

AGREEMENT
BY AND BETWEEN THE
SOQUEL EDUCATION
ASSOCIATION/CTA/NEA AND THE
GOVERNING BOARD OF
SOQUEL UNION ELEMENTARY SCHOOL
DISTRICT OF SANTA CRUZ COUNTY

JULY 1, 2022 - JUNE 30, 2025

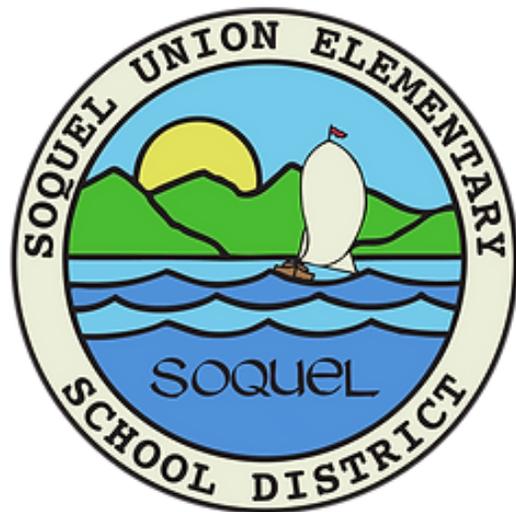


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ARTICLE 1

RECOGNITION

1.1. Exclusive Representative of Certificated Employees

The District recognizes the Association as the exclusive representative of all certificated employees of the Board; "certificated" being defined as those certificated employees rendering service in positions requiring certification by the State of California or by the Board of Trustees, excluding substitutes. Positions designated as management, supervisory, or confidential by the Board, including but not limited to principals, administrative assistants, and affirmative action officers are excluded from the unit.

1.2. Application of Agreement

This agreement applies only to employees in the above described representation unit.

1.3. This Agreement Supersedes Other Rules

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

1.4. Invalidation of Illegal Individual Provision of this Agreement

If any provision of this agreement is held by a court of competent jurisdiction to be illegal, such provisions shall be invalid, but all other provisions shall continue in full force and effect.

1.5. Reopening in Event of Such Illegal Provisions

In the event of such court action, either party can request the reopening of the meet-and-negotiate process to renegotiate the provision or provisions affected.

1.6. Interpretation of this Agreement

The provisions of this agreement shall not be interpreted or applied in a manner which is arbitrary, capricious or discriminatory.

ARTICLE 2

TERM

2.0. Term

The term of this Agreement is July 1, 2022 -June 30, 2025.

The parties further agree that both parties shall have the right to annually reopen up to three articles and Article 13 Compensation.

ARTICLE 3

DISTRICT RIGHTS

3.1. Matters Reserved to Employer

All matters not specifically enumerated in this agreement are reserved to the public-school employer as provided by law.

3.2. Right to Rescind Portions of Agreement in Emergency; Right to Renegotiate in Event of Financial or Economic Loss

In the event of emergency, the Governing Board shall have the right to rescind portions of this agreement directly affected by the emergency situation. An emergency shall be defined to mean medical epidemic, acts of God, a natural disaster or other catastrophe. The Governing Board shall have the right to renegotiate portions of this agreement directly affected by the serious loss of financial or other economic resources by the District.

ARTICLE 4

ASSOCIATION

4.1. Association Business

All Association business, discussion and activities will be conducted by unit members or Association officials outside established duty hours as defined in Article 7 herein, and will be conducted in places other than District property, except when:

4.1.1. Advance Notice

An Association representative will notify the Superintendent or designee regarding the specific time, place and type of activity to be conducted.

4.1.2. Verification on Non-Interference

The Superintendent or designee can verify that such requested activities and use of facilities and equipment will not interfere with the school programs and/or duties of unit members as defined in Article 7, "Hours of Employment," and will not directly or indirectly interfere with the right of employees to refrain from listening to or speaking with an Association representative.

4.1.3. Association Pays Any Fee

The Association pays, if required, the normal fee for the use of District facilities and equipment that relates to utilities, security, cleanup, any unusual wear or damage and use of materials.

4.2. Association Use of School Mailboxes and Bulletin Boards

The Association may use the school mailboxes and bulletin board spaces designated by the Superintendent subject to the following conditions:

4.2.1. Postings Must Be Dated, Organization Identified, and Authorized

All postings for bulletin boards or items for school mailboxes must contain the date of posting or distribution and the identification of the organization, together with a designated authorization by the Association President.

4.2.2. Inform Building Administrator

Prior to the distribution or posting of SEA materials, the building administrator or their designee shall be informed.

4.3. Association Leave

The Association shall have a total of ten (10) days of paid release time for Association business. The Association shall reimburse the District for the cost of substitutes paid release time taken pursuant to this section. Individuals shall be excused from school duties upon two (2) days' advance written notification to the Superintendent or their designee by the Association President.

If the parties agree to participate in interest-based bargaining training provided to Association and District representatives, the District will provide additional days of paid release time for such joint labor-management training.

4.4. Curriculum and Instruction

Teacher councils on instructional and curriculum development appointed by the Association shall have the rights to consult with the Superintendent or their designee(s) concerning: (1) Instructional and curriculum development needs; and (2) Instructional and curriculum materials needs.

4.5. Teachers Elect Representatives to School Site Council

Classroom teachers at each school site will be responsible for the nomination and election by secret ballot of their representatives to the School Site Council. The Association may monitor this procedure.

4.6. Board Meeting Dockets Made Available to Association

Two (2) copies of the Governing Board meeting dockets shall be made available to the Association.

4.7. District Policy Made Available to Association

The District will continue to maintain copies of Board Policies and Administrative Regulations at each school site. Unit members shall have access to the District's copies of Board Policies and Administrative Regulations at reasonable times.

The District will provide a copy of the Board Policies and Administrative Regulations to place in the staff room at each school site; however, SEA, not the District shall be responsible for updating the Board Policies and Administrative Regulations maintained in the staff rooms.

4.8. Availability of Agreement Between the SEA and the Governing Board

Annually, or within twenty-five (25) days of request, the Association will be provided a list of temporary teachers then working for the District.

4.8.1. Each new unit member will receive a copy of the "Agreement by and Between the Soquel Education Association/CTA/NEA and the Governing Board of Soquel Elementary School District of Santa Cruz County" upon their employment. Current employees may obtain a copy of the current "Agreement by and Between the Soquel Education.

Association/CTA/NEA and the Governing Board of Soquel Elementary School District of Santa Cruz County" at the District Office.

4.8.2. Each building representative, negotiating team member and Association Officer shall receive a current copy of the "Agreement by and Between the Soquel Education Association/CTA/NEA and the Governing Board of Soquel Elementary School District of Santa Cruz County" from the District each year.

4.9. Negotiation on Proposed School Calendar

The Association shall negotiate on the District's proposed school calendar.

4.9.1. The Association will be provided with the name and assigned site or department for newly hired employees within the scope of Article 1.1.

4.10. Negotiating Schedule

The Association and the District shall work out a negotiating schedule which provides release time for bargaining, if needed.

4.11. Providing a Copy of CBA

Upon hire, the District will provide a paper or digital copy of the current negotiated agreement (CBA) to each new member of the bargaining unit. In addition, the District will post a digital copy of the current agreement on the District website.

ARTICLE 5

PROFESSIONAL DUES AND OTHER PAYROLL DEDUCTIONS

5.1. Transmittal to Association of Authorized Deductions

The District shall deduct and transmit to the Association all authorized deductions from all faculty members except those who are prevented by religious beliefs from belonging to this organization and who have signed an approved authorization card for such deductions to be donated to a religious organization. The written authorization for exception shall remain in full force and effect during the term of this agreement unless canceled in writing by the employee. This provision shall not apply to teachers employed by the District prior to the date of election for Agency Shop who choose not to have Association dues deducted from their pay.

5.2. Deductions

Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, insurance or any other benefit programs of the Association.

5.3. Hold-Harmless Clause

The Association shall indemnify, defend and hold the District harmless from any claims made of any nature and against any lawsuit instituted against the District arising from its deduction for the dues, insurance or benefit programs of the Association.

ARTICLE 6

EMPLOYEE ASSIGNMENT AND TRANSFER

6.0. Employee Assignment and Transfer

6.1. Definitions

- 6.1.1. A transfer is the movement of a unit member from one district school site to another district school site. A transfer initiated by an employee will be considered a voluntary transfer. A transfer initiated by the District will be considered an involuntary transfer.
- 6.1.2. A reassignment is the movement of a unit member from one subject area to another subject area or from one grade level to another grade level. This process is also known as internal staffing by the Principal. A reassignment initiated by an employee will be considered a voluntary reassignment. A reassignment initiated by the District will be considered an involuntary reassignment. A teacher's initial assignment in the District shall be at the District's sole discretion.
- 6.1.3. A vacancy is a regular position left open after site internal staffing is completed (including mid-year staffing changes).

6.2. Emergency Assignment/Reassignment

All personnel are employees of the school district and not of a particular school. In an emergency, the Superintendent or their designee has the prerogative of temporarily transferring, assigning and reassigning certificated personnel according to the needs of the school district and the credentials of the teacher.

6.3. Vacancies

Vacancies will be filled based on seniority, in conjunction with experience, training, or credentialing relevant to the job posting, and the following criteria:

- Prior grade level experience related to the job posting
- Most appropriate credential
- Undergraduate or graduate level study related to the job posting
- Specific training related to the job posting
- Seniority
- Favorable Evaluation

A list of known vacancies shall be posted on the employee bulletin boards and in the principal's or schools' bulletins at all schools for at least six (6) working days as such vacancies come to the attention of the Personnel Office. Currently employed permanent or probationary teachers must notify the Personnel Office in writing of their intent to be reassigned or transferred. Said written notification must be presented to the Personnel Office within one (1) working day of the end of the six (6) day posting period.

Prior to checking out at the end of the school year, all teachers will complete a "Request for Notification

of Vacancy" form (see Exhibit C) to be in effect from the last student day of the school year until October 15th of the following school year. After the start of the following school year, vacancies shall be posted per current practice (see paragraph above). From the end of the school year until October 15, all staff who have indicated an interest in a vacancy shall receive written notification of an opening and may be contacted personally. If all teachers have been notified and responded, and no one wishes to wait the full six-day period, action may be taken. At any time, teachers may notify the Personnel Department in writing of any changes to their "Request for Notification of Vacancy" form.

6.4. Recruitment for and Notification of Vacancies

In the event, there are applicants who share the same seniority date and credential and have favorable evaluations, they will be entitled to an interview. Final selection shall be made by the principal. If final selection is to be made on or after April 15, recruitment shall take place externally as well as internally to fill any remaining vacant positions for the following school year. Nothing in this section shall preclude the District from beginning the external recruiting process before April 15 if no internal candidate has been selected. During the summer break, if any teacher wishes to be notified of a vacancy, the teacher shall file their name and mailing address with the Personnel Office.

6.5. Voluntary Transfer/Reassignment

- 6.5.1. A unit member may submit a request for a transfer and/or reassignment to the Personnel Office at any time. A unit member may also submit a request for a transfer and/or reassignment subsequent to the posting of a vacancy notice pursuant to the posting procedure in section 6.3.
- 6.5.2. If two (2) or more unit members apply for a vacancy and each unit member meets the criteria set forth in 6.3 as determined by the District, the unit member with the greatest District seniority will be offered said transfer and/or reassignment.
- 6.5.3. A transfer and/or reassignment request shall not be denied arbitrarily or capriciously.
- 6.5.4. If a unit member's request for a voluntary transfer and/or reassignment is denied, the unit member shall be granted, upon request, a meeting with the administrator who denied the request to discuss the reasons for the denial. The unit member must make a meeting request in writing within ten (10) working days of the date of the denial. The unit member may request and shall receive written reasons for the denial following said meeting.
- 6.5.5. Unit members returning from leave are eligible to apply for transfer and/or reassignment on the same basis as other unit members.

6.6. Involuntary Transfer/Reassignment

- 6.6.1. Involuntary transfers and/or reassignments may be made for reasons including, but not limited to, the following: a decrease/increase in the number of students at a district school site or within a grade level or grade levels at a district school site which requires a decrease/increase in the number of unit members, class size pursuant to Article 8, an addition or elimination of program(s) and/or funding, or a school closing or opening.

- 6.6.2. In the event a senior employee has elected to transfer into a position and staffing needs change before school starts because of enrollment, the Principal will assign the senior teacher within site as outlined in 6.9.
- 6.6.3. If a decrease/increase in the number of students or the elimination/addition of program(s) and/or funding occurs, the District shall seek volunteers prior to making any involuntary transfers and/or reassignments. If an involuntary transfer and/or reassignment become necessary, the unit member with the least seniority who also meets the criteria set forth in Article 6.9.2 as determined by the District shall be transferred and/or reassigned.
- 6.6.4. In the event that a school site is to be closed and students and teachers are to be reassigned to the remaining sites, the District will redraw boundaries, reassign students, and project staffing for the remaining sites.

Displaced teachers from the closed school will be allowed, based upon seniority, to select a school site to fill a vacancy. These displaced teachers will then become part of the internal staffing process set forth in 6.9.

Teachers from a closed school, laid off because of declining enrollment, are not displaced teachers.

- 6.6.5. In the event that the district elects to develop a magnet school or a theme-based school (STEM, STEAM or similar) at one of the school sites, SEA shall have the right to an equal (50%) representation and participation on the committee or working group involved in the decision-making process planning the school and making the recommendation to the Board.
- 6.6.6. Teachers displaced from a new magnet program or theme-based site will be allowed, based on seniority, to select a school site with current or projected vacancies. Once the site is selected by the displaced teacher, the site assignment will be made pursuant to the internal staffing process set forth in 6.9.
- 6.6.7. Involuntary transfers shall not be made in an arbitrary or capricious manner.

6.7. Preparation Time and Setup Allowance

Unit members who are involuntarily transferred or reassigned by more than one grade level, subject area or content areas shall be provided a minimum of \$300 above their normal classroom setup expenses. Unit members who are involuntarily transferred or reassigned during the school year (i.e., after the first official teacher workday) shall be given two days of release time for preparation in addition to the \$300 setup allowance.

6.8. Room Changes

- 6.8.1. A unit member may be moved from one classroom to a different classroom when made necessary by transfer, reassignment, physical disability of a teacher, program needs at the school site, student needs as determined by the District, and/or increases or decreases in student enrollment at the school site.

- 6.8.2. Room changes not required by program needs, increases or decreases in student enrollment at the school site, or District compliance with any applicable law shall not be arbitrary or capricious.
- 6.8.3. The District shall provide assistance in the moving of the unit member's material whenever a unit member has a room change.
- 6.8.4. The District shall provide notice of a room change at least five (5) working days prior to the last day of school.

6.9. Internal Site Staffing

6.9.1. No later than May 1st Principals will share tentative site internal staffing patterns for the following year with their staffs. During the first week of February, staff members will be invited to request assignments for the coming school year.

6.9.2. When making internal staffing assignments, the District will consider, but not be limited to, the following criteria:

- Credential
- Evaluation
- Seniority
- Teacher preference
- Prior assignments and experience
- Program needs

No assignments will be made contrary to state law or in an arbitrary or capricious manner.

6.9.3. Unit members may request that the principal provide an explanation in writing as to why they were given an assignment.

6.9.4. Notification of Assignment

The Personnel Office shall notify all teachers in writing of their tentative school site and grade level assignments for the next school year as soon as possible but no later than June 1st.

ARTICLE 7

HOURS OF EMPLOYMENT

7.1. Work Year

- 7.1.1 During each school year, all members of this unit shall work no less than one hundred eighty-five (185 days).
- 7.1.2. The District will make reasonable efforts to ensure classrooms are cleaned and ready at least ten calendar days prior to the first teacher workday of the year.

7.2. Terms of Employment

7.2.1. Professional Day

The Parties acknowledge the professional status of certificated work. The purpose of this Article is to establish necessary definitions and parameters influencing the achievement of the professional work. Times of arrival and departure shall be set in each school by the principal with the advice of the faculty, provided that the full work day, including the thirty (30) minute duty-free lunch period, shall be seven and one-fourth (7 1/4) consecutive hours. Individual exceptions may be approved by the immediate supervisor for a given day. The faculty of a school includes all certificated employees assigned to that site.

- 7.2.2. Although unit members may choose to do so, unit members shall not be required to remain past 8:30 p.m. for evening events such as Back-To-School Night, Open House or any parent orientation meetings necessary to fulfill professional obligations, provided that unit members who elect to supervise student activities, e.g., sporting events and dances, etc. must remain until the event is over.
- 7.2.3. Principals and/or their designees will ensure that teachers have an opportunity to use restroom facilities at reasonable times.
- 7.2.4. The District will make reasonable efforts to schedule meetings of no more than an average of one (1) hour per week, including but not limited to the following:
 - 1) Faculty meetings
 - 2) Professional growth/in-service training activities
 - 3) Parent conferences
 - 4) Administrative conferences
 - 5) Sponsorship of student clubs
 - 6) Other meetings traditionally and customarily held at the school site
- 7.2.5. Both parties will collaborate on a Professional Development Calendar prior to each academic year using the following guidelines:
 - 1) Changes to the Professional Development Calendar will be communicated in a reasonable timeframe.

