modifications that follow:

20.1 Agreement/Recognition

Add adult hourly teachers and include certification from PERB (Public Employment Relations Board) as Appendix A.

20.2 Class Size

20.2.1 Attendance Accounting

Computation of ~~average daily~~ attendance (~~ADA~~) is based upon a positive attendance accounting system; that is, attendance hours may be counted only for actual student time in class.

20.2.2 Maximum Class Size

Except as provided for by 20.2.2.1, the maximum class size shall be 35 students in attendance per class session.

~~20.2.2.1 At the option of the teacher, the class size of a physical activity class may exceed 35 students in attendance.~~

20.2.2.1 In order to maintain sufficient enrollment and at the option of the district, classes may be held in-person, on-line or a combination thereof.

20.2.2.2 In classrooms that require established seating capacity or work stations, the maximum class size shall be based upon established seating capacity of the room or laboratory work stations.

20.2.2.3 To allow for attrition, the maximum class size may be exceeded by 25 percent at the beginning of any school term for a period of not more than two (2) weeks. If students in attendance exceed 35 students for more than two (2) weeks, Section 2.4 of the K-12 contract shall apply.

20.2.3 Minimum Class Size

20.2.3.1 The minimum class size shall normally be no less than eighteen (18) students in attendance, provided that the District may maintain classes of fewer than eighteen (18) and/or cancel classes pursuant to the provisions of this Article.

- 20.2.3.2 A class may be canceled at any time that funding becomes unavailable, the average attendance drops below eighteen (18) students for two consecutive weeks, or fewer than twenty (20) students initially enroll for the class.
- 20.2.3.3 Exceptions to the minimum of eighteen (18) students in attendance may be made by the District in classes offered irregularly, in classes which can be offered only in limited classroom or laboratory facilities, in classes which are part of an experimental or pilot program, in classes subject to statutory or state regulation controlling class size, and in classes whose cancellation would constitute a hardship to the District or an educational disadvantage to students.

20.3 Evaluation

The evaluation procedure outlined in Article 3 shall apply to adult education teachers.

20.4 Fringe Benefits

~~Effective July 1, 1986, Adult Education Teachers working twenty (20) or more hours per five (5) day week shall be entitled to the fringe benefit provisions as set forth in Article 4.~~

Every Adult Education teacher (1.0 FTE) shall receive the same insurance options ~~full insurance~~ and fringe benefits granted to other teachers in the unit. For Adult Education teachers less than 1.0 FTE (including, but not limited to, Adult Education teachers splitting a position), existing District practice shall be followed as for other teachers less than 1.0 FTE in the unit.

20.5 Hours and Calendar

- 20.5.1 A full-time assignment in Adult Education is defined as 33.75 hours per five day week ~~and a half-time assignment is defined as twenty (20) hours per five day week.~~
- 20.5.2 The hours of a full-time Adult Education Teacher shall consist of two 195-minute blocks with a fifteen minute break in each block.
- 20.5.3 Section 6.16 shall not apply to Adult Education Teachers.
- 20.5.4 Faculty and departmental meetings will be in accordance with the regular teachers' meeting schedule.
- 20.5.5 The ~~calendar shall consist of (182) working days (180 teaching days plus two (2) student contact days) in each year of this Agreement (the~~ Adult School Calendar shall be as listed in 6.18).
- 20.5.6 Adult Education Teacher Reporting Time

Full-time Adult Education Teachers are required to report for duty fifteen (15) minutes in advance of the first assigned class (Article 6.5 shall not apply to Adult Education Teachers).

20.6 Leaves

Full Time Adult Education Teachers ~~working 33.75 or more hours per five day week~~ shall be entitled to all leave provisions as set forth in Article 7. For Adult Education Teachers working as less than 1.0 FTE status, ~~leave provisions will accrue on a prorated basis for teachers working less than 33.75 hours per five day week.~~

20.7 Summer Session

~~An adult education summer session of at least six (6) weeks shall be maintained for the term of the Agreement, provided the ADA can be applied to either year's ADA "cap," or the District has other funds to operate the summer session.~~

20.7.1 Summer Session for SFA shall:

- take place immediately following the end of the regular instructional year, with its exact dates identified and announced by the District via program postings for teacher recruitment, communicated no later than April 1.
- consist of 4 (four) hours of student instruction per day and an additional one (1) hour of on-campus preparation time per day.
- have student hours of 8:00 am to 12:00 pm (with teaching hours being 7:45 am to 12:45 pm). Teachers will be compensated for the additional one (1) hour for on-campus preparation time per day, resulting in a (5) hour day.
- SFA's Summer Session teachers shall be compensated in accordance with the teacher's hourly rate (Reference Appendix G).
- Full Time Adult Education Teachers will have the first opportunity to work SFA's Summer Session.

