

For SCSD :
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TA -
5/27/15

For SCTA: / Daniel E. Amos
5/27/2015 Jimmy

ARTICLE 1

AGREEMENT

- 1.0 The articles and provisions contained herein constitute a bilateral and binding ~~a~~ Agreement by and between the ~~g~~ Governing ~~b~~ Board of the San Carlos School District (hereinafter referred to as "~~Board~~" or "District") and the San Carlos Teachers Association, CTA/NEA ~~and employee organization~~ (hereinafter referred to as "~~SCTA~~ or "Association").
- 1.1 This ~~a~~ Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code, which promotes improvement of personnel management and employer-employee relationships within the public school system.
- 1.2 The Board shall not reduce or eliminate any benefits or professional advantages that are within the scope of negotiations and are contained in Board policies, rules, or past practices, unless otherwise provided by the express terms of this Agreement.
- 1.3 This ~~Contract~~ Agreement shall remain in full force and effect from July 1, ~~2011~~2015, up to and including June 30, ~~2014~~2018, or until the ratification of a new ~~Contract~~ Agreement. Reopeners shall occur in the 20122015-2016 school year ~~-2013 and 20132016-2017-2014~~ shall be over terms and conditions for the 2016-2017 school year in the areas of Class Size for grades new 4-5 schools, Work Year and Evaluations, Salary, Health & Welfare Benefits, and two other Articles elected by each party, if they so choose.
- 1.3.1 This ~~e contract~~ Agreement may be reopened as mutually agreed.
- 1.3.2 The District and Association shall complete the public notice ("sunshine") process for initial proposals in order to commence negotiations over a successor 2018-2019 Agreement on or about October 1, 2017.

To SCA: Sarah E. Bono 2/23/15
Johnny

For SCSD: 2/23/15
Guth

ARTICLE 2
RECOGNITION

2.0 The Board of Trustees recognizes the Association as the exclusive representative of all certificated employees of the District for the purpose of meeting and negotiating, except for: substitute teachers, temporary teachers employed for less than a complete school year as defined in Education Code section 44908, summer school teachers, home teachers, associates, psychologists, speech language pathologists, management, supervisory employees and certificated employees not working in a credentialed position.

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For SCSD:

For SCSD: Sarah E. Smith 2/23/15
[Signature]

For SCSD: 2/23/15
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ARTICLE 3
ASSOCIATION RIGHTS

- 3.0 The Association and its members shall have the right to make use of school equipment, buildings and facilities before or after work hours or during the employee's lunch hour. Such equipment shall include computers, duplicating equipment, and all types of audiovisual equipment when such equipment is not otherwise in use. Any costs arising from misuse of such equipment shall be charged to the Association and payable to the District within 30 days.
- 3.1 The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards, at least one of which shall be provided in each school building in areas frequented by teachers. The Association may use the District mail service and teacher mailboxes for communication to teachers. The use of these communication services by the Association will be subject to reasonable regulation by school administration pursuant to BP/AR 4219.25. Copies of General Meeting announcements, agenda, and approved minutes will be forwarded to the Superintendent at the same time of general distribution to membership.
- 3.2 Authorized representatives of the Association shall be permitted to transact official Association business on school property. (Such access shall not include time when employees are assigned to classes and/or supervision of pupils.)
- 3.3 The Association may request the placement of a matter on the agenda of a regular Board of Trustees' meeting provided the organization files a written request with the Superintendent.
- 3.4 Each year, the names, addresses, and telephone numbers of all District teachers who have given their consent shall be made available to all employees electronically.
- 3.5 The Association President or designee shall be granted released time, not to exceed 15 days per year, with no individual using more than eight days per year. These released days are for the purpose of conducting business pertinent

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to Association affairs and shall be granted without loss of compensation to the individual. The Association shall bear the cost of the substitute.