- 2) Meeting time during "irregular months" (those with less than four (4) weeks) will be prorated accordingly.
- 3) District and site administration will make reasonable effort to schedule no more than four (4) hours of professional development or staff meetings per regular four (4)-week month.
- 4) Typically, the four hours will be broken down into one (1) hour of staff meeting and three (3) hours of professional development per month.
- 5) If 90-minute meetings are deemed necessary, they will be held on the restructured day typically at 1 :00 - 2:30 at the elementary sites and 1 :40 - 3: 10 at the middle school.
- 6) On Restructured Days with no meetings planned by district or site administration, teachers may use time at their discretion for collaboration or individual planning time in accordance with the Professional Day (7. 2.1).
- 7) The day and time of staff meetings will be determined at individual school sites and may or may not include restructured days.
- 8) Elementary Schools will typically have two 90-minute professional development meetings and one 60-minute staff meeting per month.
- 9) Middle School will typically have weekly one-(1) hour meetings with three (3) of the meetings devoted to professional development and one (1) of the meetings devoted to a staff meeting.
- 10) If there is a fifth week during a month, no additional meeting time will be scheduled by administration and teachers will use the extra Restructured Day at their discretion in accordance with the Professional Day (7 .2.1).

7.2.6. The limitation of one hour per week does not apply to the following meetings:

- 1) SST = Student Study Teams
- 2) SSC = School Site Council
- 3) ELAC = English Language Advisory Committee
- 4) H&S = Home and School Club
- 5) IEP = Individual Educational Plan
- 6) 504 Plan Meetings

7.2.7. When scheduling meetings, the District will make every effort to ensure that the meeting does not create an undue hardship on the unit members required to attend.

7.2.8. The kindergarten teacher shall be available for assistance or assignment in the instructional program of the primary grades when not involved in the kindergarten program. (Ed. Code 46118)

7.2.9. Teachers are required to notify the principal (or designee) when leaving school premises during the professional day.

7.3. Participation on Committees

7.3.1. Unit member participation on District committees shall be on a voluntary basis.

7.3.2. If a unit member who volunteers and is appointed by the District to serve on a committee to develop standards of proficiency pursuant to Education Code section 51215, the unit member shall be granted release time during their workday with no loss of pay or benefits to fulfill the obligations of their appointment.

7.3.3. If a unit member volunteers and is elected to a school site council pursuant to Education Code section 52852, the unit member shall be granted release time during their workday at no loss of pay or benefits to fulfill the obligations of elected council membership if council meetings are scheduled during the workday.

7.4. Length of Instructional Day and Year

7.4.1. Except as otherwise required by the Education Code, as amended, the total instructional minutes in the regular instructional day, excluding minimum days, shall not be less than the following:

| <u>Grade Level</u> | <u>Instructional Minutes</u> |
|--------------------|------------------------------|
| K | 200 |
| 1-3 | 280 |
| 4-8 | 300 |

7.4.2. Except as otherwise required by the Education Code, as amended, the total instructional minutes in the school year, including minimum days, shall not be less than the following:

| <u>Grade Level</u> | <u>Instructional Minutes</u> |
|--------------------|------------------------------|
| K | 36,000 |
| 1-3 | 50,400 |
| 4-8 | 54,000 |

7.4.3. The minutes in the instructional day and year of special day classes shall correspond to the grade levels being served as specified in sections 7.4.1. and 7.4.2.

7.5. Psychologists' Schedule

The District psychologists' schedule is to remain flexible, the exact days of service to be approved by the Assistant Superintendent of Educational Services and Personnel or designee. The work year for District psychologists shall be one hundred ninety-five (195) days.

7.6. Middle School Counselor's Work year

The middle school counselor's work year shall be one hundred ninety-five (195) days. The additional workdays beyond the regular teachers' work year shall be compensated at the same daily rate of pay as calculated using the teachers' salary schedule and the regular teachers' work year. The middle school counselor's work year is to remain flexible, the exact days of service to be approved by the middle school principal.

7.7. Preparation Time

The District shall ensure each general education teacher in TK-K with 60 minutes a week (avg. 12 minutes daily) of preparation time, in 1st-3rd with 100 minutes a week (avg. 20 minutes daily) of preparation time, and in 4th-5th grade teachers with 120 minutes a week (avg. 24 minutes daily) of preparation time except as follows: During the first two weeks of the school year when students are in attendance and during the last week of the end of the school year and as mutually agreed to

between the District and SEA. If preparation time built into the week cannot be afforded due to budget constraints known prior to the beginning year, Friday afternoon PDs twice-monthly (as referenced in article 7.2.5, #8) shall be designated as planning time.

7.7.1. Prep Period at the Middle School

The District shall provide a prep period for regular classroom teachers at New Brighton Middle School. Part-time teachers shall be scheduled for and compensated for an equivalent prep period. For example, a teacher who teaches three (3) periods shall be scheduled for and compensated for three-fifths of a prep period equaling a workday of 3.6 periods out of six periods. This is equivalent to a .6 of a full-time salary.

7.7.2. Excluded from the provisions of section 7.7.2. will be those electing to share split contracts, contract provision 10.16. and itinerant positions which provide service to more than one school site.

7.7.3. Unit members who are required to travel from one school site to another on a regular basis shall have the same rights to a planning/prep period, if applicable, lunch period and physical breaks as do other unit members. The planning/prep period shall be prorated according to the unit member's full-time equivalent (FTE) at the middle school level.

7.7.4. Use of Preparation Time

Teacher preparation time is for preparation and planning. If bargaining unit members supervise or substitute during their preparation time, they will be paid the appropriate hourly rate in addition to their regular salary.

7.8. Number of Periods in School Day

7.8.1. The middle school staff and administration may mutually agree to modify the number of periods in the school day.

7.8.2. A middle school unit member shall not be assigned more than three (3) different teaching preparations without his/her consent, except 6th grade core as determined by the District.

7.9. On-Site Availability

7.9.1. Check Box, Notify Office

As a professional duty, each teacher will check their box and notify the office at the end of each day upon leaving unless the office has closed for the day prior to a teaching leaving school.

7.9.2. On-Site Availability to Parents and Students

Each teacher shall establish times for on-site availability to parents and students and shall notify their principal and parents thereof.

7.10. Compensation for Orientation Day

If the District decided to conduct an Orientation Day outside the teachers' regular work year, the District will compensate the teachers at their regular daily rate.

7.11. Yard Supervision and Bus Duty

7.11.1. Teachers will not be required to supervise students on the school yard before school, during recess and after school, nor while waiting for the bus after school as part of their normal duties.

7.11.2. As an exception to 7.11.1., Kindergarten and Special Day Class teachers may be required to supervise their students going to the bus and any teacher may be assigned to supervise yard duty or bus duty on a rotating basis in the case of an emergency when a non-certificated person cannot be obtained. Should that teacher have a prior commitment, the next teacher on the schedule would be assigned to supervise. The excused teacher remains at the top of the list. It is the intent of the District to keep teachers' time before and after school free for conferencing, planning or meeting.

ARTICLE 8

CLASS SIZE

8.0. Class Size

8.1. Staff Planning

8.1.1. Definition of Staff Planning

Staff planning is the process of projecting enrollments which takes into account a percentage for growth of declining enrollment to determine classroom teacher staffing requirements for each school.

8.1.2. Staff Ratio for Elementary Schools

Soquel Education Association and Soquel Elementary School District have jointly agreed to support a Class Size Reduction in grades transitional kindergarten to third grade at a staffing ratio per the schedule below.

| Fiscal Year | Schedule TK, K-3 Class Size |
|-------------|-----------------------------|
| 14-15 | 27:1 |
| 15-16 | 27:1 |
| 16-17 | 26:1 |
| 17-18 | 26:1 |
| 18-19 | 25:1 |
| 19-20 | 25:1 |
| 20-21 | 24:1 |

Funding by the State of California, designated for class size reduction is required to honor this agreement.

8.1.3. Staffing Ratio for Middle School

For staff planning purposes, the administration shall use a staffing ratio of 24: 1 in grades 6 through 8 at the middle school. This ratio includes the prep period. Certificated personnel who are not teaching shall not be counted in the staffing ratio for the hours they are not teaching.

8.2. Class Size Leveling

8.2.1. Definition of Leveling

Leveling is the process that occurs once school starts, to attempt to balance class sizes within a school or between schools. Leveling consists of assigning new students or reassigning students within a school or between schools. Leveling may also consist of adding teachers to a school,

creating or adjusting multi-grades, or transferring teachers between schools.

8.2.2. Minimize Disruption of Students

It is the intent of the Association and the District to, as much as possible, minimize the disruption of students when accomplishing leveling.

8.2.3. Leveling Before and After October 15th

Leveling by assigning students between schools, by adding or transferring teachers or by adjusting multi-grades, are methods that may be used prior to October 15th, unless total school enrollment is in excess of the 29: 1 ratio by sixteen (16) students. If the school-wide ratio is exceeded by this amount, the leveling process may continue beyond October 15th. The District will accomplish leveling at each school on a continuous basis throughout the year through attrition of students and with new students.

8.2.4. Leveling at Elementary Schools

For leveling purposes, the administration shall attempt to maintain an average class size of 29: 1 in grades K-5 at each elementary school. This means that a school may have individual classes with more than twenty-nine (29) students.

8.2.5. Leveling at Middle School

For leveling purposes, the administration shall conform to Education Code Section 41376 in grades 6-8 at the middle school. The administration shall make a sincere attempt to keep the class size ratios in academic courses to 29: 1 or below. Academic courses shall include math, science, English, and social studies courses. Administration will also ensure that class size numbers will be balanced to the greatest extent possible between multiple teachers teaching the same academic course during the same period within the first week of the school year.

8.2.6. Exceptions

As granted exceptions to the above ratios, it is understood and agreed that the Superintendent may:

8.2.6.1. Establish the class size for all physical education and elective classes; and

8.2.6.2. Vary class size in unusual circumstances in consultation with the Association.

8.3. Additional Classroom Support

8.3.1. Additional Support for K-8 Students in Excess of 28:1 Ratio

8.3.1.1. In grades K-5, a classroom teacher will receive an additional \$35 per student per month in additional compensation for each student over 28:1. The apportionment of funds will be based on the enrollments reported on the monthly school enrollment reports submitted to the District Office beginning with the second school month and ending with the ninth school month.

8.3.1.2. If the enrollment in any one class exceeds 29: 1, a teacher may request a conference with the principal to discuss the possibility of additional money, aide time or reader time to alleviate the problem.

8.3.2. Additional Support for Middle School 6th, 7th, and 8th Grade Students in Excess of 28:1 Ratio

In 6th-8th grade classes, teachers will receive \$35 per student per in additional compensation above 28:1 ratio, except Electives, Homeroom and Physical Education classes. For P.E. and Elective classes, the support will apply for each student above 40:1. The ratio will be determined by averaging the class sizes taught by each teacher. Those who teach P.E. and other subjects shall receive the additional classroom support for the P.E. classes or the non-P.E. classes, whichever class size average yields the greatest number of students above the applicable ratio (40: 1 for P.E.; 28: 1 for other classes). The apportionment of funds will be based on the enrollments reported on the monthly school enrollment reports submitted to the District office beginning with the second school month and ending with the ninth school month.

8.3.3. Monies to Come from General Fund

The monies for 8.3.1. and 8.3.2. shall not come from the existing supply budgets of a school site, but shall be money made available for this purpose from the General Fund.

8.3.4. The additional classroom support under Articles 8.3, 8.3.1, 8.3.2 and 8.3.3 inclusive, shall not be triggered if the district implements staffing at the staffing ratio under 8.1.2 and 8.1.3, and unit members, through a site-based decision making process, choose to staff particular courses at a higher staffing ratio (e.g., accommodation of tutorials at New Brighton Middle School).

8.4. Caseloads

8.4.1. SDC, RSP, SLPs, & APE

Class sizes and caseloads for Special Education personnel (Special Day Class Teachers, Resource Specialists, Speech and Language Pathologists, Adapted Physical Education Teachers) shall be in accordance with the applicable provisions of the Education Code. Special education teacher caseload/case management assignments shall not exceed the following maximums which apply to all pupils for whom ongoing direct service or consultation is provided:

- 8.4.1.1. Special Day Class (SDC)- Mild/Moderate Pre K- 8: 15 students
- 8.4.1.2. Special Day Class (SDC) - Moderate/Severe TK- 8: 10 students
- 8.4.1.3. Resource Specialist (RSP) - TK - 8: 28 students
- 8.4.1.4. Speech and Language Therapists (SLPs) shall be assigned no more than fiftyfive (55) students for which they are responsible for providing case management and/or speech services.
- 8.4.1.5. Adaptive Physical Education (APE) Teachers shall be assigned no more than fifty-five (55) students for which they are responsible for providing case management and/or A.P.E. services.

8.4.2. Exceeding Caseload Limits

The caseload limits above may be exceeded on a case-by-case basis, upon agreement between the unit member, the Association, and the District.

8.4.3. SDC Class Size Concerns

Should a special day class teacher have concerns regarding an individual class size based on the needs of enrolled students, the teacher may request a meeting with the site administrator, the Association, and the Director of Student Services to discuss those concerns and mutually agree upon a solution to implement. At such time, a collaboratively developed "intensity rubric" will be used to help inform the collaborative decision-making process.

ARTICLE 9

EMPLOYEE/SCHOOL SAFETY

- 9.1. It is the responsibility of each employee subject to the provisions of this contract to report unsafe working conditions in writing to their supervisor. The district will provide a written response to the employee's report within fifteen days. A copy of the employee's report and the district's response will be provided to the Association. Upon notification, the district shall eliminate or correct any unsafe or hazardous condition in a timely manner. The concern and district response will be reviewed by the district's Safety Committee.
- 9.2. The district shall convene a quarterly district Safety Committee. An SEA representative from each school shall be appointed by SEA to be on the Safety Committee. The association representative shall receive release time as association business if the Safety Committee meets during the instructional day.
- 9.3. SEA shall participate in the development and modifications to the district's Safety Plan. The District Safety Plan shall be available at each site.
- 9.4. As mandated by Education Code section 44014, unit members shall immediately report causes of attack, assault or physical threat by any pupil towards them to their site administrator or immediate supervisor and to local law enforcement authorities. Such notification shall immediately be forwarded to the Superintendent.
- 9.5. The district shall ensure that a designated individual will be responsible for emergency communication while on a school excursion or field trip.
- 9.6. Teachers will be required to obtain and maintain a current first aid and CPR certificate. The District shall provide a half-day in-service training for these purposes on alternating years. An employee may update their certificates at that time or may choose to take a separate course for which the tuition cost will be reimbursed by the District. New teachers will not be required to take the courses until the next regularly scheduled District in-service.
- 9.7. Infectious Disease Outbreaks
 - 9.7.1. In the event of an emergency and/or disaster, including those associated with infectious disease outbreaks, conflicts, natural, technological, and other hazards, SEA will enter into negotiations with the District to promote and ensure comprehensive safety management across prevention, preparedness, readiness, response, and recovery, using a people and community-centered approach.
 - 9.7.2. The District shall ensure all HVAC systems operate on the mode which delivers the freshest air changes per hour, and open outdoor air dampers to 100% as indoor and outdoor conditions safely permit. Air filters (at least MERV 13) shall be changed at recommended intervals. Portables and/or other rooms without adequate central HVAC shall be equipped with low noise HEP A air filters with a large enough capacity and flow rate for the square footage of the room.

9.7.3. PPE's, such as facial coverings (masks/face shields for adults and students), hand sanitizer, gloves, wipes, band-aids, will be made available by the district.

ARTICLE 10

LEAVES

10.0. Leaves

10.1. Sick Leave

10.1.1. Annual Allowance: Accumulation: Prorate for Part-time Employee

Certificated personnel are allowed ten days of sick leave annually for a full year of service. There is no limit to the number of sick leave days that may be accumulated. If a certificated person is employed late or on a part-time basis the days are prorated to reflect actual service.

10.1.2. Pay

An employee will receive full pay those days of absence covered by accumulated sick leave.

10.1.3. Employee Notifies Supervisor

Except in cases of emergency, all employees shall give notice of this impending absence to their principal or supervisor during the working day preceding the absence and in any event no later than the beginning of the school day on day of the employee's absence.

10.1.4. Employees Arranges for Substitute

The employee must arrange for substitutes either by contacting the school secretary during normal office hours or contacting the sub service or arranging for a substitute personally from the county approved list.

10.1.5. No Reinstatement to Working Day

A sick leave day, once commenced, may not be reinstated as a working day.

10.1.6. Employee Review and Signature on Absence Form

It shall be the responsibility of the employee, upon return from absence, to review and sign the absence sheet submitted to the principal or immediate supervisor.

10.1.7. Physician's Verification and/or Evidence of Fitness May Be Required

Prior to issuance of a pay warrant, a physician's written verification of the reason for absence due to illness or accident and/or a physician's written verification of physical and mental fitness to return to duty may be required of any employee who has been absent for more than five (5) consecutive days in the current school year or when the District believes reasonable cause otherwise exists.

10.1.8. Physician May Be Selected by Superintendent

When there is a reasonable cause, the District may request an employee undergo a physical or mental examination by a doctor selected by the Superintendent or the Superintendent's designee in consultation with the employee and the cost for such examination shall be borne by the District. The employee shall authorize the doctor to release the results of the examination to the District.