20.7.2 Evening Adult Education Teachers will have the second opportunity to work SFA's Summer Session. If enough teachers are not available to work SFA's Summer Session, the site will work with Human Resources and Stockton Teachers Association to identify teachers with the appropriate credential.

20.7.3 The District shall make every effort to notify selected Summer Session teachers no later than May 15. Teachers must respond to selection notification no later than ten (10) calendar days from the date of mailing of the notification. The District must provide teachers with their Summer Session notice of assignment by the last teacher work day of the normal school year.

20.7.4 At the discretion of the District, SFA's Summer Session classes may be held in-person, on-line or a combination thereof. SFA's Summer Session is subject to funding and may be canceled when funding becomes unavailable.

20.7.5 The hours of one (1) day of sick leave shall be granted to each SFA Summer Session teacher. Such sick leave shall be separate from per-diem sick leave, as clarified below concerning past practice.

At the end of the SFA Summer Session, a teacher may opt to be paid for the 5 hours of one (1) day of unused sick leave earned during the current summer session, at the teacher's hourly rate. Payment will be made at the teacher's request, with the request made no later than the last day of SFA Summer Session. If the teacher elects not to be paid, the sick leave day's hours accumulate in accordance with past practice of an hourly based "sick leave hours" bank.

The parties agree this site practice shall be officially tracked and documented in ways that are verifiable to the parties whenever needed, parallel to nominal sick leave.

20.7.6 The following leaves do not apply and cannot be used during summer school: (1) Pregnancy, (2) Emergency, (3) Class B, (4) Dependent, (5) Maternity, (6) Child Rearing, (7) Adoption, (8) Legislative, and (9) In-Service.

20.7.7 The District reserves the right to terminate summer employment based on enrollment figures and consequential staffing needs.

20.7.8 Teacher evaluation is not part of Summer Session and accordingly will not occur.

20.8 Evening Session

- a. An adult education evening session shall:
- be maintained of no more than twenty-one (21) weeks or 82 (eighty-two) days for the term of the Agreement;
 - occur on Tuesday/Thursday evenings from 6:00 PM to 9:15 PM;
 - not occur between Thanksgiving and Winter Breaks or after Spring Break;
 - consist of 3 (three) hours of student instruction per session with teachers being compensated for 3.25 hours per session;
 - shall compensate its teachers per the STA Hourly Salary Schedule (Appendix G);
 - have a maximum evening class size of 35 students in attendance per evening class session;
 - be held in-person only;
 - be subject to funding and may be canceled when funding becomes unavailable.

Evening session teachers shall accrue hourly-based sick leave at a rate of one (1) hour of hourly sick leave for every eighteen (18) evening session hours worked. These hours are interchangeable with (and shall be tracked in combination with) Summer Session hourly sick leave as a single pool attached to that individual teacher (see 20.7.5).

- a. At the end of the regular school year, each adult education teacher has the right to request a single hourly-pay compensation converting no more than fifteen (15) hours of accumulated pay from their current hourly sick leave bank total. Only whole hours may be converted into compensation, and no more can be compensated than the teacher has factually accumulated in total.

~~20.8 — Transfer and Assignment~~

~~This article shall apply to adult education teachers working twenty (20) or more hours per five day week. See Article 17, Section 17.11, for movement between the Adult Education Program and the K-12 Program.~~

20.9 Wages

20.9.1 Effective July 1, 2005, the adult education teachers' annual salary schedule shall be increased by three (3.0%) for the 2005/2006 school year.

20.9.2 Effective July 1, 2006, the adult education teachers' annual salary schedule shall be increased by three (3.0%) for the 2006/07 school year as set forth in Appendix G.

20.9.3 Longevity

Effective with the 1991/92 school year, full-time Adult Education Teachers will have longevity increments at 13, 14, 15 & 16 years (see Appendix G).

20.9.4 The parties agree that the adult school teachers covered by the Hourly Salary Schedule in Appendix G shall not include those teachers qualifying for placement on the Adult Salary Schedule (Appendix G) unless such teachers also teach in those extra classes.

20.9.5 Beginning with FY92/93, the Adult Education Teachers' hourly schedule shall be increased by the same percentage provided to K-12 teachers.

20.9.6 Section 18.13.1 shall not apply to Adult Education Teachers.

20.9.7 Full-time or half-time Adult Education Teachers shall be paid in eleven (11) equal monthly checks.

20.9.8 Full-time Adult Education Teachers shall receive a five percent (5%) stipend on the base salary.

20.10 Substitutes

20.10.1 Adult school shall arrange for its own substitute teachers.

20.10.2 Daytime adult school substitutes shall be paid in accordance with the schedule in Appendix G (Substitute Teacher's Salary Schedule).

- 20.10.3 Evening adult school substitutes shall continue to be paid at Step 1, Class A of the adult hourly rate.