- 3.6 Permission is authorized to use school facilities when not in use for educational purposes, without charge, for routine Association meetings. These meetings shall conform to the Civic Center Act provisions and the District reserves the right to require application for a Civic Center permit in accordance with District rules and regulations.
- 3.7 The District will provide the Association, upon request, with copies of public financial reports submitted to the Board. In addition, upon request, the District will provide the Association with existing public materials or reports which are necessary for the Association to perform its role as exclusive representative.
- 3.8 The Association will schedule its regular meetings on Mondays. A Unit member will not be required to attend a District or school meeting after the normal workday on Monday if it conflicts with a scheduled Association activity, and the Unit member attends that activity.
- 3.9 Dependents of unit members may be eligible to attend a District school subject to the requirements and criteria set forth in the Board Enrollment Preference Policy. (See BP/AR 5118.)

for SCTA: / Mark E. Amos 2/23/2015
[Signature]

For SCSD: [Signature] 2/23/15
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ARTICLE 4
NEGOTIATIONS PROCEDURES

- 4.0 No later than ~~March 15~~ November 1 of the calendar year in which this agreement expires, or ~~March 15~~ November 1 of the school year preceding a reopener year, either party ~~may notify the other of its intent~~ submit their initial proposals to amend or modify this agreement, and upon completion of the public notice provision of the Educational Employment Relations Act, the parties will meet and negotiate in good faith on Negotiable items.
- 4.1 Ground rules should be established prior to the onset of negotiations.
- 4.2 Either party may utilize the services of outside consultants to assist in the negotiations.
- 4.3 The District and the Association may discharge their respective duties by means of authorized officers, individuals, or representatives of committees.
- 4.4 Negotiations shall take place at mutually agreeable times and places.
- 4.5 The Association may designate up to five representatives who shall each receive a sufficient number of release time hours without loss of compensation to attend negotiations and impasse proceedings.
- 4.6 Effort will be made to avoid release time which will result in using a substitute teacher for the unit member.
- 4.7 Issues that arise throughout the school year may be opened by mutual agreement.
- 4.8 Recommendations by Superintendent or Board committees on negotiable items will be brought to the negotiation table by the Superintendent unless otherwise agreed to by the SCTA Board.
- 4.9 The parties shall negotiate up to three future years' work calendar for the duration of the agreement, as a separate negotiation item. The calendar may be reopened in the event of legal changes affecting the calendar proposal (e.g. change of holiday). Calendar discussions shall commence no later than February 1 and finalized no later than February 28.

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For SCSD:

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In reply: Sarah E. Amato
5/27/2015

District Proposal – May 27, 2015

ARTICLE 7

WORK YEAR/WORKDAY

WORK YEAR

7.0 The length of the unit member work year shall be no more than 186 days which includes the following:

- 180 student instructional days including minimum day Wednesdays and 9 **additional** minimum days as set forth in the certificated work year calendar to include:

- Parent Conferences **(4 days)**
- Last Day of Instruction
- First Day of Instruction
- Open House*
- Back to School Night*
- Day before Winter Break

*Dates for Back to School Night and Open House shall be determined by each site principal in consultation with staff.

- 2 professional development days
- 3 teacher work days prior to the first day of student attendance (subject to established practices such as faculty meetings). Two days shall be exclusively reserved for teacher work time. In the event that student-related meetings are required, including, but not limited to, pre-IEP/IEP/team meetings and 504 meetings, it will be at the teacher's discretion.
- 1 teacher work day following the last student day
- At the discretion of the District the work year for newly employed unit member may include up to 1 orientation day in addition to the above.

7.1 The certificated work year calendar shall be negotiated by the District and the Association.

WORK DAY

Definition:

- 7.2 A normal workday is primarily defined by the time students are in school and the time established by the school for student arrival and departure. The principal has the right to assign short (generally 10-15 minutes) supervisory duties associated with student arrival and departure times and during recesses. For purposes of calculating retirement and tracking leaves, a full day of service is defined as 7-1/2 hours, including a 30-minute duty free lunch.

Professional Responsibilities

7.3 Professional Responsibilities shall include student instruction and instructional preparation (both on and off campus) and student supervision. Additional duties include district and school in-service training, faculty/grade level/department/teacher collaboration meetings, parent conferences, Open House, Back to School Night, eighth grade graduation, parent orientations, and meetings required by state or federal law (e.g., IEP, 504 and SST).

7.4 The District and SCTA value committees and agree it is important to provide such committees, but membership of these committees is voluntary. "Voluntary" means the decision to participate on any committee is entirely at the initiative and discretion of the teacher.