10.1.9. Transfer of Sick Leave

Any regular certificated employee who accepts a position requiring certification qualifications with the District will be authorized to transfer all accumulated, unused sick leave credit from the following California public entities: another school district, a County Superintendent of Schools, the State Department of Education, the Office of the Chancellor of the California Community Colleges or the Commission for Teacher Preparation and Licensing, provided that the prior employment was at least one (1) year and the employee has obtained district employment within one (1) year of separation from service with any of the above educational entities.

10.1.10. Sick Leave After Termination

When a certificated employee leaves the school district, there will be no cash reimbursement for unused accumulated sick leave. If transferring to another school district, the teacher shall request that the Personnel Office forward a report. In the event that more sick leave is used than earned, the unearned portion will be deducted from the final warrant.

10.2. Extended Disability Leave

10.2.1. Pay

If a member of the unit is absent from duty on account of illness or accident, whether or not the absence arises out of or in the course of employment, after all sick leave is exhausted for a period of five (5) school months or less, the employee shall receive the difference between his/her pay and the amount paid the substitute to fill the employee's positions or if no substitute was employed, the amount that would have been paid to the substitute had one been employed.

10.2.2. Commencement of Five-School-Months Period and Placement on Reemployment List

For the purpose of this leave, the five-school-months period shall not commence until all accumulated sick leave has been exhausted. If after the exhaustion of all accumulated sick leave and the five-school month period, the unit member is medically unable to resume the duties of their position, the member shall be placed on a reemployment list for a period of 24 months if the employee is on probationary status or for a period of thirty-nine (39) months if the employee is on permanent status. When the employee is medically able, during the twenty-four (24) or thirty-nine (39)-month period, the employee shall be returned to employment in a vacant position for which they are credentialed and qualified.

10.2.3. Monthly Physician's Certification

This leave requires monthly certification by the employee's physician, on a form provided by the District, that the employee is physically or mentally disabled and unable to perform their duties.

10.2.4. Evidence of Fitness May Be Required

Prior to return to work from a disability leave, a physician's written verification of physical and mental fitness to return to duty may be required of any employee who has been on a leave provided in accordance with this section or when the District believes reasonable cause otherwise exists.

10.2.5. Examination May Be Required by District Doctor

Where there is a reasonable cause, the District may request an employee undergo a physical or mental examination by a doctor selected by the Superintendent or the Superintendent's designee in consultation with the employee and cost for such examination shall be borne by the District. The employee shall authorize the doctor to release the results of the examination to the District.

10.2.6. Return to Same Assignment

An employee will be allowed to return to the assignment they held prior to going on leave if their return to work is within the same school year for assignments in grade K-5, and within the same semester for assignments in grades 6-8, and if the employee's doctor's release, or, if required in Section 10.2.5., the District doctor's release, allows the employee to return to the same assignment.

10.3. Pregnancy Disability Leave

10.3.1. Commencement of Leave: Period of Pay

This leave commences with the onset of disability due to pregnancy unless the employee is on a Board-approved uncompensated leave. Employees eligible for pregnancy leave are entitled to one (1) day's pregnancy leave without loss of salary. The employee must first use up their one day of pregnancy leave, three days of personal business leave and all accumulated sick leave. They then use extended disability leave (see Section 10.2.) at which time they receive differential pay, the difference between their regular salary and their substitute's salary, for no more than that limited period of time when the employee's physician certifies in writing that they were actually physically disabled from performing their duties because of pregnancy, miscarriage, childbirth or recovery therefrom for those periods provided in Sections 10.1. and 10.2. above, whichever is shorter.

10.3.2. Examination May Be Required by Doctor Selected by District

When requested by the District an employee shall undergo a physical examination by a doctor selected by the Superintendent or the Superintendent's designee in consultation with the employee and the cost for such examination shall be borne by the District. The employee shall authorize the doctor to release the results of the examination to the District.

10.3.3. Physician's Statement: May Work Until Onset of Disability

At least four (4) months prior to the expected birth of the child, the employee shall submit to the District a physician's statement noting the expected date of birth. An employee may continue work until the onset of physical disability, as verified in writing by the employee's physician.

10.4. Paternity/ Adoption Leave

One (1) day's paternity/adoption leave, without loss of salary, will be granted to certificated employees when imminent birth, time of birth or time of adoption makes it necessary for the employee to be absent from school. In addition, an employee may use Personal Necessity Leave for paternity/adoption purposes in conjunction with the birth or adoption of their child. A doctor's or adoption agencies verification may be required. Unusual conditions shall be subject to review by the principal of the school at which the teacher is employed and the District Superintendent or designee.

10.5. Family and Medical Leave

10.5.1. Eligibility

10.5.1.1. Upon request, an employee eligible under the federal and state family medical care leave laws shall be granted a leave not to exceed twelve weeks in any twelve-month period.

10.5.1.2. Employees who have been employed more than twelve months with the District shall be eligible for leave. Leave duration for part-time employees shall be prorated so long as they are eligible for such leave under 10.5.1.1.

10.5.2. Leave Rights and Duration

10.5.2.1. Eligible employees are entitled to a total of twelve work weeks of leave in a twelve-month period. The twelve-month period is determined using a rolling twelve-month period measured backwards from the first day of leave.

10.5.2.2. Leave for birth or adoption (including foster care placement) must conclude within one (1) year of the birth or placement.

10.5.3. Purpose of Leave

- 10.5.3.1. Except as otherwise required by applicable family and medical leave laws, leave is permitted for the following purposes only:
- a) birth of a child to the employee;
 - b) placement of a child with an employee for adoption or foster care;
 - c) to care for an employee's child, spouse, parent or domestic partner with a serious health condition; or
 - d) serious health condition of the employee themselves, except for disability on account of pregnancy, childbirth or related medical conditions. With regard to Maternity Disability Leave, refer to section 10.3.
- 10.5.3.2. Serious health condition means an illness, injury, impairment of physical or mental condition that involves:
- a) any period of incapacity or treatment connected with inpatient care in a hospital, hospice or residential medical care facility; and/or
 - b) continuing treatment or continuing supervision by a health care provider for a chronic or long-term health condition.

10.5.4. Definitions

- 10.5.4.1. Child means a biological, adopted or foster child, a stepchild, a legal ward or a child of a person standing in loco parentis who is:
- a) under eighteen; or
 - b) an adult dependent child.
- 10.5.4.2. Parent means the biological, adoptive or foster parent or any person standing in loco parentis.
- 10.5.4.3. Spouse means a husband or wife as defined by law or domestic partner.

10.5.5. Coordination with Other Leaves

10.5.5.1. Employees are required to use all available earned paid time off (e.g., sick leave, etc.) in conjunction with birth, placement of a child for adoption or foster care or care of a family member. Accrued sick leave must be used for the serious health condition of the employee or for pregnancy-related disability prior to using other paid time off. If an employee uses all their available earned paid time off prior to the end of the twelve-week family leave, the remainder of the leave of up to twelve (12) weeks will be without pay.

10.5.5.2. Child rearing leave shall not be extended by this leave.

10.5.6. Request for Leave

10.5.6.1. In situations where a leave under this Article can be anticipated by the employee, employees must request the leave at least thirty (30) days before the proposed commencement of the leave and provide an estimated return date. In all other circumstances, employees must give notice to the District as soon as practicable, ordinarily within one (1) or two (2) working days of when the employee learns of the need for leave, and they must provide an estimated return date or reasons why they cannot furnish an estimated return date.

10.5.7. Return from Leave

10.5.7.1. The employee on family care leave should notify the District at least two (2) weeks before the estimated return date to confirm that they will return on such date.

10.5.8. Leave Certification

10.5.8.1. In all cases involving the need for leave due to a serious health condition, employees must provide certification from a health care provider regarding 1) the date on which the serious health condition commenced, 2) the probable duration of the condition, and, 3) an estimate of the amount of time the employee will require to care for the child, parent or spouse. This statement shall also include a statement from the health care provider that the employee's participation to provide care is warranted during the period of treatment of the seriously ill member of the immediate family, defined in Section 10.5.4.

In addition to the information described in Section 10.5.8.1. above, certifications accompanying requests for leave due to the employee's own serious health condition shall include, if applicable, a statement from the health care provider that, due to the serious health condition, the employee is unable to perform the essential functions of their position.

10.5.9. Continuation of Benefits

10.5.9.1. When an employee is on an unpaid leave under this article, for a period of up to twelve (12) weeks, employee medical coverage will be continued at the same level and under the same conditions that coverage would have provided if the leave had not been taken. Payment for all other health and welfare plan premiums will be the responsibility of the employee. In cases where the leave exceeds the twelve-week period provided under this Article and the employee has all their available earned paid time off by the end of the twelve-week family leave, eligible employees will be entitled to continue their health and welfare benefits under COBRA in accordance with current District policy and practice. If an employee fails to return to work and remain at work for at least thirty (30) calendar days after the leave, the District may recover from the employee the premiums paid for maintaining coverage during the period of the leave, unless the failure to return and remain at work is due to a prolonged serious health condition or other circumstances beyond the employee's control.

10.5.10. Return from Leave

10.5.10.1. At the end of the leave, an employee is entitled to be returned to work as follows:

- a) To their position or to an equivalent position with equivalent pay, benefits and other terms and conditions of employment. No employment benefits that accrued prior to the date on which the leave commenced can be lost.
- b) Time spent on family care leave of absence under these sections shall be counted as service time in the District.

10.6. Child Rearing Leave

10.6.1. Maternity/Paternity and Child Care leave

Employees eligible for CFRA leave may choose to take up to twelve (12) workweeks of maternity or paternity leave under the CFRA. Pursuant to California Ed Code Section 44977.5, accrued sick leave will be applied toward these twelve (12) workweeks of maternity and paternity leave until sick leave is exhausted. After sick leave is exhausted, the employee may use differential leave for the balance of this twelve-workweek maternity or paternity period. If an employee has already used the five (5) months of differential leave, the twelve- workweek maternity or paternity leave will be unpaid.

Leave requests for periods of more than twelve (12) workweeks must be approved. If approved, leave beyond the twelve-workweek CFRA period shall be uncompensated leave without pay, district-paid health and welfare benefits, sick leave, or any other compensation benefit. The employee shall have the option to continue health and welfare benefits at their own expense.

Pursuant to California Ed Code Section 44977 .5, an eligible employee will only be provided one twelve-workweek period per maternity or paternity in which differential leave may be used. If the school year ends before this twelve-workweek period is exhausted, the employee may take the balance of the twelve-weeks of differential pay in the subsequent school year if the employee chooses to continue their maternity or paternity leave. Extension to this leave whether paid or unpaid must be approved annually, in accordance with Paragraph 10.6.2 and 10.6.3 below. This leave may be extended for up to twenty-four (24) calendar months.

10.6.2. Notification to the District

Request for child care leave specifying requested dates, shall be submitted in writing, addressed to the Governing Board and delivered to the Personnel Office at least (4) four calendar days prior to the desired commencement date of the leave or by commencement date of the leave or by February 15th, if a leave is being requested for the following school year and such need is known by February 15th.

10.6.3. Physicians or Adoption Agency's Certification Required

A letter from the adoption source or a physician shall accompany the request for leave related to adoption.

10.7. Personal Necessity Leave

10.7.1. Taken from Accrued Sick Leave

Certificated employees may use a maximum of ten (10) days of accrued sick leave in any school year for reasons of compelling personal necessity. Personal necessity leave shall not be used for vacation or to extend a holiday.

10.7.2. Approved District Form

On the approved district form the employee must state their reason for Personal Necessity Leave. The form must be filed with the school principal and signed by the District Superintendent or the Superintendent's designee as far in advance as possible and no later than five (5) working days after the employee returns to work or the employee's pay will be docked for the days absent. The form must be signed by the employee and the principal. Attached as Exhibit A is a copy of the District's approved form.

10.8. Personal Business Leave

10.8.1. Amount Allowed Per Year

Each certificated employee is allowed two (2) days of leave per school year for personal business. This leave is not deducted from sick leave. An employee may carry forward not more than one (1) unused day per year to the succeeding year to give them a maximum of three (3) days leave in any year.

10.8.2. Prior Notice of Personal Business Leave

The employee must provide prior notice in writing and obtain prior approval on the approved district form to their principal or appropriate administrator at least during the working day prior to the day requested for personal business leave. Attached as Exhibit A is a copy of the district's approved form.

10.9. Industrial Accident or Illness Leave

10.9.1. Pay

A member of the unit absent from duties on account of an industrial accident or illness shall be paid such portion of the salary due for any month in which the absence occurs as, when added to the temporary disability indemnity, will result in a payment of not more or less than the member's full salary.

10.9.2. Endorse Disability Checks to District

During any paid leave of absence, the employee shall endorse to the District the temporary disability indemnity checks received on account of the industrial accident or illness. The District, in turn, shall issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct the normal retirement and other authorized contributions.

10.9.3. Maximum Allowable Leave

Allowable leave with pay shall not exceed sixty (60) working days; in any one (1) fiscal year for the same accident or illness. Allowable leave shall not be accumulated from year to year.

10.9.4. Commencement of Leave: Worker's Compensation

Industrial accident or illness leave will commence on the first day of absence. Industrial accident leave will be reduced by one (1) day for each day of authorized absence, regardless of a compensation award made under Workers' Compensation.

10.9.5. Entitlement at End of Year

When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred for the same illness or injury.

10.9.6. Used Before Sick Leave

Entitlement to industrial accident or illness leaves will be based upon the findings by the District's disability insurance carrier that the disability has been due to industrial accident

or illness. In cases where the District's disability insurance carrier officials do classify a claim as a disability case, regular sick leave will not be deducted for absence due to the industrial accident or illness until industrial accident or illness leave, if granted, has been exhausted.

10.9.7. Return to Assignment

An employee will be allowed to return to the assignment they held prior to going on leave if their return to work is within the same school year for assignments in grades K-5 and within the same semester for assignments in grades 6-8 and if the doctor's release to return to work allows the employee to return to the same assignment.

10.10. Bereavement Leave

An employee of the school district is entitled to a leave of absence, with full pay, not to exceed five (5) days on account of the death of any member of their immediate family. Immediate family means the parent, grandparent, or a grandchild of the employee or of the spouse, and the spouse, child (including stillbirth or miscarriage), child-in-law, sibling, or partner of the employee or any relative living in the immediate household of the employee. If the employee feels the definition is too restrictive, a special request for bereavement leave may be submitted to the Superintendent.

10.11. Jury Duty/Subpoenaed Witness Leave

10.11.1. Jury Duty

A leave with pay shall be granted to employees called for jury duty in the manner provided for by law. An employee who receives a jury summons shall submit a copy of the summons to their supervisor. At the conclusion of jury duty, the employee shall submit a statement from the Jury Commissioner's Office specifying the dates and times served by the employee. This shall be attached to the Leave of Absence Report. Payment shall be made to the District in the amount of the statutory fees which the employee has received for attendance as a juror, excluding the statutory mileage fee.

10.11.2. Witness

An employee may be granted a leave with pay when subpoenaed to appear as a witness, other than as a litigant, in a court of law or another governmental tribunal for reasons not brought about through the employee's connivance or misconduct.

An employee requesting such leave shall submit a copy of the subpoena. At the conclusion of their appearance, the employee granted leave shall submit a verified statement specifying the dates and times the employee appeared. This shall be attached to the Leave of Absence Report. Payment shall be made by the employee to the District in the amount of the statutory fees which the employee has received for appearing as a witness, excluding the statutory mileage fee.

10.12. Sabbatical Leave

10.12.1. Child and School Welfare

The Board of Trustees can establish rules and conditions for sabbatical leave which will assure that the travel or study will increase the contribution the employee can make to the educational welfare of their pupils or increase their area of service to the school district.

10.12.2. Requirements

10.12.2.1. Request for Leave

All applications for sabbatical leave shall be submitted by a letter of request to the District Superintendent and shall include a full statement of the purpose and plans for use of such leave. A letter of recommendation from the Association shall accompany the letter of request.

10.12.2.2. Eligibility

An employee is eligible to apply who has served the District for seven consecutive years and who is at least four (4) years from anticipated retirement. Years of service as a temporary employee count toward the seven-year requirement.

10.12.2.3. Application: Board Action

Applications for the following year must be submitted to the Superintendent by February 15th. The Board shall act on all sabbatical applications within a reasonable time after they are submitted.

10.12.2.4. Agreement to Return or Restore Salary

Upon being granted sabbatical leave, the employee will sign an agreement to return to service in the school district for not less than two (2) consecutive years upon completion of leave or restore to the school district all salary payments received while on leave. Leave salary payments forwarded will be made in ten (10) equal installments at the beginning of each month.

10.12.2.5. Accident or Illness While on Leave

Should the program of study approved for an employee on sabbatical leave be interrupted by accident or illness during such leave (established by evidence satisfactory to the Superintendent), this fact shall not constitute a breach of the conditions of such leave or prejudice the employee against receiving all rights and benefits provided for under the terms of the leave, providing the Superintendent is promptly notified of such accident or illness by registered letter within ten (10) days after the occurrence.

10.12.2.6. Salary Schedule Benefits

Only salary schedule benefits through additional credits and through upgrading of the salary schedule shall accrue during a sabbatical.

10.12.2.7. Number of Employees on Sabbatical Limited to Two

Not more than two (2) certificated employees in the school district shall be granted sabbatical leave in the same year; where more teachers than the quota allowed apply, preference shall be according to seniority of successful previous services.

10.12.2.8. Education Code

In all matters not herein mentioned, the Education Code affecting sabbatical leave shall become a part of these rules and regulations.