21. DEFINITIONS

- 21.1 "Teacher" refers to any employee who is included in the bargaining unit as defined in Article 1 and therefore covered by the terms and conditions set forth herein. This definition shall apply to substitute teachers unless a specific exception is incorporated into the Agreement.
- 21.2 "Days" means school days during which students are required to be in attendance.
- 21.3 "Working days" means days during which teachers are required to be in attendance.
- 21.4 "Parties" refer to the entities described in Article 1.1.
- 21.5 "Good and sufficient reason" is an action which is neither arbitrary, capricious nor discriminatory.
- 21.6 "Consultation" is the process of meeting and exchanging ideas or opinions on an item of concern to either party for the purpose of seeking a solution to a given problem.
- 21.7 The terms "secondary" and "high school" each refer at minimum to grades 9 through 12, but additionally refer to departmentalized contexts in which students have multiple classes in a period-based schedule, unless:
- an article section otherwise delineates what the terms refer to; or
 - the District and Association mutually agree that the terms mean otherwise in an article section.
- 21.8 Any reference to "kindergarten" shall be understood to include both traditional kindergarten and transitional kindergarten, except whenever:
- an article section referencing kindergarten makes separate references to both levels with distinct language for each; or
 - the District and Association mutually agree that a reference refers to only one of the two levels.

This shall additionally apply to Kindergarten abbreviations (e.g., K-3, K-8, K12) being considered to include Transitional Kindergarten (TK-3, TK-8, TK-12), subject to the same two exceptions above.

22. SUBSTITUTE TEACHERS

- *NOTE: Merely for simplicity, all non-modified sections of the article are not being listed here, and are understood as remaining unchanged by this proposal.*

22.2.4 Substitutes may be released after four (4) negative evaluations in one (1) school year at more than one (1) site. At least one of the negative evaluations must be at a second site. If a substitute is charged with sex offense, controlled substance offense, or physical abuse, the substitute may be released immediately. [The District reserves the right to release a substitute per Ed Code section 44953.](#)

22.9.3 Extended-Term Substitutes: (19+ days)

After eighteen (18) consecutive days in the same assignment, an extended-term substitute shall be paid [the minimum teacher's salary \(Column 1A\)](#) ~~according to the appropriate placement~~ on the teachers' salary schedule (Appendix G), [with the following exception:](#) ~~If an extended-term substitute has less than a B.A. degree, then the salary schedule placement shall be the minimum teacher's salary.~~

[Whenever an extended-term substitute's credentialing validly qualifies them for the full teaching position \(for which they are currently only substituting\), then their step and column placement shall be the same as that of an on-contract teacher.](#)

26. PEER ASSISTANCE AND REVIEW PROGRAM

- *NOTE: Merely for simplicity, all non-modified sections of the article are not being listed here, and are understood as remaining unchanged by this proposal.*

- 26.8 PAR activity/language (26.1 through 26.7 and references to PAR elsewhere in the Agreement) is suspended through June 30, 202~~3~~5.
- a. Until otherwise negotiated, any teacher who most recently received an Unsatisfactory final evaluation, shall, for the following year:
 - ...if currently referred to PAR is to be followed up with in 20~~3~~5-202~~4~~6.
 - ...evaluation-related support for teachers who most recently received a final evaluation of Unsatisfactory shall be parallel to that of teachers who received Needs Improvement.
 - ...shall not be reassigned any evaluator who has previously evaluated the teacher as Unsatisfactory.
 - ...shall be allocated a “site mentor” (paralleling existing practice; similar but not identical to an induction support provider and not necessarily from the teacher’s site). The District shall make every effort to pair appropriately experienced mentors for the teacher’s context (e.g. life level, subject, SPED, etc.). Selection and compensation shall parallel existing practice for site mentors.
 - b. For anyone appointed to the PAR panel, 2020-2021, 2021-2022, ~~and~~ 2022-2023, 2023-2024 and 2024-2025 each shall not be considered a year of their term.
 - c. The District and the Association agree to form/maintain a committee of six individuals, three appointed by each party, to jointly continue crafting, modifying and/or developing a program to address the resources and supports needed by PAR candidates and make a presentation with recommendations to the bargaining teams for ~~2022-2025~~ 2025-2028 Successor negotiations. The committee may meet during the work day with District paid release time, on a District-paid hourly basis outside the teachers’ work day, or both. The parties retain the option to mutually waive usage of this committee.

27. CONTRACT WAIVER

27.1 Purpose and Guidance

27.1.1 Purpose

The purpose of the site-based decision making contract waiver is to provide an opportunity for school employees (management, certificated and classified) and the school community to jointly shape decisions regarding governance, curriculum and organization at the school level in order to improve the teaching-learning process. Proposals originating from this problem solving process can range from one that is limited in scope and affects a small segment of the school to one that is broad enough to affect the entire school. Proposals that make changes that previously would have been discretionary to the school and within the authority of the principal need not be subjected to this process. The purpose of this process is to set forth the steps that originators of educational change proposals based upon concepts of participatory management must take to get approval for the change.