Professional Development, Collaboration Prep & Planning

6. 7.5 For the 2015-16 school year unit members shall have non-instructional time during the regular workday to support preparation and professional collaboration time as follows:

*TK - 4 shall have 90 minutes every week within the school instructional day.

*5-8 Prep minutes will be daily, and equivalent to the minutes of a class period, within the school instructional day, for a weekly total of 260 minutes.

In addition to the above, unit members who teach fourth grade shall receive one release day per trimester for preparation and professional collaboration time. Teachers with a daily co-teaching assignment will be given a release day per trimester, at a minimum, for collaboration/preparation time with the prior approval of the site administrator. Partial co-teaching assignments will be adjusted accordingly.

7.6 A school may wish to pilot a modified schedule that would require different configurations of preparation and collaboration time. This will be

permissible providing the following:

- 2/3 vote of a site's unit members
- Prep time at Tierra Linda and Central Middle Schools will be equivalent to 260 minutes per week
- Prep time at elementary schools will be equivalent to 90 minutes per week

7.7 Minimum Day Wednesdays: The purpose of minimum days is to support professional development and preparation and planning time for teachers so that they may implement effective instructional practices. Subject to section 7.3.3.1 below, such activities shall be at the discretion of the unit member and may include

individual workshops, professional learning communities (PLC), grade level and cross grade level collaboration, departmental meetings, and teacher planning and preparation time.

7.7.1 There shall be 8 minimum day Wednesdays each school year that shall be prescribed by the District or site administrator. These 8 days will be calendared by October 1 through collaboration between staff and principal and occur no more than once a month, unless otherwise mutually agreed upon. Professional development meetings shall last no longer than 90 minutes.

Meetings

7.8 When scheduling meetings, every effort will be made to provide unit members at least 3 days prior notice. No meetings, with the exception Tuesday staff meetings, District Special Education meetings, Open House and Back to School night), shall be called by the Administration any earlier than 30 minutes before student arrival time and shall not surpass 90 minutes after student departure unless otherwise agreed to by unit members.

7.8.1 Any meeting, including, SST's, 504's, IEPs, or other meetings with parents, that are held after hours, will be scheduled to begin within 15 minutes after the last student dismissal and will not require more than 30 minutes of the unit member's time. If a meeting exceeds 30 minutes, the unit member will be compensated at the hourly rate as stipulated on the certificated stipend schedule.

7.8.2 It is recognized that there are times when an urgent and time-sensitive matter may arise that would make it unfeasible to provide the 3-days prior notification via direct communication from the site administrator to the affected teacher(s) either verbally or in writing. In such cases, the administrator may require participation of the unit member.

Agreements for Protected Meetings:

7.9 It is understood that SCTA holds its bi-weekly meetings Mondays after school and the District holds its Board Meetings on Thursdays twice a month. Both parties agree to not schedule other meetings during those times. By the first day of school, the parties agree to provide each other a schedule of the above mentioned meetings so that each can schedule other voluntary trainings or meetings on the Mondays and Thursdays in which there are no SCTA or Board meetings.

7.9.1 Site staff meetings will take place on Tuesdays, not more than two (2) per month unless otherwise agreed upon between site administrator and staff.

7.9.2 It is further recognized that there are times when a scheduled meeting will exceed the 90 minute duration. In such cases, the administrator will announce at the beginning of the meeting that the meeting may go longer and that individual staff members who have other commitments are free to leave.

7.9.3 Special Education teachers shall attend one site meeting and one Special Education meeting monthly. Special Education teachers will coordinate with the site and District SPED administrator to determine which meeting she/he will attend each month.

For SETA: *Asah E. Amos* 2/23/2015
Johnny

For SCSD: 2/23/15
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ARTICLE 9

LEAVES

9.0 The district recognizes that leaves mandated by State law are available to association members. ~~These state mandated leaves are enumerated in~~ If the below-referenced leaves mandated by state law are amended or repealed, then the following description of said leave rights creates no independent or contractual rights to leave pursuant to this provision; their enumeration and description herein is only for purposes of information:

9.0.1 Sick Leave: Pursuant to Education Code section 44978, unit members are entitled to 10 days of leave for illness/injury a year and unused sick leave may be accumulated from year to year.