10.12.2.9. Length of Leave: Eligibility: Continuity of Service: Pay: Posting of Bond

Leave not to exceed one year for travel or study by the employee which will benefit the schools and pupils of the school district is authorized in the Education Code, sections 44966 to 44972. To be eligible, the employee must have rendered at least seven (7) years of consecutive service to the District. A leave of absence without pay approved by the Board is not a break in continuity of service when one is gaining consecutive years toward sabbatical eligibility; neither is it counted as a year of service except as below. Absences for not more than one (1) year of leave without pay for research, teaching, or lecturing under a nationally recognized fellowship or foundation approved by the State Board of Education is not a break in continuity of service and may be counted as a year of service. The employee may be required to perform such services during the leave as the Board of Trustees and the employee may agree upon in writing. The employee will receive compensation during leave of not less than the difference between their annual salary and that of the substitute. In lieu of such difference, the rate of pay may be fifty (50) percent of the existing contract. The Board of Trustees requires that the employee shall either post bond or sign an agreement that they will serve in the school district at least two (2) consecutive years following completion of the sabbatical leave. Such agreements waiving the bond must be approved by resolution of the Board of Trustees. During the two-consecutive year period following sabbatical leave, eligible employees shall be entitled to other leaves mandated by law or required by the terms of this Agreement, e.g., pregnancy disability leaves, family leaves and the like.

10.12.2.10. Health and Welfare Benefits

An employee on sabbatical leave shall receive the District-paid health and welfare benefit package to which they were entitled the year prior to taking leave. The employee may decline District-paid health and welfare benefits while they are on a sabbatical leave.

10.13. Uncompensated Leave

10.13.1. Eligibility: Length of Leave: No Compensation or Salary Increment

At the discretion of the Governing Board an employee, following three (3) consecutive years of service, may be granted a leave of absence for a period not in excess of one school year. There shall be no compensation for such leave and no salary increment shall accrue during this leave. However, if the employee was teaching at an Institution accredited by WASC, or its equivalent such as the European Council of International Schools, this teaching time shall be counted as credit on the salary schedule.

10.13.2. Request for Leave

Unless extenuating circumstances require otherwise, the employee shall submit a written request, through their immediate supervisor and the Superintendent/designee to the Governing Board on or before February 15th prior to the school year in which the leave is requested. The request shall state the reasons for and the duration of the leave desired.

10.13.3. Notification of Return to Duty

An employee granted such leave of absence shall notify the Personnel Office prior to February 15th of the year during which the leave is being taken that the employee will return for duty the ensuing school year or to request an extension of their leave. Failure to comply with this requirement will constitute a resignation on the part of the employee effective at the close of the school year in which the employee is on leave.

10.13.4. District Encouragement

The District encourages unpaid leaves of absence to pursue educational improvement and advancement.

10.14. Military Leave

It shall be the policy of the Board of trustees to grant leave of absence to all employees for the duration of military service, subject only to presentation of satisfactory evidence of physical and mental fitness to serve the school district on return from military service. Such absence shall not affect in any way the classification of the employee. Within six (6) months after the honorable separation of the employee from the armed forces of the United States, they shall be entitled to return to the position held by them at the time of their entrance into such military service at the salary to which they would have been entitled had they continued in the service of the school district. School district payments to the retirement system shall be made for the employee during the period of military service. Employees

who have worked one (1) school year or more shall receive one (1) month's pay after the last working day.

10.15. General Provision

10.15.1. Leaves Apply During Normal Service Periods

Provisions of sick leave, extended disability leave, maternity disability leave, child care leave, personal necessity leave, industrial accident/illness leave, bereavement leave and jury duty/subpoenaed witness leave shall not be construed to apply to any employee during any period when the employee would not normally be performing services for the District.

10.15.2. Pay and District-Paid Benefits

Uncompensated leave shall be leave without pay, District-paid health and welfare benefits, sick leave or any other compensation benefit. However, employees on an uncompensated leave may continue to participate in the District health and welfare benefit program at their own expense, paid in advance on a quarterly basis. If the duration of the leave is not of sufficient duration for the amount to be paid on a quarterly basis, such an advance payment shall be prorated.

10.15.3. Extension of Leave

Upon request, the Board may extend a teacher's unpaid leave of absence for a maximum of one year, provided that the request is made on or before February 15th prior to the year of extension. Unless otherwise approved by the Board, uncompensated leaves shall not exceed thirty-six (36) consecutive calendar months.

10.15.4. Leave Granted When Mutually Acceptable

When no other leaves are available, a leave of absence may be granted to an employee on a paid or unpaid basis at any time upon any terms acceptable to the District and the employee, in consultation with the Association.

10.16. Split Contracts

Split contracts can be beneficial to students, employees and the District. Teachers may request a split contract upon terms and conditions agreed to by the teachers and the District in accordance with the applicable District Board Policy, as amended. Those conditions must include:

- 1) application prior to February 15
- 2) request for leave of absence or resignation of a portion of position
- 3) time allotted for cooperative planning
- 4) approval of the site principal
- 5) joint attendance at faculty meetings and in-service sessions at the discretion of the principal
- 6) the cost to the District shall not exceed the cost of one FTE
- 7) the final decision will be determined by the District
- 8) reviewed for Board approval annually, section 10.15.3. does not apply

10.17. Catastrophic Leave Program

10.17.1. Purpose

The Catastrophic Leave Program is designed to assist employees who have suffered catastrophic injury or illness and have exhausted all forms of paid leave.

10.17.2. Definitions

10.17.2.1. Catastrophic Illness or Injury is an illness or injury that incapacitates an employee from work for an extended period of time or an illness or injury that incapacitates a family member such that the employee is required to care for the family member and taking time off from work for an extended period of time creates a financial hardship because the employee has exhausted their sick leave and other paid time off.

10.17.2.2. Financial Hardship is when the employee has exhausted all eligible paid leave, including but not limited to sick leave and vacation and enters an unpaid leave status and is receiving no other compensation, including Worker's Compensation or disability.

10.17.2.3. Family Member is a spouse, a child or parent of the employee.

10.17.2.4. Donation of Catastrophic Leave

10.17.2.5. Donation of Leave by Other Employees

Other employees in the same bargaining unit may elect to donate sick leave to the Catastrophic Leave Program.

10.17.2.6. Minimum Donation

No employee may donate less than the number of hours equivalent to one (1) work day to the Catastrophic Leave Program.

10.17.2.7. Maximum Donation

No employee may donate more than a total of one (1) day per month to the Catastrophic Leave Program. Any employee is eligible to contribute one (1) sick day to the Catastrophic Leave Bank. Only employees who have a minimum of fifteen (15) days of accumulated leave may contribute more than one (1) day to the Catastrophic Leave Bank. Donated sick leave credits not utilized shall remain in the bank. Employees may donate at the beginning of the school year or at the request of the Catastrophic Leave Committee.

- 10.17.2.8. Employees may contact the Personnel Office in order to donate leave days. Donations of leave shall be irrevocable once the employee has signed the appropriate District form.
- 10.17.2.9. Donations of catastrophic leave will remain confidential.
- 10.17.2.10. Donations of catastrophic leave may not be made to employees who work for other employers, nor may they be made to employees of the District by employees of other employers.

10.17.3. Catastrophic Leave Bank

10.17.3.1. Requests for Catastrophic Leave

In accordance with Education Code 44043.5 the Soquel Union Elementary School District will establish a Catastrophic Leave Program for certificated employees who suffer from a catastrophic illness or injury.

Catastrophic illness or injury means an illness or injury that is expected to incapacitate the employee for an extended period of time, requires the employee to take time off from work for an extended period of time and taking extended time off work creates a financial hardship for the employee because they have exhausted all of their sick leave, leave provided under the Family and Medical Leave Act and other paid time off.

10.17.3.2. Confirmation of Catastrophic Illness or Injury

Eligible leave credits may be voluntarily donated to a certificated employee for a catastrophic illness or injury if all of the following requirements are met:

The employee must be a certificated unit member.

The employee who is suffering from a catastrophic illness or injury requests that eligible leave credits be donated and provides verification of catastrophic illness or injury as required by the Catastrophic Leave Committee. If the employee is incapacitated and unable to make the request, a family member may make the request on their behalf. Participants shall be required to submit a doctor's statement indicating the nature of the illness or injury and the probable length of absence from work.

The employee has exhausted all their paid leave credits.

Catastrophic leave credits shall not be used for illness or disability which qualify the participant for worker's compensation benefits.

Participants who have exhausted regular accrued sick leave shall be eligible to apply for Catastrophic Leave Program credits. When an employee has exhausted all accumulated leave, including regular accrued leave and catastrophic leave, they may be eligible to access differential leave, Education Code 44977 (differential pay et. seq.).

10.17.3.3. Catastrophic Leave Bank Management

The Personnel Office shall maintain on file the Catastrophic Leave Bank of Credits. Credits donated and distributed shall be authorized by the Catastrophic Leave Committee before transfers are made into and out of the credit bank.

- a) It is the intent of this provision that sick leave credits would be used on consecutive days, however, the Catastrophic Leave Committee can grant on a case-by-case basis use of credits for intermittent or part days.
- b) Requests for catastrophic leave must be submitted in writing at least fifteen (15) days prior to the date the catastrophic leave would commence.
- c)The Catastrophic Leave Committee shall consist of two (2) members appointed by SEA and two (2) members appointed by the District. This committee shall be responsible for authorization of all withdrawals from the Catastrophic Leave Bank. The decisions related to this provision are not subject to grievance.

10.17.3.4. Final Determination of Eligibility

Final determination of eligibility for catastrophic leave shall be in the sole discretion of the District.

10.17.3.5. Use of Employees Own Leave First

Each month that an employee is on catastrophic leave, they must first use their own earned sick leave before using any donated leave.

10.17.3.6. Maximum Catastrophic Leave Allowed

Catastrophic leave may not exceed twelve (12) consecutive months for one (1) illness or injury of the employee or family member.

10.17.3.7. Exclusions

Employees receiving Worker's Compensation and/or payments under a disability program shall not be eligible to participate in the Catastrophic Leave Program.

10.17.4. Non-Grievability

- 10.14.4.1. The provisions of the Catastrophic Leave section shall not be subject to the grievance procedure.

ARTICLE 11

GRIEVANCE PROCEDURES

11.0. Grievance Procedures

11.1. Definitions

11.1.1. Grievance

A grievance is an allegation by a grievant that they have been directly and adversely affected by a violation or misapplication of a specific provision(s) of this agreement.

11.1.2. Grievant

A grievant is an employee of the District covered by the terms of this agreement with an alleged grievance, or the Association.

11.1.3. Day

A day is any day in which the District Office of the Soquel Elementary School District is open for business.

11.2. Informal Level

Before filing a formal grievance, the grievant shall attempt to resolve it by an informal conference with their immediate supervisor. The grievant must initiate this informal process within twentyfive (25) days after the grievant knew, or by reasonable diligence would have known, of the act or omission giving rise to the grievance. The administrator must respond within eight (8) days.

11.3. Formal Level

11.3.1. Level 1

11.3.1.1. Presentation of Grievance

Within five (5) days after the exhaustion of the process at the informal level, the grievant must present their grievance in writing on the form prescribed by the District to their immediate supervisor and to the President of the Association. Attached as Exhibit B is a copy of the District's grievance form to be used for formal grievances and related appeals.

11.3.1.2. Statement of Grievances

This statement shall be a clear, concise statement of the grievance, the specific section of the Collective Bargaining Agreement allegedly violated, the circumstances involved, the decisions rendered at the informal conference and the specific remedy sought.

11.3.1.3. Decision: Appeal or Acceptance

The immediate supervisor or the Assistant Superintendent of Administration/Personnel or their designee shall communicate their decision in writing within five (5) days after receiving the grievance. Failure by a grievant to appeal a decision within the specific time limits shall be deemed an acceptance of the decision.

11.3.2. Level II

11.3.2.1. Appeal

In the event the grievant is not satisfied with the decision at Level I, within ten (10) days after receiving the decision from Level I, they have ten (10) days to file an appeal. The appeal shall be on the form prescribed by the District attached hereto as Exhibit B, and shall be submitted to the Superintendent or their designee.

11.3.2.2. Statement of Grievance and Appeal

This statement shall include a copy of the original grievance and appeal, the decisions rendered, if any, and a clear, concise statement of the reasons for appeal.

11.3.2.3. Decision: Appeal or Acceptance

The Superintendent or their designee shall communicate their decision in writing to the grievant within ten (10) days after receiving the appeal. Failure by a grievant to appeal a decision within the specified time limits shall be deemed an acceptance of the decision.

11.3.3. Level III

11.3.3.1. Request for Binding Arbitration

If the grievant is not satisfied with the decision rendered pursuant to Level II, the Association may submit a request in writing to the Superintendent and the President of the Association for binding arbitration of the dispute.

11.3.3.2. Time Limit for Request

Said request for binding arbitration must be made within ten (10) days of the Superintendent or designee's decision under section 11.3.2.3.

11.3.3.3. Selection of Arbitrator

An impartial arbitrator shall be selected jointly by the grievant and the District within ten (10) days of receipt of the written request. In the event that the

parties cannot agree, the American Arbitration Association rules shall apply with respect to selecting an arbitrator.

11.3.3.4. Fees and Expenses

The fees and expenses of the arbitrator and a court reporter, if required by the arbitrator, and those of the American Arbitration Association, if any, shall be shared equally by the District and SEA. Any additional expenses shall be borne by the party incurring such expense.

11.3.3.5. Rules of Arbitration

The rules of the American Arbitration Association shall govern the arbitration. The arbitrator shall have no authority to add, delete, or alter any provisions of this agreement, but shall limit their decision to the application and interpretation of its provisions.

11.3.3.6. Arbitrator's Findings

After hearing the evidence, the arbitrator shall report their findings in writing to the Governing Board, President of the Association, and to the grievant.

11.3.3.7. Decision

The decision shall be reported at the second regularly scheduled meeting of the Board of Trustees after the filing of the findings. The decision shall be binding except that no rights of the grievant or District to further legal action shall be abrogated.

11.3.4. Miscellaneous

11.3.4.1. District Failure to Respond

If the District fails to respond to a grievance within the time limits specified for that level, the grievant shall have the right to appeal to the next level.

11.3.4.2. Right to Conference

The grievant shall have the right to a conference upon request, at each level.

11.3.4.3. Records of the Proceedings

All records of the proceedings shall be retained by the Personnel Office in a separate, secured grievance file.

11.3.4.4. No Reprisals

No reprisals shall be taken by or against any participants in a grievance procedure by reason of such participation.

11.3.4.5. Representation

Each party may be represented at a conference at each formal stage of the grievance procedure.

11.3.4.6. Pay

An employee required to absent themselves by reason of these grievance procedures to appear at a hearing before an arbitrator shall not suffer any loss of pay; substitutes will be paid for by the District. An employee required to be absent from duty for the process of gathering information, interviewing witnesses or preparing a presentation shall not suffer any loss of pay. The cost of substitutes, in the event of such absence, shall be provided by the Association. First-and second-level grievance processing shall occur before or after regular teaching hours.

11.3.4.7. Time Limitations

Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision.

11.3.4.8. Grievance Forms

Forms for filing and processing grievances shall be prepared by the administration, with the cost being borne by the District.

11.3.4.9. Grievance Without Intervention

An employee may present and have resolved a grievance without the intervention of the Association, as long as the adjustment is reached prior to arbitration and is not inconsistent with the terms of this agreement provided that the District shall not agree to a resolution of the grievance until the exclusive representative has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

11.3.4.10. Arbitrability of a Grievance

If the District raises a claim as to the arbitrability of a grievance as a result of a violation of the terms of this article, such claim shall be ruled on first by the arbitrator. At its option, and without prejudice, the District may have such a claim heard along with the merits of the case.

ARTICLE 12

CERTIFICATED EMPLOYEE EVALUATION PROCEDURE

12.0. Certificated Employee Evaluation Procedure

The parties have agreed to create a joint labor-management committee to discuss and recommend changes to the evaluation procedure consistent with applicable law. The parties agreed that at least one (1) but not more than two (2) certificated employees from each site should actively participate on the evaluation procedure committee. Principals will ask for teacher volunteers to serve on the committee. At least three (3) administrators should actively participate on the committee, preferably one (1) administrator from an elementary school, one (1) administrator from the middle school and one (1) administrator from the District Office.

12.1. Evaluation Procedures

Evaluation of certificated employees will be carried out as per the procedures in SUESD Certificated Employee Evaluation Handbook (excerpt in this document as Exhibit H, full document found on SUESD's Human Resources Website). Procedures will be reviewed with principals and teachers annually at the beginning of the school year.

12.2. Standards for Evaluation

Standards for the evaluation of certificated employees are set forth in Administrative Regulation #4115.

12.3. Peer Support Process

Soquel Education Association, SEA, and SUESD have joined together to develop a Peer Support Process. This committee includes members from SEA and the SUESD administration who are creating and reviewing required documents for this model of Peer Support Process. Both parties agree to pilot the Peer Support Process model prior to full adoption.

12.3.1. Eligibility for Participation

Permanent unit members who have received a needs improvement on the overall summary rating are required to participate in the full program of support.