27.1.2 Guidance (Chronological Overview)

This subsection illustrates the intended time sequence of steps in the waiver generation and approval process. While deviating from the timeline shown below can incidentally create risks of non-approval, the later “Process” section of this article is the authoritative rule. It is merely recommended that sites follow this timeline in order to achieve compliance with the process.

November (preview)	<ul style="list-style-type: none"> ● STA site rep(s) provide teachers with rough waiver language showing proposed changes, then also preview with teachers at the November faculty meeting in preparation for the December faculty meeting.
December (finalize)	<ul style="list-style-type: none"> ● STA site rep(s) distribute waiver language to the faculty at least 3 working days (72 hours) ahead of the last faculty meeting in December. ● At the December faculty meeting, STA site rep(s) address any concerns or questions, and also conduct a straw poll to verify general support. ● STA site rep(s) finalize waiver language in light of Q&A / straw poll.
January (vote)	<ul style="list-style-type: none"> ● STA site rep(s) distribute finalized waiver language to all staff at least 3 working days (72 hours) before a faculty meeting in January. ● At a January faculty meeting, STA site rep(s) would conduct an official waiver vote by STA members. <ul style="list-style-type: none"> ○ If the waiver vote passes with a 2/3 supermajority approval, STA site rep(s) will deliver a copy of the waiver to STA. ● At the January School Site Council (“SSC”) meeting, STA site rep(s) will present the waiver for SSC vote. <ul style="list-style-type: none"> ○ If SSC approves the waiver, STA site rep(s) will deliver a copy to STA.

February (acid test)	<ul style="list-style-type: none"> ● STA reviews the request. <ul style="list-style-type: none"> ○ STA President/CTA Staff reviews the request. ○ If approved the Site Rep will present the waiver to the Association’s executive board for final approval. ○ If rejected, the waiver will be returned to the site rep(s) to draft more appropriate contract waiver language. ○ If approved, STA will sign and send it to the District for approval. ● SUSD reviews the request. <ul style="list-style-type: none"> ○ If rejected, the waiver will be returned to the site rep(s) to draft more appropriate contract waiver language. ● If approved, the District will sign and bring the waiver to the school board for final approval.
March / April (approval)	<ul style="list-style-type: none"> ● The SUSD school board either approves or denies the waiver as written. Approval is required for waiver authorization.

27.2 Process

The School Site Council (“SSC”), as constituted by Education Code Section 52800 et. seq., shall be the site authority for contract waiver and for recommending action to the Board of Education. Any sub committee of the School Site Council addressing potential waivers of the SUSD/STA collective bargaining agreement shall be constituted with a majority of teachers.

The District and Association recognize the need for all participants to have accurate information concerning the operation and procedures of the School Site Council. In an effort to keep all participants informed, the District and Association will jointly produce the "School Site Councils: Their Composition, Role, and Responsibilities." This manual will be made available to school site staff. The District and Association will work jointly to make suggestions on how the School Site Council can be as effective as possible.

27.2.1 Change originators develop a specific change proposal. The proposal should identify the educational purpose, the methods to be used, the process by which the proposal is to be evaluated and fiscal impacts, and may include additional descriptive materials. Proposal originators shall also be required to show definite proof of substantial support by all staff that will be affected by the proposal.

27.2.2 The contract waiver will be reviewed by the School Site Council. In addition to judging the educational value of the proposal, the School Site Council will assure that the plan is in conformance with the school plan. In reviewing the proposal, the School Site Council should work closely with the originators and others to consider or redefine the proposal and include timelines for implementation. Aside from waiver renewals (27.2.2.1), contract exceptions are granted for one (1) year at a time. In some cases, it may be necessary to implement the

proposal for more than one (1) year. In no case shall a proposed contract exception exceed two (2) years without an additional vote. Also, the School Site Council is responsible, along with the originators, to identify any conflicts the proposal may have with collective bargaining agreements, District regulations and State law. In making these identifications, the Council shall consult with STA and the District. The Council shall carefully consider ramifications and alternatives before determining a need for any contract exception, Board Policy waiver or State law waiver. (Conflicts with Federal law must be resolved prior to submission to the Assistant Superintendent of Human Resources or designee.)

Once the proposal is fully developed, the school site council shall forward the proposal, along with its recommendation(s), to the Assistant Superintendent of Human Resources or designee, as well as Assistant Superintendent of Educational Services or designee.

27.2.2.1 Waiver Renewals

A waiver renewal refers to reusing identical waiver language (only updating the indicated school year) in current use at the site, authorized the previous year by STA and the school board.