9.0.2 Differential Leave: Pursuant to Education Code section 44977, if and when a unit member exhausts all of his/her accumulated sick leave and continues to be absent from work due to illness or accident, he/she is then entitled to substitute-differential pay for a period of time of up to five school months.

9.0.3 Industrial Accident and Illness Leave: Pursuant to Education Code section 44984, unit members are entitled to take up to sixty (60) days in cases of industrial accident or illness. While receiving said leave, the unit member shall be paid such portion of the salary due him/her for any month in which the absence occurs as, when added to his/her

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Workers' Compensation temporary disability indemnity, will result in a payment to him/her of not more than his/her full salary.

9.0.4 Disability Benefit Application Leave: Pursuant to Education Code section 44986, when a unit member is determined to be eligible for STRS disability benefits, he/she is entitled to up to thirty-nine (39) months of disability leave without pay.

9.0.5 Public Employee Organization Officer Leave: Pursuant to Education Code section 44987, a leave of absence with pay shall be granted to association members to serve as an elected officer of a local, statewide or national association when the requirements of this statute are met.

9.0.6 Specified Boards, Commissions, Committees or Groups Leave: Pursuant to Education Code section 44987.3, the District shall grant unit members a leave of absence with pay to serve on boards, commissions, committees or groups specified in this statute when the requirements of this statute are met.

9.1.1 Personal Necessity Leave

Certificated employees will be allowed ten (10) days of personal necessity absences. Such days will be deducted from sick leave previously earned by the employee. A request for a substitute will be made as soon as possible but not less than forty-eight (48) hours in advance except in unforeseen circumstances or emergency situations.

Personal necessity includes the following:

9.1.1.1 Extended bereavement leave.

9.1.1.2 Accident involving employee or member of immediate family.

9.1.1.3 Appearance in court as litigant or as a witness under official order.

9.1.1.4 Serious or critical illness of member of immediate family.

9.1.1.5 Paternal leave.

9.1.1.6 Unspecified personal absence: The Association and District believe professional development is essential to continuous

growth in teaching practice; therefore, unit members should make every effort to attend such activities and avoid using leave under this section 9.1.1.6.

(Education Code section 44981)

9.1.2 Bereavement Leave

In the event of death in the immediate family, employees shall be allowed absence with pay not to exceed four days, or five if out-of-state travel is required. Immediate family is defined as:

9.1.2.1 Employee's or spouse's: parents, grandparents, grandchild, brother, sister, spouse, son, daughter, son-in-law, daughter-in-law, other relative living in household. The term "spouse" includes registered domestic partners pursuant to Family Code section 298.

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9.1.3 Jury Duty

In the event that an employee is summoned for jury duty, he/she shall receive full pay for such time as the court requires his/her presence. Any remuneration he/she may receive from the court for such duty, excluding mileage, shall be reimbursed to the District,

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9.1.4 Educational Leave

Teachers shall be granted leave for exceptional educational opportunities available only during the school year upon the Superintendent's approval. Teachers shall receive full per diem pay minus the cost to the District of the substitute teacher for such time.

9.1.5 Sabbatical Leave

The District may grant Sabbatical Leave in accordance with California Education Code Sections 44966-44974.

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9.1.6 Maternity Leave

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9.1.6.1 Disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom shall be treated as temporary disabilities. The employee so disabled shall be eligible to use her accumulated sick leave during the period of disability, and shall be eligible for the benefits provided by Section 44977 of the Education Code (five month extended leave) for absences necessitated by disability related to pregnancy, miscarriage, childbirth and recovery. Both the date on which the disability leave commences and the length of the leave after delivery shall be determined by the employee's physician. Effective July 1, 2004, in addition to pregnancy disability leave, when a unit member is otherwise medically cleared to return to work, unit members may take up to fifteen days of differential pay for birth or adoption of a child.

9.1.6.2 The Board will also grant unpaid child care leave in accordance with state and federal laws.

9.1.7 **Military Leave**

9.1.7.1 Leave shall be granted to certificated personnel for service in or for the armed forces of the United States. Military leave pay will be granted as provided in Education Code section 44800.

9.1.7.2 Whenever possible, personnel are to select periods of training at a time when teaching responsibilities are not affected.

9.1.7.3 If obligatory service in the Armed Forces or service during a national emergency interrupts teaching responsibility while in San Carlos, it shall count as San Carlos teaching experience.