Program Description

The goal of the Peer Support Process is to assist teachers to develop practices to improve instruction in areas of identified need, and is intended to focus on the teacher's growth and progress through structured peer support and an individualized professional development plan. The Peer Support Process connects a participating teacher with a consulting teacher who provides ongoing support through observation, sharing ideas and skills, and recommending materials or workshops for further study. Participation in the program is a process parallel to the evaluation process. The results of these supports will not supplant the teacher's evaluation. The teacher will remain on the evaluation cycle during the school year and will be formally observed and evaluated by their site administrator during the period of support.

The consulting teacher may be an SEA unit member or a highly-qualified teacher or an administrator from outside the district. The Peer Support Process Committee will review applications to determine the best fit for the teacher candidate. Subject area and grade will be some of the factors considered.

12.3.2. Peer Support Process Committee

The Peer Support Process committee optimally will include three SEA unit members and three administrators. The committee will create and construct the process and required documents. Members of the committee will participate on the panel throughout the school year. At the conclusion of the first complete year the committee will make necessary revisions.

12.3.3. Roles and Responsibilities

The coach/mentor will meet with the participating teacher throughout the school year and assist them with meeting the goals of the remediation plan developed by the site administrator. The time commitment includes weekly meetings with the teacher (about 1 hour), a training meeting at the beginning of the school year, quarterly meetings with the committee and two (2) progress updates in November and February. Four (4) total paid release days will be provided for the purposes of classroom observations, visitations for mentor and teacher to view classroom instruction by commendable teachers, attending staff development/trainings etc. The coach/mentor's relationship with the teacher is confidential. The coach/mentor is not an administrator and will not complete the teacher's evaluation. The teacher's site administrator will be the primary evaluator and will complete the formal evaluation. The coach/mentor will receive compensation of \$1,300 per semester.

The coach/mentor will provide the committee with a summary of the teacher's progress toward meeting the goals on their remediation plan. The teacher's site administrator will also provide the panel with copies of any formal written observations and with a copy of the summative evaluation. The teacher and coach/mentor will also be provided a copy of all paperwork.

This outside committee offers the teacher the opportunity to have their case reviewed by a neutral, confidential group that is not the site administrator. Following the second presentation to the committee in February, the committee will make one of the following recommendations as to the teacher's progress on their remediation plan:

- Satisfactory progress, continuation of the program is not necessary
- Satisfactory progress, however there are more areas to be addressed in the remediation plan, recommend continuing the program another year
- Minimal progress, not recommended to continue the program

12.3.4. Hold Harmless

The District shall hold harmless the members of the Peer Support Process Committee for any liability arising out of their participation in this program as provided in Education Code Section 44503(c).

12.3.5. Confidentiality

All proceedings and materials related to the administration of this program shall be strictly confidential. Therefore, Peer Support Process Committee members may disclose such information only as necessary to administer this program.

12.3.6. Principal's Role

The Principal and the Consulting Teacher work together to support the Participating Teacher. The Principal is responsible for evaluation that will run parallel to the Peer Support Process. The Principal is responsible for writing the Improvement Plan for the teacher who receives a needs improvement prior to the end of the school year. The Committee will use the reports from the Consulting Teacher and evaluation from the Principal to inform their recommendation to the Superintendent.

12.3.7. Pilot Timeline

June 1 (summer prior to pilot year): Peer Support Process committee will be selected
By final evaluation and no later than June 1: Unit member will be notified that they will participate in the Peer Support Process for the upcoming school year.

September 1: Coach/mentor(s) to be selected and meeting scheduled with coach/mentor for expectations and process of the program.

September 15: Unit member(s) will be trained on the specifics of the Peer Support Process and will be assigned their consulting mentor.

September 30: First meeting held with coach/mentor, teacher and site administrator.

October 15: First quarterly meeting with coach/mentor and committee only.

November 17: Progress update to the committee, coach/mentor and teacher.

December 15: Second quarterly meeting with coach/mentor and committee only.

February 9: Two (2) separate meetings

- Third quarterly meetings
- Progress update to the committee, coach/mentor and teacher

February 15: Final administrative documents will be provided to the superintendent or their designee

March 1: The committee will provide a copy of the recommendation for next steps to the participating teacher, principal and the superintendent/designee. The superintendent or designee will consider the findings and recommendations of the committee in the next steps of the evaluation process.

March 15: The superintendent's final written recommendation will be given to the unit member in writing.

April 27: Final debrief, coach/mentor and committee

The Consulting Teacher will share all written and verbal reports during a conference with the Participating Teacher at least once every six (6) weeks. In addition, the Consulting Teacher will provide a written report at least once every six (6) weeks for the Principal and the Peer Assistance Committee. The Committee or Participating Teacher may request an oral report at any time.

12.3.8. Preparation for Meetings

Initial Meeting with Teacher (prior to or on September 30)

In the first meeting the coach/mentor and the unit member/teacher will review the teacher's last evaluation and the remediation plan written by the site administrator to identify the areas of focus and begin to develop a program for the year. This meeting is also an opportunity to schedule a visit to the teacher's classroom, review data with the teacher and calendar appointments. Following this meeting the coach/mentor should schedule a meeting with the teacher and site administrator to clarify expectations and areas for improvement. Transparency is fundamental to developing a program focused on growth and support.

Quarterly Meetings

Four (4) times throughout the school year (October, December, February and April) the coach/mentor and committee will meet with the purpose of giving guidance and clarification to the coach/mentor. This is an opportunity to discuss what is going well, what challenges or concerns exist and what resources might be needed.

Progress Update Meetings

Twice during the school year, the coach/mentor and teacher will provide a progress report to the committee. The coach/mentor will give a brief summary of progress. The teacher will be asked what is going well, what might be needed in order to address areas of growth, and how communication with the site administrator is going. The coach/mentor will provide the committee with copies of the weekly meeting logs, site administrator's observations and any other documentation that demonstrates the teacher's growth in the areas of focus.

Throughout this assistance period, the Administration retains the sole responsibility for developing separate improvement plans and goals for conducting the evaluation process in accordance with Article 12 of the Agreement. Furthermore, nothing in this article precludes the Principal or District from doing informal observations nor from notifying the teacher verbally and/or in writing regarding incidents or events related to the teacher's fulfillment of their professional obligations.

12.3.9. Grievability

A teacher shall not have access to the grievance process to challenge the contents of reports, evaluations or decisions of the Peer Support Process Committee, but may file official responses, as provided herein, which shall become part of the official record of the intervention provided under this program.

ARTICLE 13

COMPENSATION

13.1. Salary Compensation

13.1.1. Definitions

For the purpose of negotiating certificated compensation, the following definitions shall apply:

13.1.1.1. Total Implementation Cost of the Contract

Total certificated compensation shall be defined to include the cost of the following items in the District budget:

- a) Teachers' salaries
- b) Master's Degree increment
- c) Health and welfare benefit packages
- d) Retirement, worker's compensation, and unemployment insurance
- e) Retirement programs
- f) Other monetary items in the contract that directly benefit teachers

13.1.1.2. Cost-of-Living Allowance

The negotiated Cost-of-Living Allowance (COLA) each year shall be defined to include the following increased costs:

- a) Salary schedule, excluding step and column increases
- b) Master's Degree increment
- c) Health and welfare benefit package
- d) Negotiated increases in benefits in any other item in implementation cost of the contract.

13.2. General Provisions Applying to Salary Schedule

13.2.1. Stipend for Masters Degree

Employees who hold a Master's Degree from an accredited institution receive an additional annual stipend per full year of service.

13.2.2. Increases in Master's Degree Stipend

Beginning in the 1986-87 fiscal year, annual increases in the Master's Degree increment shall be negotiated separate from increases in the basic salary schedule.

13.2.3. Bilingual Stipend

Effective 7 /1/21 the certificated salary schedule will be modified to include an annual stipend of 2,000 for appropriately credentialed teachers assigned to bilingual classrooms. Bilingual teachers employed less than full-time will have the stipend prorated to correspond with their level of services.

13.2.3.1. A bilingual classroom assignment is defined as a position which has been identified by the District as requiring a bilingual credential or certification.

13.2.3.2. An appropriate credential for this purpose is defined to include one of the following:

- 1) Multiple Subject Teaching Credential with Bilingual CrossCultural emphasis in a specific language
- 2) Single Subject Teaching Credential with Bilingual Cross Cultural emphasis in a specific language
- 3) Specialist Teaching Credential in Bilingual Cross-Cultural instruction in a specific language
- 4) Bilingual Certificate of Competence
- 5) Bilingual Certificate of Assessment Competence (Spanish/English)
- 6) Temporary assignment option provided to employing District and Counties: Title 5, Section 80024.2.
- 7) BCLAD Teachers specifically hired to teach in our district's Dual Language Immersion (DLI) Program will receive an annual stipend of \$5,000 (in lieu of, not in addition to, the \$2,000 stipend referenced above).

13.2.4. Placement on Salary Schedule

Placement of new employees in salary schedule classifications shall be based on successful completion of units from an accredited institution, by the time of employment subject to the following further provisions.

13.2.4.1. Courses Must Be Related to District Assignment

Such units must be earned in courses related to the employee's District assignment, as approved by the Superintendent.

13.2.4.2. Minimum Grade

Employees must earn at least a grade of "C" or equivalent for each unit, as verified by official transcripts.

13.2.4.3. Units

Such units may not include those earned to obtain a Bachelor's Degree.

13.2.4.4. Semester Units

Units credited for salary classification purposes shall be semester units, each quarter-unit being the equivalent of two-thirds of a semester unit.

13.2.5. Placement on Steps of Salary Schedule

Placement of new employees hired on experience steps shall be subject to the following provisions:

Initial placement for new employees who are credentialed shall be based on years of teacher experience in another United States public school system. Placement for each step above Step I shall require one school year of such experience. Initial placement shall not exceed Step XV.

Such experience shall be verified by written statements satisfactory to the District from previous employing Districts.

Such experience shall be verified by written statements satisfactory to the District from previous employing Districts.

During the life of this agreement, advancement of existing District employees shall be in accordance with the present written District policies.

13.2.6. Placement Above Step I

New employees seeking initial placement above Step I for teaching experience in nonpublic school shall make application to the Teacher Education Professional Standards Committee (hereinafter called TEPS Committee). The committee will make its recommendations to the Superintendent. This section is retroactive to teachers hired since July 1, 1984.

13.3. Compensation for Teachers Attending Science Camp

Teachers attending science camp receive \$135 per night when the teacher stays overnight.

13.4. Health and Welfare Benefits for Employees Working Three-Quarter to Full-Time

All regular employees who are covered under a minimum three-quarters time contract shall select and receive one of the following:

13.4.1. The District is a member of California Value Trust organized under the laws of the State of California. CVT negotiates insurance rates and notifies the District of annual increases in premium costs for delivery of the benefit service and for funding of the benefit specifications under this Agreement. Benefits shall be provided through the benefits package as offered by CVT or its successor so long as equivalent coverage is maintained. The parties recognize the importance of obtaining complete information about changes or adjustments by CVT to health coverage. The effects of changes or adjustments by CVT will be negotiated upon request of SEA. The District shall notify the bargaining unit of health coverage changes by providing a copy of CVT information packet to the SEA President or designee and SEA's representative on the Health and Welfare Benefits Committee referred to in 13.6.

13.4.2. Medical Insurance

There shall be an option to select among various District-offered insurance plans. Each employee shall select from the following coverage levels: Single, Single plus one, or Full Family Coverage.

13.4.3. Dental Insurance

Delta Dental Plan - Full Family Coverage. The District offers two Dental options. Delta Dental Incentive program

13.4.4. Vision Insurance - Full Family Coverage

A Vision Plan will be provided by the District.

13.4.5. Salary Protection Plan

A Salary Protection Plan will be provided by the District premium based on salary schedule placement.

13.4.6. Life Insurance Plan

Twenty-five-thousand-dollar level life insurance plan with \$1,500 spouse and dependent children plan will be provided by the District.

13.4.7. Future Increases in District's Contribution to Health and Welfare Benefits

13.4.7.1. Any future increases in the District's contribution to the above stated Health and Welfare benefit costs will be negotiated.

13.4.7.2. The cost of the employee's selected benefits listed in Sections 13.3.2. through 13.3.6., in excess of the District's negotiated contribution shall be deducted from the employee's salary.

13.4.7.3. The District shall offer Health and Welfare benefits to domestic partners. Employees must fill out the current Declaration of Domestic Partnership form found on the district website and turn it into the Personnel Office.

13.4.8. Health and Welfare Benefit Cap

13.4.8.1. Effective July 1, 2006, the District will restructure the separate medical, dental and vision benefit caps into one combined health and welfare cap for three- quarters to full-time employees.

13.4.8.2. Effective October 1, 2015, the District will contribute \$682.00 per month (annual cap of \$8,184.00) the health and welfare premiums for three-quarters to full-time employees, or if the employee's health and welfare premiums total less than \$682.00 per month, the district will pay only the actual amount of the employee's health and welfare premiums.

13.5. Health and Welfare Benefits for Employees Working At least Fifty Percent but less than Three- Quarter Time

Employees who work at least fifty percent but less than three-quarter time, effective July 1, 2008, shall have the right to decline medical, dental, and vision coverage at open enrollment or at the time of qualifying for less than three-quarter benefits. Effective October 1, 2015 employees who have coverage shall select and receive \$349.25 per month annual cap of \$4,191.00 annually:

13.5.1. The District is a member of CVT organized under the laws of the State of California. CVT negotiates insurance rates and notifies the District of annual increases in premium costs for delivery of the benefit service and for funding of the benefit specifications under this Agreement. Benefits shall be provided through the benefits package as offered by CVT or its successor

so long as equivalent coverage is maintained.

The parties recognize the importance of obtaining complete information about changes or adjustments by CVT to health coverage. The effects of changes or adjustments by the CVT will be negotiated upon request of SEA. The District shall notify the bargaining unit of health coverage changes by providing a copy of CVT information packet to the SEA President or designee and SEA's representative on the Health and Welfare Benefits Committee referred to in 13.6.

13.5.2. Medical Insurance

The option to select among various District-offered insurance plans. Each employee shall select from the following coverage levels: Single, Single plus one, or Full Family Coverage.

13.5.3. Dental Insurance

Delta Dental Plan - Full Family Coverage.

13.5.4. Vision Insurance

A full family Vision Plan will be provided by the District.

13.5.5. Salary Protection Plan

The District will provide a salary protection plan based on annual salary.

13.5.6. Life Insurance Plan

A twenty-five-thousand-dollar life insurance plan will be provided to all certificated contracted employees.

13.5.7. Future Increases in District's Contribution to Health and Welfare Benefits

Any future increases in the District's contribution to Health and Welfare benefit costs will be negotiated. (See Article 13, sections 13.3.7.1. through 13.3.7.3.)

13.5.8. Health and Welfare Benefit Cap

13.5.8.1. Effective July 1, 2006, the District will restructure the separate medical, dental and vision benefit caps into one combined health and welfare cap for employees working between fifty percent to less than three-quarter time.

13.5.8.2. Effective Oct 1, 2015, the District will contribute \$349.25 per month (annual cap of \$4,191.00) toward the health and welfare premiums for fifty (50) percent to less than three-quarters time employees, or if the employee's health and welfare premiums total less than \$349.25 per month, the district will pay only the actual amount of the employee's health and welfare premiums.

- 13.5.8.3. Each year, \$19,669 will be divided by the number of employees with family coverage as of October 1 and will be distributed to those families to help offset the cost of their monthly premiums
- 13.5.8.4. Any unused employer contribution shall be pooled and distributed to the unit and shall be apportioned as determined by SEA. SEA shall communicate their decision to the Personnel Dept. by October 13.6.

13.6. Health and Welfare Benefits Committee

The District and SEA agree to convene bi-annual health and welfare benefits committee meetings open to representatives of each District unit, as an association business up to a maximum of one (1) representative from each site, and the Administration to discuss delivery, costs and alternatives concerning the health and welfare benefits provided to District employees, including any potential changes being considered by CVT.

ARTICLE 14

PROFESSIONAL GROWTH CREDIT

14.1. Administrative Regulations

14.1.1. Service Increment

Service increment is the vertical step on the salary schedule. The criteria for qualifying for this step is a year of experience.

14.1.2. Professional Growth Increment

Professional growth increment is the horizontal step on the salary schedule. The criteria for qualifying for this step is the accumulation of fifteen (15) units of college work or special work on behalf of the District.

14.1.3. College Work

College work refers to work at a college during regular session, summer school, extension or correspondence that offers credit. To receive credit for non-credited college work, approval must be granted by the TEPS Committee. If questions exist regarding acceptability of course work for credit, teachers may seek TEPS approval prior to the commencement of course work. However, professional growth credit will only become effective upon successful completion of the course(s).

14.1.4. Units of College Work

Units of college work shall be represented in semester units.

14.2. Teacher Education & Professional Standards (TEP) Committee

A TEPS Committee shall be established.

14.2.1. Composition of Committee: Election of Members

The TEPS Committee shall consist of two appointed faculty members and one (1) administrator to be appointed by the Superintendent. The faculty members shall be appointed on a year-to-year basis.

14.2.2. Functioning of Committee

The function of the committee is to apply the criteria of this section to requests for units, credits for professional growth, conferences and workshops, curriculum work and college work that is questioned. In addition, the committee will review requests from new employees seeking initial placement above Step I based upon teaching experience in accredited non-public schools. The committee will make its recommendations to the Superintendent.