Waiver renewal differs from the normal process in that a renewal:

- can be requested either for the next one (1) school year or for the next two (2) school years;
- explicitly verifies with voting staff that no changes to the current waiver are desired;
- may be undertaken earlier in the school year as there is no need for modifying, removing, or adding any language; and
- only requires the site faculty vote to approve by a simple majority (instead of a two-thirds majority).

The Association and District each retain discretion to approve any two (2) year waiver request for one (1) year instead of a requested two (2).

If a waiver renewal's simple-majority faculty vote fails or the SSC itself does not approve the renewal, the staff remains free to pursue (mindful of timelines) the full waiver process with new or updated language that a staff supermajority and SSC would each find acceptable.

27.2.3 The proposal is sent to: 1) Stockton Teachers Association President. STA reviews the waiver, if approved, signs the waiver and sends it to the Assistant Superintendent of Educational Services or designee Elementary or Secondary Education. Educational Services is responsible for legal and educational review. If any party requests a meeting to discuss the proposal, a meeting will be convened prior to the proposal being presented to the Board. The meeting will be for review purposes only.

The proposal is then sent to the Superintendent for placement on the Board of Education agenda for its consideration. The requesting school will present its proposal to the Board of

Education. The Superintendent may make recommendations to the Board, but approval of the proposal rests with the Board. If the Board approves the proposal and there is a need for changes or exceptions to Board Policy or State law waivers, the Board will direct that those activities be undertaken prior to the implementation of the proposal. If there are conflicts with other collective bargaining agreements, the Board will direct the administration to work with those units to seek waivers.

27.2.4 If the plan requires an exception to the SUSD/STA contract, the process shall be as follows:

27.2.4.1 Exceptions shall be limited to the following articles:

Article 2. Class Size
Article 6. Teaching Hours
Article 8. Liaison Committee
Article 9. Miscellaneous
Article 12. Preschool Programs
Article 19. Walton Special Center
Article 20. Adult Education Teachers

27.2.4.2 Following approval by the SSC, A Contract Waiver Request Form shall be completed by the school site and sent to the STA President for review. All members of the School Site Council who are present for the vote (or in the event of an emergency vote on a secret mail or electronic ballot with a 30 day notice per AB361) must sign SBFORM2 (see Appendix H). Appendix H and any other documents to be delivered in connection herewith may be electronically signed in the event of an emergency, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

27.2.4.3 Following waiver document submission to STA, the STA will review the request and then sign and send it to the District if approved. If tentatively approved by both, the District will bring the waiver to the school board for approval. If rejected by either party, the waiver will be returned to the faculty representative with the option to draft more appropriate contract waiver language. Any subsequent language agreed to shall be returned to SSC and the site faculty representative(s) for a vote by both the faculty and SSC before then being resubmitted to the District and STA for approval before finally going to the school board.

27.2.4.4 Ballots for faculty voting will be prepared by the faculty representative (s) and contain the wording sent by the District and STA.

27.2.4.5 The proposed contract waiver language will be distributed at least three (3) working days prior to the vote. The vote will be by secret ballot and conducted at a regular faculty meeting (or, in an emergency making in-person voting unsafe,

using secret ballot by mail or electronic secret ballot). A ballot will be mailed to off-session faculty at year-round schools or any school format involving staff rotation that could inhibit off-cycle member access to voting.

- 27.2.4.6 The votes will be tallied by the principal and the faculty representative (s) and reported on the Final Exception Form (Appendix H).
- 27.2.4.7 At least two-thirds (2/3) of the teachers voting must vote in the affirmative to deviate from the contract (Appendix H).
- 27.2.4.8 The faculty will be notified of the results of the vote no later than twenty-four (24) hours after the vote.
- 27.2.4.9 The Final Exception Form will be completed and sent to the SUSD Human Resources Office and the STA Office.
- 27.2.4.10 To continue the exception, it must be voted on against the end of the timeline specified in the proposal.
- 27.2.4.11 It is permissible to vote on an exception at the end of one year to affect the next school year.
- 27.2.4.12 If the majority of the teachers determine that the agreed-upon exception is not solving the identified problem, the principal and faculty representative (s) should contact the SUSD Human Resources Office and the STA Office to request a modification or discontinuance of the exception.

27.3 Protections

27.3.1 Whenever a site waiver creates minimum days and/or alters contractual meetings (e.g., by banking minutes or otherwise modifying scheduling for faculty meetings and/or PLC collaborations):

A comprehensive schedule of all minimum days and meetings for the school year (clearly-labeled to indicate 6.4 or 6.5 meeting time) with full fidelity to the waiver must be provided to the Association during or before the month of August. Such schedules must be adhered to and remain unmodified. However, if an unforeseen need for changes arises, a request for a modification can be presented by the site/District for consideration to the Association.