9.1.8 **Leave of Absence Without Pay**

9.1.8.1 Credentialed employees will be eligible to request and to receive a leave of absence without pay for a period of one

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year or less upon recommendation by the Superintendent and action by the Board.

9.1.8.2 Awarding of salary increment for teaching experience outside the district for each credentialed employee who is on leave shall be determined by the Superintendent and shall be subject to School Board approval.

9.1.8.3 Leave of absence without pay for more than half of a school year breaks the continuity of credit for sabbatical leave.

9.1.8.4 Approximately three percent of the credentialed employees may be granted a leave of absence without pay for any one school year. In the event that more than three percent apply for leave of absence without pay in any one school year, the Credentials Evaluation Committee shall review the applications and make recommendations to the Board through the Superintendent as to which applications should be considered first.

9.1.8.5 Reasons acceptable for a leave of absence without pay will include:

9.1.8.5.1 Health, mental and physical

9.1.8.5.2 Study

9.1.8.5.3 Travel and teaching in a foreign country or another state

9.1.8.5.4 Change of occupation

9.1.8.5.5 Child adoption

9.1.8.6 Credentialed employees will notify the District in writing on or before February 1 of the year of their leave of their intent to return to work or resign from the District upon the expiration of their leave.

9.1.9 Exchange Teaching

9.1.9.1 Credentialed employees will be eligible to request exchange teaching after they have been granted tenure.

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9.1.9.2 Exchange teaching may be granted for up to a period of one school year upon the recommendation of the Superintendent and approval of the Board of Trustees.

9.1.9.3 While on exchange, an employee remains on the salary schedule and is paid by the San Carlos School District.

9.1.9.4 Two percent of the credentialed employees may be granted exchange teaching in any one school year. In the event that more than two percent apply for exchange teaching for any one school year, the choice will be given to the applicant having the greater number of years of service to the district without having already been granted a leave for exchange teaching.

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9.1.9.5 The application for exchange teaching shall be submitted to the Superintendent's Office before April 15th of the preceding year. Final approval of arrangements by the Board will be given by June 15th of the school year in which the application is received.

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9.1.10 Family Care Leave

9.1.10.1 An eligible unit member shall be provided unpaid leave to care for a seriously ill child, parent or spouse for up to 12 weeks in accordance with state and federal laws, specifically, the California Family Rights Act (CFRA) and Family Medical Leave Act (FMLA). Unpaid leave for up to 26 weeks shall be provided if leave is to care for a covered service member who is recovering from a serious illness or injury sustained in the line of duty while on active duty.

9.1.10.2 To be eligible, employees must, as of the date leave commences:

- 1) have worked for the District for at least 12 months - which need not be consecutive and includes paid and unpaid leaves if in paid status.

- 2) have actually worked at least 1,250 hours for the District during the 12 months preceding leave; and
- 3) be employed at a worksite where 50 or more employees are employed within 75 miles of the worksite.

Full-time teachers are deemed to meet the 1,250 hours requirement unless the district can clearly establish that the employee did not work the 1,250 hours during the previous 12 months.

9.1.10.3 Unpaid leave may be taken for the following reasons:

- 1) for the birth or placement of a child for adoption or foster care.
- 2) to provide care for the employee's own parent (including individuals who exercise parental responsibility under state law), child under 18 or a dependent adult child, or spouse with a serious health condition.
- 3) for the employee's own serious health condition, or
- 4) to allow leave because of any "qualifying exigency" arising out of the fact that a spouse, son, daughter, or parent of the employee is on active duty in the Armed Forces in support of a contingency operation.

9.1.10.4 Serious health condition includes illness, injury, impairment, or physical or mental condition involving:

- 1) Incapacity or treatment connected with inpatient hospital, hospice, or residential health care facility, or
- 2) Continuing treatment by a health care provider including:
 - a) a period of incapacity requiring absence of more than 3 consecutive calendar days from work, school, or other activities and treatment by a provider 2 or more times or at least 1 treatment resulting in a regimen of continuing treatment under medical supervision;

- (b) a period of incapacity due to a chronic or long-term condition requiring periodic treatment;
- (c) a period of incapacity which is permanent or long-term due to a condition for which treatment may be ineffective, if the patient is under medical supervision;
- (d) absences to receive multiple treatments (including recovery periods) for a condition that if left untreated likely would result in incapacity of more than 3 days; or
- (e) a period of incapacity due to pregnancy or for prenatal care.