14.3. Professional Growth Credits

Teachers in the District will be given credit for professional growth for the following activities:

14.3.1. Units of College Work

Units of college work under the following stipulations:

14.3.1.1. Grade Slips

Grade slips will be turned in to the Personnel Office to obtain credit.

14.3.1.2. Course Work

The course work must be related to the teacher's assignment and/or responsibilities and cannot be a replica of work for which credit has already been given. When questions arise regarding these issues, the TEPS Committee will study the case and make a recommendation to the Superintendent. Course work previously denied credit as unrelated to a previous assignment may be resubmitted should a change in assignment be made.

14.3.1.3. Nothing herein precludes an employee from earning units from a college or university for in-service training received during the workday provided the employee pays for the units.

14.3.2. Conference and Workshop Attendance

Conference and workshop attendance under the following stipulations:

14.3.2.1. TEPS Approval

An application, using the appropriate District form, must be submitted to the TEPS Committee. Professional growth requests for conferences and workshop attendance, which may be construed as a duplication of prior units awarded, will require a rationale for granting additional credit.

14.3.2.2. Non-School Time

The attendance must be on non-school days or after school hours.

14.3.2.3. Relevant Activity

The activity must be relevant to the applicant's responsibilities in the District.

14.3.2.4. No Salary Increase for Attendance

No salary may have been received for the attendance.

14.3.2.5. Credit

One (1) unit of credit will be given for twenty hours (24) of attendance. Where outside preparation is required, the time may be reduced to fifteen hours.

14.3.2.6. Units

Not more than seven (7) units per range step may be earned by this method.

14.3.2.7. Evidence of Attendance

Evidence of attendance must be presented to the TEPS Committee. A signature of a presenter or workshop organizer is sufficient evidence.

14.3.3. District-Wide Curriculum Projects

Work on District-wide curriculum projects under the following stipulations:

14.3.3.1. Non-School Time

Work must be done on non-school days or after school hours.

14.3.3.2. No Salary for the Project

No salary may have been received for the project.

14.3.3.3. Units

When recommended by the TEPS Committee and approved by the Superintendent, one unit will be awarded for each twenty hours of work.

14.3.3.4. District Needs

The project should meet an identified District need.

14.3.3.5. Unique Product

The project should be a unique product not available elsewhere more economically.

14.3.3.6. Beyond Job Assignment

Project pertains to curriculum development beyond the normal planning expectations of job assignment.

14.3.3.7. May Result from Travel

Project may include curriculum resulting from travel.

14.3.3.8. Submission for Approval

Prior plan must be submitted and approved with evaluation and dissemination plans.

14.3.3.9. Property of District

Product becomes property of the District.

14.3.3.10. Goal Not Met

District reserves the right to rescind professional growth credit of finished product if the District concludes that goals were not met.

14.3.4. Special Requirements for Professional Growth

14.3.4.1. Reclassification: Extension of Deadline

Reclassification for professional growth shall be made on May 1st. An extension of the deadline to September 30th shall be allowed when written notice of the work to be completed during the summer is submitted to the TEPS Committee ten days prior to the closing of school.

ARTICLE 15

RETIREMENT

15.1. Pre-Retirement and Early Retirement Programs

15.1.1. General Provisions

15.1.1.1. Application Deadline

Applications to enter any of the programs in this article for the following fiscal year should be received in the Personnel Office no later than February 15th of the current fiscal year. The Superintendent may extend this deadline.

15.1.1.2. Qualifications to Enter Programs

To qualify to enter any of the programs in this article, an employee must have completed a minimum of fifteen (15) years of full-time, satisfactory service or its equivalent in part-time service in the Soquel Elementary School District. Employees who have provided at least fourteen full time years of satisfactory service with the District in the 2000-2001 school year will be deemed eligible for Article 16 programs.

15.1.1.3. No employees hired after the 2000-2001 school year will be eligible for any retirement health benefits in Article 16.

15.1.1.4. Regular employees (i.e. probationary and permanent) employed during the 2000-2001 school year who are laid off under Education Code section 44949 et seq. and later rehired will maintain eligibility for retiree benefits as outlined in the contract agreed to prior to the 2000-2001 school year.

15.1.1.5. Limits on Percentage of Staff in Program

No more than five percent (5%) of the certificated staff may enter into programs 16.1.2., 16.1.3., and 16.1.5. in total in any one year, and no more than ten percent (10%) of the certificated staff may be in these programs in total at any one time. If more than five percent (5%) apply in any one year, employees will be considered on a seniority basis. These limits may be waived by the Governing Board.

15.1.1.6. Availability of Those Programs Dependent on Law

To the extent that the availability of any of these programs is provided by law, should the availability of any such program expire by law, the availability of that program shall terminate for this contract.

Certificated employees may apply for one of the following programs:

15.1.2. Pre-Retirement/Early Retirement Program

15.1.2.1. Age Requirement

An employee may apply for this program who has reached the age of fifty (50) years.

15.1.2.2. Acceptance Based on District Needs and Seniority

Applications for entry into the program will be considered based on the needs of the District for the services proposed to be provided and based on seniority.

15.1.2.3. Employee Resignation from Regular Position

An employee qualifying and accepted into this program must resign from their full-time position and may not return to regular employment with the District.

15.1.2.4. Service Requirement

Persons opting for this program will be required to serve thirty (30) school days each year at activities or services and times established by the District in consultation with the employee. Once an employee moves from a percentage to the R-4 phase of their option, their days of required service shall be reduced from thirty (30) to twenty (20). In unusual circumstances, the Superintendent may waive the service requirements.

15.1.2.5. Examples of Services

Examples of services under this program may include, but are not limited to, curriculum development, classroom or individualized instruction, substitute teaching, in-service training, completion of surveys and research, student scheduling, grant writing, project coordination, testing and other services related to operational District programs.

15.1.2.6. Contract

A contract will be signed indicating the highest annual salary actually earned, as well as the percentage of that salary the employee will receive for each year of the option selected which has a percentage attached to it. Once an employee has entered the program, they may drop their participation at any time; however, they may not change options or return to regular employment with the District.

15.1.2.7. Evaluation of Service

An evaluation of the service provided by the participant shall be made by the supervising administrator. This evaluation shall be completed by March 30th of each year and forwarded to the Superintendent. A participant who satisfactorily performs their duties will be recommended annually by the Superintendent for retention in this program for the full period of the option selected or age sixty-five, whichever comes first. A participant in the percentage phase of the program will be assured of annual renewal in the program. Termination procedures from the program for unsatisfactory service will be the same as for any regular certificated employee. A participant in the R-4 phase of the program may be terminated from the program by the Board for unsatisfactory service upon the recommendation of the Superintendent.

15.1.2.8. Contributions to State Teachers' Retirement System

An employee who participates in the percentage phase of the program shall contribute to the State Teachers' Retirement System and receive service credit in the ratio of thirty divided by 183, or 16.4 percent. The District will also make contributions to the State Teachers' Retirement System. Employees in the R-4 phase are retired and begin drawing benefits from the State Teachers' Retirement System. Each year's participation must be for the full fiscal year (July 1st through June 30th).

15.1.2.9. Fringe Benefits

The District will continue the same fringe benefits program provided to an employee who meets the qualifications as described in Section 16.1.1.2. for the time the employee is on this program. Upon terminating the program, the retiree receives fringe benefits in accordance with the benefit program in Section 16.1.6.

15.1.2.10. Plan Options

| <u>Options</u> | <u>Yr. 1</u> | <u>Yr. 2</u> | <u>Yr. 3</u> | <u>Yr. 4</u> | <u>Yr. 5</u> |
|----------------|--------------|--------------|--------------|--------------|--------------|
| A | 30% | 30% | 30% | 30% | 30% |
| B | 30% | 30% | 30% | 30% | R-4 |
| C | 35% | 35% | 35% | 35% | - |
| D | 35% | 35% | 35% | R-4 | R-4 |
| E | 50% | R-4 | R-4 | R-4 | - |
| F | R-4 | R-4 | R-4 | R-4 | R-4 |

*In the percentage part of the program, the percentages are the percentages of the employee's highest annual salary actually earned in their immediate past assignment.

**In the R-4 part of the program, that participant is retired and is eligible to draw STRS benefits. The District's obligation thereafter is to be \$5,000 per year for services rendered.

15.1.3. Age and Service Requirement

15.1.3.1. An employee may apply for this program who has reached the age of fifty-five but who is not older than sixty years of age and who has at least thirty years of STRS-credited service as a teacher in California.

15.1.3.2. Participants Will Apply for Retirement Under STRS

Participants in this program will apply for retirement under the STRS system. The District will pay one-half of the employee's early retirement penalty of one-half of one percent per month for each month that they retire before the age of sixty. This will reduce the employee's penalty to one-quarter of one percent per month.

15.1.3.3. Health and Welfare Benefits

Participants in this program will receive employee-only health and welfare benefits under the terms provided in Section 16.1.6., "Retirement Health and Welfare Benefits".

15.1.4. Early Retirement Age Fifty to Five-Five

15.1.4.1. Age Requirement

An employee may apply for this program who has reached the age of fifty(50) but who is not older than fifty-five (55) years of age and who has at least thirty (30) years of STRS-credited service as a teacher in California.

15.1.4.2. Participants Will Apply for Retirement Under STRS

Participants in this program will apply for retirement under the STRS system. They will be penalized one-quarter of one percent in their retirement benefits for each month they retire prior to the age of fifty-five (55).

15.1.4.3. Health and Welfare Benefits

Participants in this program will receive employee-only health and welfare benefits under the terms provided in Section 16.1.6., "Retirement Health and Welfare Benefits."

15.1.5. Reduced Services Employment Plan

15.1.5.1. An employee may request participation in a Reduced Services Employment Plan, also known as the Willie Brown Plan, which would enable participants with the opportunity to reduce their workload from full-time to part-time duties, and receive the service credit and other benefits the unit member would receive if the unit member was employed on a full-time basis pursuant to Education Code § 44922.

- 15.1.5.2. Participation in this program is not an entitlement and is only permitted with District approval of a shared employment contract if the District determines participation will result:
- a) In a cost savings; and
 - b) In no loss of FTE or pro-rata FTE of an existing employee because of the shared contract.

Upon request, the district shall provide the bargaining unit member requesting participation in the program with a supporting worksheet analyzing the projected savings or cost.

- 15.1.5.3. Reduced services employment shall consist of either the:
- a) Equivalent of at least one-half the number of sequential days of service required by the unit member's contract of employment during their final year of service in a full-time position and will commence on or before the first day of the second half of the work year; or
 - b) Equivalent to at least half-time or more employment per day for the full school year.
- 15.1.5.4. A unit member shall have reached the age of fifty-five (55) years prior to reduced services employment. The unit member shall have been employed full time in a position requiring certification for at least ten (10) years of which the immediately preceding five (5) years were full time employment.
- 15.1.5.5. A unit member shall be paid a salary that is the pro rata share of the salary they would be earning had they not elected to exercise the option of part-time employment. The unit member's State Teachers Retirement System contributions paid by both the District and the unit member shall be the same as if the unit member taught full time.
- 15.1.5.6. The District shall provide participating unit members with health and welfare benefits as though they were full time employees.
- 15.1.5.7. A unit member shall file application for reduced services employment with the Personnel Office by February 15 for the following school year. The Superintendent may extend this deadline. Unit members may submit supporting materials, including letters from site administrators and the names and signatures of other bargaining unit members participating in a proposal for a shared position.
- 15.1.5.8. A reduced services unit member may be returned to full time employment only with the mutual agreement of the unit member and the District.

15.1.6. Retirement Health and Welfare Benefits Program

15.1.6.1. Eligibility for District Contribution towards Retiree Insurance

An employee may apply for this program (1) if their date of hire, per the approved District seniority list, was before June 30, 2001; and (2) has completed at least fifteen years (15) of full-time, satisfactory service or its equivalent in part-time service; and (3) has reached the age of fifty five (55).

15.1.6.2. Retirement from District Position

Participants in this program must permanently retire from their positions with the District.

15.1.6.3. District Contribution towards Retiree Insurance

Effective with retirees who retired August 27, 2007 and thereafter, the District shall pay one combined contribution up to \$316.00 per month (annual cap \$3,792.00) to continue the retiree in medical, dental or vision benefit programs that are allowable under the benefit programs offered by the District. Such coverage shall continue for ten (10) years, or until the employee reaches age sixty-five (65) or is eligible for health benefits under federal programs (i.e. Medicare). Whichever comes first. If allowable under the programs offered by the District, the retiree may choose to participate in only the medical, medical and dental only, or any other combination. The retiree may purchase coverage in these programs for their spouse at their own expense.

For employees who retired prior to August 27, 2007, the District shall pay one combined contribution up to \$308.78 per month (annual cap \$3,705.36) to continue the retiree in medical, dental or vision benefit programs that are allowable under the benefit programs offered by the District. Such coverage shall continue under the same terms as stated above.

15.1.6.4. Medicare Supplement

15.1.6.4.1. When a retiree reaches age sixty-five (65) and becomes eligible for Medicare, the District will pay for the Medicare Supplement plan at \$190.65 per month for life of the retiree.

15.1.6.4.2. For retirees who do not qualify for Medicare benefits, but who elect to continue their coverage at their own expense, the District will pay the equivalent premium amount toward the retiree maintaining the existing plan, and the employee will pay the difference.

15.1.6.4.3. If the SEA and the District agree to change medical insurance plans in the future, retirees will also be changed to the new plan and the

15.1.6.5. Post 65 Retirement Benefits Effective with the 2000-2001 School Year

- 15.1.6.5.1. Retirees in the 2000-01 and 2001-02 school years receive post sixty-five (65) benefits as outlined in the current contract.
- 15.1.6.5.2. Beginning in the 2002-03 and 2003-04 school years retirees will receive eighty percent of post sixty-five (65) benefits as outlined in the current contract.
- 15.1.6.5.3. Beginning in the 2004-05 and 2005-06 school years retirees will receive seventy percent of post sixty-five (65) benefits as outlined in the current contract.
- 15.1.6.5.4. Beginning in the 2006-07 and 2007-08 school years retirees will receive sixty percent of post sixty-five (65) benefits as outlined in the current contract.
- 15.1.6.5.5. Beginning in the 2008-09 and 2009-10 school years, retirees will receive fifty percent of post sixty-five (65) benefits as outlined in the current contract.
- 15.1.6.5.6. Beginning in the 2010-11 school year the District will not provide post sixty-five (65) benefits for retirees.

15.1.6.6. Pre-Retirement and Early Retirement

The parties agree to negotiate a retirement incentive program only if it would result in a demonstrated savings to the District.

ARTICLE 16

TEMPORARY TEACHERS

16.1. Eligibility

A temporary teacher shall be entitled to an interview for any vacant position in the school the following school year. The temporary teacher must be certificated for and qualified to serve in the vacant position, must have received a satisfactory performance evaluation and must have served in the District seventy-five percent (75%) of the school days in the prior school year.

If an employee was released pursuant to subdivision (b) of Section 44954 and has nevertheless been retained as a temporary or substitute employee by the district for two (2) consecutive years and that employee has served for at least 75 percent (75%) of the number of days the regular schools of the district were maintained in each school year and has performed the duties normally required of a certificated employee of the school district, that employee shall receive first priority if the district fills a vacant position, at the grade level at which the employee served during either of the two (2) years, for the subsequent school year. In the case of a departmentalized program, the employee shall have taught in the subject matter in which the vacant position occurs.

16.2. Selection at District's Discretion

If there are a greater number of temporary teachers who are certified, competent and qualified to serve than there are vacant positions, the District may exercise its discretion to select the temporary teacher or teachers best suited to the District's needs.

ARTICLE 17

COMMITMENT TO AGREEMENT

It is the intent of the parties that during the term of this agreement the members of the unit shall faithfully and diligently perform all of the duties as set forth in this agreement. In the event that members of the unit take any steps in violation of the provisions of this article, the Association shall make every effort to prevent such activities and to induce the employees to comply with the terms of this agreement.

ARTICLE 18

CERTIFICATED LAYOFF PROCEDURES

- 18.1. Layoffs may occur based upon lack of funds as determined by the Governing Board.
- 18.2. In situations where the layoffs are caused by lack of funding, notifications shall be given not later than April 1st. All other layoff procedures under Section 44955 shall apply. All other deadlines under Section 44955 shall be extended accordingly.

Soquel Union Elementary School District (SUESD) and Soquel Education Association (SEA)
2021-22 Proposal & Tentative Agreement
August 1, 2022

The following members of each team have reached this tentative agreement:

SUESD:

Developed by
Scott Turnbull
Scott Turnbull, Superintendent

Developed by
Michelle Kennedy
Michelle Kennedy, Assistant
Superintendent, Business Services

Developed by
Jessica Kiernan
Dr. Jessica Kiernan, Assistant
Superintendent, Educational Services

Developed by
Sandy Figueroa
Sandy Figueroa, Personnel
Coordinator

Developed by
Ronnie Platt
Ronnie Platt, Principal, Main
Street Elementary School

Developed by
Christina Hadreas
Christina Hadreas, Assistant Principal,
New Brighton Middle School

SEA:

Developed by
Ann Wilson
Ann Wilson, SEA Chief Negotiator

Developed by
Josh Kob
Josh Kob, CTA Regional UniServ Staff

Developed by
Donna-Renee Martin
Donna-Renee Martin, SEA President

Developed by
Gordon Barratt
Gordon Barratt, SEA Vice-President

Developed by
Bryan Koch
Bryan Koch, SEA Member

Developed by
Laurisa Kanzler
Laurisa Kanzler, SEA Member

Developed by
Portlan J Beckman
Portlan Beckman, SEA Member

EXHIBIT A

SOQUEL ELEMENTARY SCHOOL DISTRICT
620 Monterey Ave.
Capitola, CA 95010

Employee's Name (Print) _____

Classified **Certificated** Request for Personal Necessity or Personal Business Form

PERSONAL NECESSITY*

Purpose for Personal Necessity Leave _____

Date(s) Requested _____

PERSONAL BUSINESS** (Provisions for Certificated and Classified are different)
I hereby certify that the Personal Business day(s) I am requesting will be used for business purposes that are in conformance with the intent of this leave provision in the **Certificated** contract.