A limited use of some “floating days” in the above scheduling is allowable as long as the dates are notated as floating days, tracked, and explicitly recorded in site calendaring whenever floating days are implemented with specified dates.

29. DURATION OF AGREEMENT

- 29.1 This Agreement is effective from July 1, ~~2019~~ 2022 through midnight, June 30, August 31, 20222025.
- 29.2 The ~~June 12, 2020~~ May 7, 2024 tentative agreement completes successor negotiations for ~~2019-2020~~ 2022-2023, 2023-2024, and 2024-2025, and extends the collective bargaining agreement through August 31, ~~2022~~2025.

The parties agree to forego reopeners for 2023-2024 and 2024-2025, while parties acknowledging that a typical reopener year would ~~2020-2021 and 2021-2022, each to~~ open:

- Article 4: Benefits,
- Article 18: Wages, and
- Two (2) Articles of each party's selection.

~~For 2020-2021, Article 26 (PAR) and Article 2 (Class Size) shall additionally be reopened.~~

The parties' shared intent is to engage 2024-2025 together as a purposefully collaborative year, using ad hoc contract-topic committees to proactive prepare for 2025-2028 Successor negotiations. For ease of access, below are the committees set to begin in the fall of 2024-2025 (with starting dates to be mutually determined):

- evaluation of non-classroom positions: see article 3.10
- evaluation of ECE positions: see article 3.10
- the future of PAR (or alternative): see article 26.8.c
- Special Education: see article 19.5

Further ad hoc negotiations committees on other topics may be mutually deemed useful by the parties and accordingly utilized, but are not mandated by this Agreement. The parties also retain the right to waive any of the above committees if both parties are in agreement to do so.

- 29.3 Bargaining shall commence on the proposals as soon as possible after the adoption of the District's proposals by the Board of Education. ~~Members of the unit negotiating for t~~ The Association ~~on~~ shall have the right to designate up to seven (7) unit members for negotiations release at a time, with discretion to jointly with the District authorize negotiations release for additional unit members when mutually agreed ~~shall not exceed the number of District negotiators, but shall not be less than four (4) on release time.~~

APPENDIX K

JOINT STATEMENTS

&

SIDE LETTERS



Ms. Julie Penn, Interim Superintendent

DEPUTY SUPERINTENDENT'S OFFICE

Dr. Mark Hagemann
Interim Deputy Superintendent
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BOARD OF EDUCATION

Gloria Allen
Andrea Burrise
Kathleen Garcia
Colleen Keenan
Maria Mendez
Angela Phillips
Steve Smith

February 1, 2016

Administrators and Teachers:

New to the STA contract this year is the addition of 9 hours of Parent/Teacher Collaboration & Engagement. This is what the current STA contract says. The guidelines that follow are meant to help with the implementation of current contract language.

6.20 Parent/Teacher Collaboration & Engagement

6.20.1 Teachers shall collaborate and engage with parents throughout the course of each school year. Parent/teacher collaboration shall be compensated for nine (9) hours salary as reflected in Article 18.

6.20.2 Activities that successfully fulfill parent/teacher collaboration shall include, but not be limited to:

- a. Parent/teacher conferences
- b. High School classroom presentations
- c. Academic Parent Teacher Meetings (e.g. SIG)
- d. Parent training
- e. Subject matter presentations

These are the "tight" parameters:

- Teachers' salaries were calculated using these additional 9 extra hours.
- This is mandatory, per contract.
- The time is to be used to work with parents throughout the school year.
- The contract article lists possible suggestions but is by no means complete.
- The activities are to be in addition to what is normally done by teachers (i.e., routine parent phone calls and IEP meeting attendance do not count).
- The goal is to make parents feel more welcomed at all of our schools, which in turn will help raise student achievement.

Here is what is "loose:"

- Teachers can choose from any appropriate activities. These activities are to be over and above what has normally been done.
- These hours can be completed individually by teachers, by grade levels, departments, or the staff as a whole.
- This is an opportunity for teachers who have always wanted to try an idea for parent involvement to give that idea a try.
- There is no formal accounting document, nor are timesheets required. Teachers should be reasonably prepared to explain how they have engaged with parents. The district and association share the goal of compiling a list of parent engagement activities. This list can be a helpful resource for both teachers and sites.

Because this is a "loose" article, there is no list that says "yes" or "no." Teachers and administrators will work together to use these hours to their greatest benefit, come up with ideas, and see that this time is above what was done before. Also, everyone will need to make sure that schedules are coordinated, and/or the use of school facilities is arranged.

The following is a list of some activities different sites are doing. We will extend this list as more activities are shared:

- Parent conferences with individual parent/teacher
- Parent conferences with groups of parents/teachers by grade levels or subject matter
- Second back to school night
- Donuts for dad/muffins for mom before school
- Literacy/math event
- Parent engagement meetings- ask for parent input on what they'd like to see at site, inform parents on services available, etc.
- School fair with parent information component
- Non-discipline phone calls outside work hours. List of talking points such as positive student comments, parent dreams for student, ideas for parent involvement at site, upcoming events at site, district and community, LCAP information, services available from school, district, etc. Phone calls are not intended to be used for the entire 9 hours.
- Parent weekend conference with different workshops put on by different teacher groups including childcare and lunch
- Attendance at site events such as sporting events, music performances, theatre, etc. Teachers can engage parents before, during and/or after these events with appropriate talking points and/or handouts.
- Training for parent engagement
- Home visits
- Planning time for events
- Fall/Spring Festivals
- LCAP Parent training
- PTA Activities
- Game nights

Given that the amount of time is 9 hours, it is not enough to do everything. This was intended to increase our options for Parent/Teacher collaboration. We may have grade levels/departments which have different ideas, or even individual teachers who come up with great ideas. For the first year, a benefit of this program will be sharing the ideas that each school has with other schools. The Ed Services Directors are helping exchange ideas with principals so that each staff has a selection of appropriate options.

For those schools and/or teachers who want to begin a specific Parent Teacher Team training, Teresa Oden and the SIG principals as well as the SIG teacher champions will be setting up training for staff. However, with only 9 hours we won't be able to get as much training as the SIG sites had in the past. This means we will need to continue to expand the training next year.



Mark Hagemann
Interim Deputy Superintendent



John Steiner, President
Stockton Teachers Association



Stockton Unified School District

To all educators of the STA bargaining unit:

Based on questions being asked by many teachers about the bilingual stipend, STA and SUSD are writing to jointly clarify some broad concerns.

SUSD-STA shared purpose in the bilingual stipend:

The goal of the bilingual stipend is to recognize, compensate, and incentivize bilingual fluency among our educators, as we serve a community with numerous language heritages and support needs. Therefore, the prevailing focus is on the educator’s **actual language proficiency**.

Qualifying:

While there are several ways an educator’s proficiency can be verified, **only one verification** is needed. If an educator has already provided proof of a relevant certificate, “testing” is not required. Please see the chart below for qualification details. Regardless of which form of verification is used, educators must submit the proper form to their HR analyst. Educators already teaching Dual Immersion are not required to submit verification.

Ways to verify proficiency	what it <u>does</u> mean/include	what it <u>doesn't</u> mean/include
Bachelor's or greater in the language	B.A. or higher when degree itself <u>is</u> the language mastered (e.g., BA in Hmong, BA in Urdu, BA in Spanish)	Degrees earned while immersed in another language (<i>no standardized way to verify</i>)
Credential authorization in a foreign language	<ul style="list-style-type: none"> • Bilingual teaching certification (<i>BCLAD, credential including a language "authorization," etc.</i>) • Single Subject Credential that allows teaching in another language (<i>e.g., Single Subject French</i>) 	<ul style="list-style-type: none"> • CLAD • Credentials earned while immersed in another language (<i>no standardized way to verify</i>)
Approved language proficiency <u>verification</u> or <u>testing</u> mutually agreed upon by SUSD and STA	<ul style="list-style-type: none"> • District-proctored online testing • District-supervised 1-on-1 in-person assessment • Other language verification or testing if SUSD and STA mutually approve (<i>contact your HR analyst</i>) • <u>CSET</u> in the language which at minimum involves usage / communication in the language. <i>Example: Subset III: CSET Spanish: Language and Communication; Listening Comprehension; Language and Communication; Reading Comprehension; Language and Communication; Written Expression; Language and Communication; Oral Expression</i> 	Other language verification or testing if either SUSD or STA is unwilling to approve accepting it
Certificate/seal of biliteracy	Documentation that educator graduated with seal of biliteracy	Another organization recognizing the educator for bilingualism

Certification as a translator/ interpreter	Criteria to mirror actual requirements for translators/ interpreters.	Experience doing translation work (whether formally or informally, even if documented)
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Other important points of clarity:

1. *If your language is not **yet** covered by a “mutually approved testing/verification,” this does not mean it cannot be verified. Instead, alert your HR analyst that a method needs to be determined between STA and SUSD to verify proficiency in your language. Please include any suggestions you may have for methods to be reviewed for consideration of approval.*

2. *The bilingual (not multilingual) stipend is for those who demonstrate proficiency in at least one language other than English. Demonstrating proficiency in two or more languages other than English will not result in receiving multiple stipends or increasing the amount of the stipend.*

3. *he bilingual stipend is paid monthly. However, upon first qualifying for the 2022-2023 school year, teachers are retroactively compensated for the school year’s previous months in a single lump sum payment under another paycheck code.*

As this new system is being developed, the patience and persistence of all involved in the process allows increasingly effective implementation.