Date(s) Requested _____

| | | | |
|--|------|--------------------------|--------------------------|
| Employee's Signature | Date | | |
| | | Approved* | Not Approved |
| Supervisor's Signature | Date | <input type="checkbox"/> | <input type="checkbox"/> |
| Superintendent and/or Asst. Superintendent's Signature | Date | <input type="checkbox"/> | <input type="checkbox"/> |

* Subject to Availability of Sick Leave

****Classified** Employees Personal Business is Subject to Availability of Sick Leave
Certificated Employees Personal Business is Subject to Contract Provision Above

Criteria for use of Personal Necessity Leave

Certificated employees may use a maximum of ten (10) days of accrued sick leave in any school year for reasons of compelling personal necessity. Personal necessity leave shall not be used for vacation or to extend a holiday.

Routing Procedure: Send completed form to Payroll.

g:\and\pers\memform\pnpbform.doc

EXHIBIT B

SOQUEL UNION ELEMENTARY SCHOOL DISTRICT

620 Monterey Avenue

Capitola, CA 95010

Grievance Form

Directions: This form is to be completed by an employee or employee organization filing a grievance as described in the current agreement with the district.

Name _____

last

first

middle

Address _____

Home Telephone _____ Work Site Telephone _____

Representative (if any) _____

School/Work Site _____ Position _____

Date Grievance Occurred _____

Grievance (write a clear, concise statement of circumstances, grievance and decisions rendered at the informal conference):

Agreement provision(s) violated, misapplied or misinterpreted _____

Specific remedy sought _____

Conference requested: _____yes _____no

Received by:

Name/Title _____

Date Received _____ Level I _____ Level II Level III _____

Copies: Personnel Office

Grievant's Supervisor

Grievant

h:\wickb\forms\pers\grieve.doc

EXHIBIT C

REQUEST FOR NOTIFICATION OF VACANCY

Name _____

Address _____

Summer Address _____

Summer Telephone Number(s) _____

Please check all that apply:

I wish to be notified of:

- _____ a) all openings
- _____ b) all openings at _____ (site/s)
- _____ c) all openings in _____ (grade/s)
- _____ d) all openings in _____ (subject area/s)
- _____ e) I **DO NOT** wish to be notified

Signature _____

Date _____

12/97 vb
1/8/98 sjl

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EXHIBIT D

|  Soquel Union Elementary School District Certificated Teacher Salary Schedule 2024-25 | | | | | | |
|---|-------------------|------------------------|-----------------------------|----------------------------|---------------------------|----------------------------|
| Steps | I BA Annual | II BA +15 Annual | III new BA +30 Annual | IV new BA +45 Annual | V new BA +60 Annual | VI new BA +75 Annual |
| 1 | 46,231 | 49,236 | 52,241 | 55,246 | 58,251 | 61,256 |
| 2 | 48,543 | 51,547 | 54,552 | 57,557 | 60,562 | 63,567 |
| 3 | 50,854 | 53,859 | 56,864 | 59,869 | 62,874 | 65,879 |
| 4 | 53,166 | 56,170 | 59,175 | 62,180 | 65,185 | 68,190 |
| 5 | 55,477 | 58,482 | 61,487 | 64,492 | 67,497 | 70,503 |
| 6 | 57,789 | 60,793 | 63,798 | 66,803 | 69,809 | 72,814 |
| 7 | 60,100 | 63,105 | 66,110 | 69,115 | 72,121 | 74,828 |
| 8 | | 65,416 | 68,421 | 71,427 | 74,432 | 77,042 |
| 9 | | 67,728 | 70,734 | 73,739 | 76,744 | 79,256 |
| 10 | | | 73,045 | 76,050 | 79,055 | 81,470 |
| 11 | | | 75,357 | 78,362 | 81,367 | 83,684 |
| 12 | | | | 80,673 | 83,678 | 85,897 |
| 13 | | | | | 85,990 | 88,111 |
| 14 | | | | | | 89,882 |
| 15 | | | | | | 90,327 |
| 16 | | | | | | 91,229 |
| 17 | | | | | | 92,141 |
| 18 | | | | | | 92,597 |
| 19 | | | | | | 93,464 |
| 20 | | | | | | 94,399 |
| 21 | | | | | | 94,866 |
| 22 | | | | | | 95,701 |
| 23 | | | | | | 96,658 |
| 24 | | | | | | 97,170 |
| 25 | | | | | | 98,687 |
| 26 | | | | | | 99,674 |
| 27 | | | | | | 100,167 |
| 28 | | | | | | 102,404 |

| | | | | | |
|---|--|--|---|---|---------|
| | | | | Add for Masters Degree | \$1,845 |
| | | | | * 3% Column III Step 5 of Salary Schedule* | |
| | | | | Add \$2,000 for Bilingual Requirement | |
| | | | | Units Defined as Semester Units | |
| | | | | Maximum Exp Credit = Seventeen Years (17) | |
| Compliance Notes | | | | | |
| For purposes of compliance with AB 1117 (Chapter 53, Statutes of 1999), Columns I and II of the salary schedule constitute the salary schedule for unit members who do not possess a valid California teaching credential as defined in Education Code Section 45023.4, subdivision (a) (1). | | | | | |
| For purposes of compliance with AB 1117 (Chapter 53, Statutes of 1999), Column III, Step 1 of the salary schedule is the first-year step of the salary schedule column for certificated personnel who possess a valid California teaching credential, and therefore meet the criteria set forth in Education Code Section 45023.4, subdivision (a) (a). In addition, Column III will continue to apply to unit members who possess a bachelor's degree from an accredited institution plus at least 30 qualifying units | | | | | |
| Salary Increases | | | Other Notes & Stipends | | |
| • Retro to July 1, 2023 | | | • Teacher Work Year: 185 Days | | |
| Collapsed Salary Schedule | | | • Units Defined as Semester Units | | |
| • 8/17/22: 12% Retro to July 1, 2022 | | | • Maximum Exp Credit = Seventeen (17) | | |
| • 8/17/22: 3% Retro to July 1, 2021 | | | • Masters Degree: \$1,845 (3% Column III Step 5 of Salary Schedule) | | |
| • 11/6/19: 2% Retro to July 1, 2019 | | | • Bilingual Stipend \$2,000 | | |
| • 2/7/18: 2% Retro to July 1, 2017 | | | • DLI Stipend: \$5,000 | | |
| • 3/2/16: 3% Retro to July 1, 2015 | | | • SDC & RSP Stipend: \$2,800 | | |
| • 7/1/15: 3% | | | • Gen Ed Elm Combination Class Stipend: \$1,200 | | |
| • 6/17/15: 3% Retro to July 1, 2014 | | | • Longevity Stipend for Certificated Years 20-27 in SUESD: \$2,000 | | |
| • 7/1/14: 3% | | | • Longevity Stipend for Certificated Years 28(+) in SUESD: \$3,000 | | |
| • 3/05/14: 5% Retro to July 1, 2013 | | | | | |
| • 7/1/13: 3.5% | | | | | |
| • 7/1/08: .50% | | | | | |
| • 1/01/08: 1.50% Retro to July 1, 2007 | | | | | |

EXHIBIT E

|  School Psychologist, Speech and Language Pathologist, Counseling Coordinator, & District Nurse TA 2024-25 July 1, 2024 | | | | | | | |
|--|-----------------|-----------|------------|-------------|-------------|-------------|-----------|
| Position | Total Paid Days | STEP I | STEP II | STEP III | STEP IV | STEP V | STEP VI |
| | | 1-5 Years | 6-11 Years | 12-17 Years | 18-23 Years | 24-29 Years | 30+ Years |
| Speech and Language Specialist | 185 | \$90,252 | \$92,960 | \$95,748 | \$98,620 | \$101,579 | \$104,626 |
| School Psychologist Program Coordinator of School Counseling Services District Nurse | 195 | \$95,130 | \$97,984 | \$100,924 | \$103,951 | \$107,070 | \$110,282 |

BCBA Stipend of \$1,089
 Master's Stipend of \$1,845

* 3% of Column III Step 5 of the Teachers 185 Salary Schedule*

Each full time employee receives the following benefits (prorated for part-time employees):

- 1) Health & Welfare Benefits as follows:
 - a. Full family coverage for Medical, Dental, and Vision. District's Monthly Contribution to Health Benefits is \$682.00. Copays apply.
 - b. \$25,000 Life Insurance with \$1,500 spouse and dependent life.
 - c. Group salary protection plan

2/21/24 Board Approved 5% Retro to July 2023

8/17/22 Board Approved 3% Retro to July 1, 2021

8/17/22 Board Approved 12% Retro to July 1, 2022

Existing employees will be placed on the salary schedule based on their current years of
 Employees will remain SEA union members
 Seniority guidelines will remain in effect for these employees.
 Speech-Language Specialist salary based on a 185 day work year.
 Psychologist salary based on a 195 day work year.

EXHIBIT F

| SOQUEL UNION ELEMENTARY SCHOOL DISTRICT | | |
|---|---|-----------|
|  | Counselor's Salary Schedule (SEA) 190 Workdays 2024-25 | |
| Steps | Column I | Column II |
| | B.A. + 45 | B.A. + 75 |
| 1 | 61,697 | 64,723 |
| 2 | 64,025 | 67,052 |
| 3 | 66,354 | 69,380 |
| 4 | 68,682 | 71,709 |
| 5 | 71,011 | 74,037 |
| 6 | 73,339 | 76,366 |
| 7 | 75,667 | 78,694 |
| 8 | 77,995 | 81,022 |
| 9 | 80,324 | 83,350 |
| 10 | 82,651 | 85,679 |
| 11 | 84,980 | 88,007 |
| 12 | 87,308 | 90,335 |
| 13 | 89,637 | 92,663 |
| 14 | 90,085 | 93,126 |
| 15 | 90,535 | 93,592 |
| 16 | 91,964 | 94,992 |
| 17 | 92,424 | 95,467 |
| 18 | 92,886 | 95,944 |
| 19 | 94,293 | 97,319 |
| 20 | 94,764 | 97,806 |
| 21 | 95,238 | 98,295 |
| 22 | 96,621 | 99,648 |
| 23 | 97,105 | 100,146 |
| 24 | 98,949 | 101,976 |
| 25 | 99,444 | 102,486 |
| 26 | 101,277 | 104,304 |
| 27 | 101,277 | 104,825 |
| 28 | 101,277 | 106,632 |

Counselor Work-Year 190 Days

Add for Masters Degree \$1,845

* 3% Column III Step 5 of Teacher's Salary Schedule*

Add \$2,000 for Bilingual Requirement

Units Defined as Semester Units

Maximum Exp Credit = Seventeen Years (17)

EXHIBIT G



SOQUEL UNION ELEMENTARY SCHOOL DISTRICT

Excerpt

Certificated Evaluation Handbook

Developed by the
Evaluation Subcommittee
February/March 2017

Mission Statement

Staff, students, parents and the community share the responsibility for each child's success.

We are committed to insuring that each student develops the skills and confidence for lifelong achievement and is prepared to make a positive contribution to our world.

Belief Statements

- Achievement, success and a lifelong love of learning are supported by standards, challenging curricula and quality instruction.
- Quality instruction includes a broad, balanced, rich curriculum, facilitated by technological tools and real experiences that build background knowledge and critical thinking.
- All members of the school community are a part of creating and sustaining a safe, respectful and well-maintained environment.
- Our school community values the diversity and talents of each individual.

Revised 5/22/17

Goals

Everyone has an interest in an efficient and effective evaluation system. Evaluation systems should serve the following purposes:

- Meet legal obligations to assure a quality education for all students through retaining quality certificated personnel. Legal obligations include the rare need for dismissal of ineffective teachers.
- Meet the professional obligations of principals and other administrators to supervise employees.
- Provide an avenue for professional improvement and continuous growth for certificated staff.
- Provide an opportunity for relationship building between administrators and the staff they supervise, encouraging coaching and mentoring.
- Provide an opportunity for administrators to gain in depth knowledge of the implementation of programs and allow those implementing the programs to be validated for their work.

Basis for Evaluations

The California Standards for the Teaching Profession form the basis for teacher evaluation. There is an interest in having evaluation procedures that:

- ✓ Align with the 2009 California Standards for the Teaching Profession
- ✓ Provide timely feedback for teachers and other certificated staff
- ✓ Encourage reflection
- ✓ Provide clarity of expectations
- ✓ Are recursive or reflective of a continuum of increasing teacher expertise
- ✓ Provide process options for experienced staff
- ✓ Are meaningful
- ✓ Are focused
- ✓ Allow time for true improvement and professional work

Education Code section 44662 states it is always the responsibility of educators to show competence in all standards. Evaluations will reflect this. The Education Code requires all evaluations to address the following four areas:

1. The progress of pupils toward standards;
2. The instructional techniques and strategies used by the employee;
3. The employee's adherence to curricular objectives;
4. The establishment and maintenance of a suitable learning environment.

These areas of competence are clearly addressed in the California Standards for the Teaching Profession. Participation as a professional in our school community is an important part of professional competence.

Education Code Section 44664 states (a) evaluation and assessment of the performance of each certificated employee shall be made on a continuing basis as follows:

- (1) At least once each school year for probationary personnel.
- (2) At least every other year for personnel with permanent status.

Options for Evaluation

| | | | |
|----------------------|---|---|---|
| <p>Models</p> | <p>Clinical Supervision This option is a traditional goal setting, observation, feedback, and summative statement evaluation process.</p> <p>This is the required process for temporary and probationary teachers, and those with less than 5 years of teaching experience.</p> <p>This option is the "default" option and may be selected by the evaluating administrator for any evaluatee.</p> | <p>Project Individual evaluatees, or partner teams, may submit a project plan. Projects may include peer coaching projects, action research, or in depth curriculum development. Five years of prior teaching experience is required. Projects may only be done with the mutual agreement of the supervisor and the employee. The principal or supervisor has final approval of all projects.</p> | <p>Peer Evaluation Peer Evaluation of teaching consists of the review of teaching performance by colleagues, usually in the same or similar discipline, with the purpose of assessing and improving the quality of teaching.</p> <p>Five years of prior teaching experience is required. Peer evaluations may only be done with the mutual agreement of the supervisor and the employee. The principal or supervisor has final approval of all peer evaluations.</p> <p>The principal or supervisor must meet with the evaluatee after goal setting and mid-year. A final summary and rating meeting will take place between the principal or supervisor and evaluatee.</p> |
|----------------------|---|---|---|

Step by Step Directions

| | Clinical Supervision | Project Model | Peer Evaluation |
|--------------------------------------|---|---|--|
| <u>Evaluation Cover Sheet</u> | The supervisor will provide and keep a cover sheet for each employee to be evaluated. | The supervisor will provide and keep a cover sheet for each employee to be evaluated. | The supervisor will provide and keep a cover sheet for each employee to be evaluated. |
| <u>Goal Setting Meeting</u> | A goal setting meeting will be held by the third Monday in October. Two standards will be selected for focus with the understanding that all four of the areas listed in Education Code 44662 will be addressed. Supervisors and staff will mutually agree on these two standards and the activities. In the absence of agreement, three standards will be selected, one by each party and one by mutual agreement. | A goal setting/proposal review meeting will be held by the third Monday in October. It is understood that all four of the areas listed in Education Code 44662 will be addressed. Projects may only be done with the mutual agreement of the supervisor and the employee. | A goal-setting meeting between the two teachers will be held by the third Monday in October. Two standards will be selected for focus with the understanding that all four of the areas listed in Education Code 44662 will be addressed. Following the goal-setting meeting the evaluatee teacher and evaluator teacher will meet with the supervisor or principal to finalize the goals. |
| <u>Selection of Standards</u> | A minimum of two standards will be selected for focus. A Goal Setting Page for each of the two standards selected is required. | A minimum of two standards will be selected for focus. These standards are to be holistically reflected in the project. It is not necessary to fill out Goal Setting Pages for the two standards. | A minimum of two standards will be selected for focus. A Goal Setting Page for each of the two standards selected is required. |

EXHIBIT H

CBA Updates / Negotiated Agreements

Soquel Union Elementary School District (SUESD) and Soquel Education Association (SEA)
2021-22 Proposal & Tentative Agreement
August 1, 2022

The parties have reached tentative agreement to close and resolve all issues in 2021-22 negotiations:

Article 13 Compensation (Multi-Year Package)

- 3% on-schedule salary increase for 2021-22
- 2% off-schedule bonus for 2021-22
- 12% on-schedule salary increase for 2022-23
- 5% off-schedule bonus for 2022-23
- Move the position of District Nurse from the Teacher Salary Schedule to the School Psychologist, Speech and Language Pathologist Salary Schedule on same line as School Psychologist retro to 7/1/21
- Revise Article 13.2.3 Bilingual Stipend (page 47 of current CBA): Increase the annual stipend from \$1,500 to \$2,000. Retro 7/1/21
- Increase RSP and SDC Teacher Stipend from \$1,000 to \$2,800 retro to 7/1/21
- Add Article 13.2.3.2 Bilingual Stipend: BCLAD Teachers specifically hired to teach in our district's Dual Language Immersion (DLI) program will receive an annual stipend of \$5,000 (in lieu of, not in addition to, the \$2,000 stipend referenced above). Beginning 7/1/22
- Increase district's Master's Stipend by tying it to salary schedule (3% of Step 5, Column 3 of the certificated salary schedule) beginning 7/1/22
- Increase hourly rate for extra work from \$25 to \$35 beginning 7/1/22

Article 2 Term (Page 2 of current CBA)

The term of this Agreement is July 1, 2022 – June 30, 2025.