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Regina Fernandes
Negotiator

Aaron Ferguson
Negotiator

Erich Myers
Negotiator

Felice Bryson-Perez
STA President

La Nita M. Dominique-Tate
CTA Regional UniServ Staff

STAY Strong and Belong

#WeAreCTA

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SUSD Negotiations Team 22-23

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Dr. Suzanne Devitt
Negotiator

Joann Juarez
Negotiator

Maria Valadez-Munoz
HR Analyst Consultant

Dr. Traci Miller
Interim Superintendent

Mary Aguilar & Talisha Teague
Negotiations Logistics

Small Acts. Big Change

#EveryChildMatters

APPENDIX L

GRIEVANCE FORM

Stockton Teachers Association
Grievance Report Form

Grievance Level	Informal	Level 1	Level 2	Level 3	Level 4
date filed:					
person filing:					
filed with:					

Grievant Name (print): _____ **Grievant Position:** _____

Relevant Contract Article Section(s): *(alleged violation, misinterpretation, or misapplication)*

Principal/immediate supervisor: _____

Date(s)/Time(s) of Incident: _____

Name(s) of Witness(es) to Incident: _____

Actions Taken to Cause Grievance:

Remedy Sought:

For timelines and appropriate recipients at each grievance level, see Article 5.

Grievance Number (office use only): _____

Informal resolution discussion (§5.2.1): _____ *(skip this step if grievance went straight to Level 1)*

Date(s)/Time(s) of discussion: _____

Discussion summary:

Grievant		District Representative	
Name (print):		Name (print):	
Position:		Position:	
Signature:	Date:	Signature:	Date:

Note: The above signatures indicate confirmation that the discussion took place as described above, not that any party is in agreement about any resolutions or lack thereof. Signatures may be electronically signed, ink-signed, or mutually waived.

District response (resolution reached, or denial with rationale):

Grievant's Acknowledgment <i>(Completion of this section is not required if the grievance is being transitioned to the next level.)</i>		District Representative's Acknowledgment	
Name (print):		Name (print):	
Position:		Position:	
Signature:	Date:	Signature:	Date:

Formal Level 1 (Immediate Supervisor, §5.2.2):

(skip this step if the Association filed a class action grievance, going straight to Level 2)

Date(s)/Time(s) of discussion: _____

Discussion summary:

Grievant	District Representative
Name (print):	Name (print):
Position:	Position:
Signature: Date:	Signature: Date:

Note: The above signatures indicate confirmation that the discussion took place as described above, not that any party is in agreement about any resolutions or lack thereof. Signatures may be electronically signed, ink-signed, or mutually waived.

District response (resolution reached, or denial with rationale):

Grievant's Acknowledgment <small><i>(Completion of this section is not required if the grievance is being transitioned to the next level.)</i></small>	District Representative's Acknowledgment
Name (print):	Name (print):
Position:	Position:
Signature: Date:	Signature: Date:

Formal Level 2 (Superintendent/Designee, §5.2.3):

Date(s)/Time(s) of discussion: _____

Discussion summary:

Grievant	District Representative
Name (print):	Name (print):
Position:	Position:
Signature: Date:	Signature: Date:

Note: The above signatures indicate confirmation that the discussion took place as described above, not that any party is in agreement about any resolutions or lack thereof. Signatures may be electronically signed, ink-signed, or mutually waived.

District response (resolution reached, or denial with rationale):

Grievant's Acknowledgment <small>(Completion of this section is <u>not required</u> if the grievance is being transitioned to the next level.)</small>	District Representative's Acknowledgment
Name (print):	Name (print):
Position:	Position:
Signature: Date:	Signature: Date:

Formal Level 3 (Conciliation, §5.2.4): *(attach conciliator documentation)*

Date(s)/Time(s) of discussion: _____

Conciliator name: _____

Discussion summary:

Grievant	District Representative
Name (print):	Name (print):
Position:	Position:
Signature: Date:	Signature: Date:

Note: The above signatures indicate confirmation that the discussion took place as described above, not that any party is in agreement about any resolutions or lack thereof. Signatures may be electronically signed, ink-signed, or mutually waived.

District response (resolution reached, or denial with rationale):

Grievant's Acknowledgment <small><i>(Completion of this section is not required if the grievance is being transitioned to the next level.)</i></small>	District Representative's Acknowledgment
Name (print):	Name (print):
Position:	Position:
Signature: Date:	Signature: Date:

Formal Level 4 (Arbitration, §5.2.5) final and binding decision rendered:

See attached documentation, specifically: _____

signatures below acknowledge resolution of grievance (for any level)

Resolution reached at: Informal L1 L2 L3 L4

Grievant <i>(if resolved at Informal or Level 1)</i>	STA	District
Name (print):	Name (print):	Name (print):
Position:	Position:	Position:
Signature:	Signature:	Signature:
Date:	Date:	Date:

See attached documentation, specifically: _____