Article 7 Hours of Employment

Article 7.7 Preparation Time (Page 14 of current CBA)

Strikeout all current language in articles 7.7.1 and 7.7.1.1 and replace with the language below.

The district shall ensure each general education teacher in TK-K with 60 minutes a week (avg. 12 minutes daily) of preparation time, in 1st-3rd with 100 minutes a week (avg. 20 minutes daily) of preparation time, and in 4th-5th grade teachers with 120 minutes a week (avg. 24 minutes daily) of preparation time except as follows: during the first two weeks of the school year when students are in attendance and during the last week of the end of the school year and as mutually agreed to between the District and SEA. If preparation time built into the week cannot be afforded due to budget constraints known prior to the beginning year, Friday afternoon PDs twice-monthly (as referenced in article 7.2.5 #8) shall be designated as planning time.

Article 8 Class Size

Article 8.2.5 Leveling at Middle School (Page 18 of current CBA)

The following sentence will be added to Article 8.2.5:

Administration will also ensure that class size numbers will be balanced to the greatest extent possible between multiple teachers teaching the same academic course during the same period within the first week of the school year.

Soquel Union Elementary School District (SUESD) and Soquel Education Association (SEA)
2021-22 Proposal & Tentative Agreement
August 1, 2022

Article 8.3.1 Additional Support for K-8 Students in Excess of 29:1 Ratio (Page 18 of current CBA)

Change article to read **28:1** ratio (effective 2022-23 school year).

Article 8.3.1.1 Change the first sentence to reflect new **28:1** ratio (effective 2022-23 school year).

Article 8.3.1.2 Change the current 30:1 ratio to **29:1** (effective 2022-23 school year).

Article 8.3.2 Additional Support for Middle School 6th, 7th, and 8th Grade Students in Excess of 29:1 Ratio

Change the article to read **28:1** ratio (effective 2022-23 school year).

The language of this article references a 29:1 ratio twice. Both will be changed to **28:1** (effective 2022-23 school year).

Add a new article that includes the following language:

8.4 Caseloads

8.4.1 SDC, RSP, SLPs, & APE

Class sizes and Caseloads for Special Education personnel (Special Day Class Teachers, Resource Specialists, and Speech and Language Pathologists) shall be in accordance with the applicable provisions of the Education Code. Special education teacher caseload / case management assignments shall not exceed the following maximums which apply to all pupils for whom ongoing direct service or consultation is provided:

8.4.1.1 Special Day Class (SDC) - Mild/Moderate Pre K- 8: 15 students

8.4.1.2 Special Day Class (SDC) - Moderate/Severe TK- 8: 10 students

8.4.1.3 Resource Specialist (RSP) - TK - 8: 28 students

8.4.1.4 Speech and Language Therapists (SLPs) shall be assigned no more than 55 students for which they are responsible for providing case management and/ or speech services.

8.4.1.5 Adaptive Physical Education (APE) Teachers shall be assigned no more than 55 students for which they are responsible for providing case management and/ or A.P.E. services.

8.4.2 Exceeding Caseload Limits

The caseload limits above may be exceeded on a case-by-case basis, upon agreement between the unit member, the Association, and the District.

8.4.3 SDC Class Size Concerns

Should a special day class teacher have concerns regarding an individual class size based on the needs of enrolled students, the teacher may request a meeting with the site administrator, the Association, and the Director of Student Services to discuss those concerns and mutually agree upon a solution to implement. At such time, a collaboratively developed "intensity rubric" will be used to help inform the collaborative decision-making process.

Soquel Union Elementary School District (SUESD) and Soquel Education Association (SEA)
2021-22 Proposal & Tentative Agreement
August 1, 2022

The following members of each team have reached this tentative agreement:

SUESD:

DocuSigned by:
Scott Turnbull
Scott Turnbull, Superintendent

DocuSigned by:
Michelle Kennedy
Michelle Kennedy, Assistant
Superintendent, Business Services

DocuSigned by:
Jessica Kiernan
Dr. Jessica Kiernan, Assistant
Superintendent, Educational Services

DocuSigned by:
Sandy Figueroa
Sandy Figueroa, Personnel
Coordinator

DocuSigned by:
Ronnie Platt
Ronnie Platt, Principal, Main
Street Elementary School

DocuSigned by:
Christina Hadreas
Christina Hadreas, Assistant Principal,
New Brighton Middle School

SEA:

DocuSigned by:
Ann Wilson
Ann Wilson, SEA Chief Negotiator

DocuSigned by:
Josh Kob
Josh Kob, CTA Regional UniServ Staff

DocuSigned by:
Donna-Renée Martin
Donna-Renée Martin, SEA President

DocuSigned by:
Gordon Barratt
Gordon Barratt, SEA Vice-President

DocuSigned by:
Bryan Koch
Bryan Koch, SEA Member

DocuSigned by:
Laurisa Kanzler
Laurisa Kanzler, SEA Member

DocuSigned by:
Portlan J Beckman
Portlan Beckman, SEA Member



Tentative Agreement 2023-24

December 11, 2023



The parties engaged in five negotiation sessions focused on Collective Bargaining Agreement (CBA) Articles 7, 8, 9, 10 & 13 and have reached a tentative agreement to close and resolve all issues in 2023-24 negotiations:

Article 7 Hours

- *Contract Language Changes*
 - We did not change any existing contract language in this section of the CBA.
- *New Articles*
 - There were no new articles added to this section of the CBA.
- *Spirit of the Contract Notes:*
 - 7.7 Prep Time: The parties agreed that evidence can be provided in our Principal's Handbook to ensure this is followed through with on an operational basis. This includes agreeing that, as long as we have all staff hired, there is no need to wait the 2 weeks that the contract allows for to get Integrated Arts/Release Time started.

Article 8 Class Size

- *Contract Language Changes*
 - 8.3 Additional Classroom Support: In grades K-5, a classroom teacher will receive an additional \$35 \$50 per student per month in additional compensation for each student over 28.1. The apportionment of funds will be based on the enrollments reported on the monthly school enrollment reports submitted to the District Office beginning with the second school month and ending with the ninth school month.
- *New Articles*
 - 8.5 Combination Classes: An annual stipend of \$1,200 shall be paid to unit members who teach an elementary / non-special education combination class.
- *Spirit of the Contract Notes:*
 - It should be noted that this change in language for Article 8.3 doesn't mean we are raising the agreed-to hourly rate for other work.

Article 9 Safety

- *Contract Language Changes*
 - We did not change any existing contract language in Article 9.
- *New Articles*
 - Article 9.6.1 Safe Schools Training Support (a new article): Based on the current required level of required training, the district shall identify 90 minutes of PD time during the first two months of school for certificated staff to work on mandated safe schools training such as Bloodborne Pathogen Exposure, Mandated Reporter, and Sexual Harassment Training.
- *Spirit of the Contract Notes:*
 - There were no spirit of the contract notes for this section of the CBA.



Tentative Agreement 2023-24

December 11, 2023



Article 10 Leaves

- *Contract Language Changes*
 - Article 10.10 Bereavement Leave: An employee of the school district is entitled to a leave of absence, with full pay, not to exceed five (5) days on account of the death of any **immediate family** member of his/her ~~immediate family~~. Immediate family means the ~~mother, father, grandmother, grandfather, grandparent~~, **parent, grandmother, grandfather, grandparent**, or a grandchild of the employee or of the spouse, and the spouse, ~~son child (including stillbirth or miscarriage), child-in-law, daughter, daughter-in-law, brother, sister, sibling, or domestic partner~~ of the employee or any relative living in the immediate household of the employee. If the employee feels the definition is too restrictive, a special request for bereavement leave may be submitted to the Superintendent.
- *New Articles*
 - There were no new articles added to this section of the CBA.
- *Spirit of the Contract Notes:*
 - There were no spirit of the contract notes for this section of the CBA.

Article 13 Compensation

- *Contract Language Changes*
 - 13.2.3 Bilingual Stipend: Effective 7/1/24~~3~~ the certificated salary schedule will be modified to include an annual stipend of \$2,000 for ~~appropriately credentialed teachers assigned to bilingual classrooms, unit members who regularly provide services in more than one language. A stipend shall be paid to those unit members who hold a bilingual authorization, a Certificate of Competence (BCC), or a Bilingual, Cross Cultural, Language and Academic Development (BCLAD) certificate or who pass the district bilingual competency test.~~ **Bilingual unit members** ~~teachers~~ employed less than full-time will have the stipend prorated to correspond with their level of services.
- *New Articles*
 - There were no new articles added to this section of the CBA.
- *Spirit of the Contract Notes:*
 - There were no spirit of the contract notes for this section of the CBA.
- *Changes to Salary Schedules (the following will be applied retro to July 1, 2023 only for SEA unit members employed on the date that this tentative agreement is approved)*
 - 5% ongoing increase embedded into the restructured ("squared") salary schedule (Teacher Salary Schedule) as shown in Exhibit A of this Tentative Agreement
 - Longevity stipend for years 20-27 = \$2,000/year and years 28+ = \$3,000/year on the newly restructured Teacher Salary Schedule as shown on Exhibit A of this Tentative Agreement
 - A one-time bonus of \$1,000 to staff who were in years 7-13 and 90 units on the 2022-23 Teacher Salary Schedule
 - 5% ongoing increase to the Counselor's Salary Schedule as shown in Exhibit B of this Tentative Agreement
 - 5% ongoing increase to the School Psychologist, Speech and Language Pathologist, Counseling Coordinator, and Nurse Salary Schedule as shown in Exhibit C of this Tentative Agreement.
 - The parties agreed to explore restructuring options for the Counselor Salary Schedule for the 2024-25 School Year.



Tentative Agreement 2023-24

December 11, 2023



The following members of each team have reached this tentative agreement:

SUESD:

DocuSigned by:
Scott J Turnbull
Scott Turnbull, Superintendent

DocuSigned by:
Alison Warner
Alison Warner, Assistant Superintendent, Business Services

DocuSigned by:
Jessica Kiernan
Jessica Glantz Kiernan, Assistant Superintendent, Educational Services

DocuSigned by:
Sandy Figueroa
Sandy Figueroa, Personnel Coordinator

DocuSigned by:
Christina Hadreas
Christina Hadreas, Assistant Principal, New Brighton Middle School

SEA:

DocuSigned by:
Ann Wilson
Ann Wilson, SEA Chief Negotiator

DocuSigned by:
Josh Kob
Josh Kob, CTA Regional UniServ Staff

DocuSigned by:
Donna-Renee Martin
Donna-Renee Martin, SEA President

DocuSigned by:
Gordon Barratt
Gordon Barratt, SEA Vice-President

DocuSigned by:
Bryan Koch
Bryan Koch, SEA Member

DocuSigned by:
Kelley Freitas
Kelley Freitas, SEA Member

DocuSigned by:
Portlan Beckman
Portlan Beckman, SEA Member



Tentative Agreement
2024-25



March 28, 2025

The parties engaged in four negotiation sessions focused on Collective Bargaining Agreement (CBA) Articles 6, 7, 13, & 15 and have reached a tentative agreement to close and resolve all issues in 2024-25 negotiations:

Gender-Neutral Language

Pronouns and references to specific genders in the SEA/SUESD CBA will be updated to reflect gender-neutral language as covered by a Memorandum of Understanding (MOU) between the parties.

Article 6 Employee Assignment and Transfer - Contract Language Changes

6.7 Preparation Time and Setup Allowance: Unit members *in grades TK-5* who are involuntarily transferred or reassigned by ~~more than one grade level, subject area or content areas~~ shall be provided a minimum \$400 above their normal classroom setup expenses. *Unit members in grades 6-8 who are involuntarily transferred or reassigned to a different subject or content area shall be provided, on a prorated basis by section, \$400 above their normal classroom setup expenses. If the total request is over \$400, prior approval is required. All purchases will be made through the Purchase Order or reimbursement process.* Unit members who are involuntarily transferred or reassigned during the school year (i.e., after the first, official teacher workday) shall be given two days of release time for preparation in addition to the ~~\$300~~ \$400 setup allowance.

6.8. Room Changes: 6.8.3. The District shall provide assistance in the moving of the unit member's material whenever a unit member has a room change. *This assistance will be provided following the unit member's notification to the site administrator regarding the materials being ready to move. In cases in which class is scheduled to resume in less than 72 business hours, the district will make every effort and exhaust all possible resources to ensure materials are moved as soon as possible. Unit members shall be given the option to opt out of site-based meetings if moves are scheduled within 72 business hours of school resuming.*

Article 7 Hours of Employment - Contract Language Changes

7.2 Terms of Employment:

7.2.5 #4: *For elementary sites, Typically,* the four hours will *typically* be broken down into one (1) hour of staff meeting and three (3) hours of professional development per month.

Add 7.2.5 #11: *Student Services and Special Education staff, by mutual agreement between the immediate supervisor and the impacted unit member(s), may have alternative meetings scheduled (in the same amount and/or duration during regularly scheduled early release day meetings).*

7.7 Preparation Time: The District shall ensure each general education teacher in ~~TK-K~~ with 60 minutes a week (avg. 12 minutes daily) of preparation time, in ~~1st~~ TK-3rd with 100 minutes a week (avg. 20 minutes daily) of preparation time, and in 4th-5th grade teachers with 120 minutes a week (avg. 24 minutes daily) of preparation time except as follows: During the first two weeks of the school year when students are in attendance and during the last week of the end of the school year and as mutually agreed to between the District and SEA. If preparation time built into the week cannot be afforded due to budget constraints known prior to the beginning year, Friday afternoon PDs twice-monthly (as referenced in article 7.2.5, #8) shall be designated as planning time.



**Tentative Agreement
2024-25**



Article 13 Compensation - Changes

Three items were addressed that do not involve changes to contract language but will be memorialized here. First, the certificated hourly rate for extra work was increased from \$35/hour to \$45/hour effective July 1, 2025 (NOT retroactive). Second, the Counselor's Salary Schedule was condensed from a 195-workday Calendar to a 190-workday Calendar and from seven columns down to two columns. The proposed 190-workday Counselor's Salary Schedule is included as an attachment. Changes to the Counselor's Salary Schedule will be applied retro to July 1, 2024, only for SEA unit members employed on the date that this tentative agreement is approved. Third, the maximum number of years of service accepted from an outside district for a newly hired certificated employee was increased from 14 years to 17 years and will be reflected on salary schedules beginning in 2025-26.

Article 15 Retirement - Language Renumbering

During the review of contractual articles, it was noted that in the 2013-2016 contract, *Article 16* addressed **Retirement**. A numbering change occurred in the 2016-2019 contract when *Article 15*, **Peer Assistance & Review Program (PAR)**, was incorporated under *Article 12.3*, **Peer Assistance**. This adjustment impacted the numbering of the Retirement article and references within the article.

A review of past agreements confirmed that while the article numbering was affected, no substantive changes were made to the language of the **Retirement** article.

As part of updating the contract, references within the **Retirement** article will be adjusted to align with the current article numbering to ensure accuracy and consistency. This update is clerical in nature and does not alter the intent or provisions of the article.



Tentative Agreement 2024-25



The following members of each team have reached this tentative agreement:

SUESD:

DocuSigned by:
Scott J Turnbull 3/31/2025
88906D064CD747F...
Scott Turnbull, Superintendent

DocuSigned by:
Alison Warner 4/5/2025
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Alison Warner, Assistant
Superintendent, Business Services

DocuSigned by:
Jessica Kiernan 4/4/2025
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Jessica Glantz Kiernan, Assistant
Superintendent, Educational Services

DocuSigned by:
Carissa Lemos 3/31/2025
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Carissa Lemos, Student Services Director

Signed by:
Sandy Figueroa 3/31/2025
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Sandy Figueroa, Personnel Coordinator

DocuSigned by:
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Christina Hadreas, NBMS Principal

SEA:

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Ann Wilson 3/31/2025
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Ann Wilson, SEA Chief Negotiator

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Josh Kob, CTA Regional UniServ Staff

DocuSigned by:
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Bryan Koch, SEA President

DocuSigned by:
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Donna-Renée Martin, SEA Member

Signed by:
Kelley Freitas 3/31/2025
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Kelley Freitas, SEA Member

Signed by:
Kelly Liebenthal 4/3/2025
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Kelly Liebenthal, SEA Member

Signed by:
Andreas Zappacosta 4/2/2025
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Andreas Zappacosta, SEA Member