9.1.10.5 FMLA and CFRA leave run concurrently except where the absence is for the employee's own pregnancy or childbirth related disability. The employee can receive 12 work weeks of CFRA leave for child bonding after the pregnancy and childbirth related disability ends. Leave for child bonding must be completed within 12 months of a child's birth or placement. FMLA leave also runs concurrently with pregnancy disability leave and with maternity leave outlined above. FMLA also runs concurrently with use of sick leave, accrued sick leave and vacation.

9.1.10.6 During leave under FMLA, the District shall pay the premiums for the health and welfare benefits provided in Article 16 for up to 12 weeks or up to 26 weeks for leave to care for a covered service member after which the unit member may continue his/her own coverage.

9.1.10.7 Upon termination of such unpaid leave, the unit member shall be returned to the position held prior to the leave, or to a comparable position. A unit member who has taken 12 weeks of leave under this Article, because of his/her own

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serious health condition, may take an additional 12 weeks of unpaid leave for family care, without benefits.

- 9.1.10.8 Request for leave to be made by the employee at least 30 days prior to date leave is to begin where need is known in advance or, where not foreseeable, as soon as practicable.
- 9.1.10.9 Medical Certification may be required when request for leave is because of a serious health condition of employee, employee's parent, spouse, or child. Second or third opinions available if employer disputes validity of certification. Recertification may be required periodically. Certification may be required to demonstrate employee's fitness to return to work from medical leave.
- 9.1.10.2 Pursuant to AB109 (Stats. 1999, Ch. 1964) credentialed employees may take up to five (5) days of sick leave during any school year to attend to the illness of a child, parent, or spouse. This available leave is in addition to any Personal Necessity Leave utilized by the certificated employee for such a purpose. This leave runs concurrently with Family Care Leave provided pursuant to 9.1.10.1 above.

9.1.11 Catastrophic Illness/Injury Benefit

9.1.11.1 Definitions:

- 9.1.11.1.1 "Catastrophic illness" or "catastrophic injury" means an illness or injury that is expected to incapacitate the unit member for an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her

sick leave and other fully paid time off. Stress is excluded in this definition of "catastrophic illness."

9.1.11.1.2 "Catastrophic leave credit" means sick leave donated to one unit member from another unit member's accrued sick leave.

9.1.11.2 Eligibility: Catastrophic leave credit may be donated to a unit member for a catastrophic illness or catastrophic injury if all the following requirements are met:

9.1.11.2.1 The bargaining unit member who is suffering from a catastrophic illness or catastrophic injury requests in writing that catastrophic leave credit be donated and provides verification that the unit member is unable to work due to catastrophic illness or catastrophic injury.

9.1.11.2.2 The unit member requesting donation of sick leave has exhausted all accrued sick leave credits.

9.1.11.2.3 Any employee who wishes to receive the catastrophic illness benefit as a result of illness or disability which qualifies for Workers' Compensation benefits shall not receive more than a full day's compensation.

9.1.11.3 Procedure:

9.1.11.3.1 A unit member who wishes to receive catastrophic illness benefit must request in writing to the Association and to the District that sick leave donations be solicited on their behalf. The request must be accompanied by verification of the catastrophic illness or injury.

9.1.11.3.2 Donations will be solicited by a joint announcement of the Association and District on

behalf of the individual who meets the requirements of this benefit. A list of eligible donors will be established.

9.1.11.3.3 Once a commitment to donate leave has been made by a member, that commitment cannot be revoked for that school year.

9.1.11.3.4 The minimum amount a unit member may donate is one day leave per school year. The maximum amount a unit member may donate is ten days per school year. One full day of donated sick leave shall provide one full day of catastrophic leave credit to the receiving party.

9.1.11.3.5 Employees must maintain a minimum of 15 sick days in order to contribute.

9.1.11.3.6 Donated catastrophic leave credits may be used by the recipient for no longer than 12 consecutive calendar months following the onset of each catastrophic absence.

9.1.11.3.7 A unit member must use any personal leave credits that accrue (sick leave), prior to using donated catastrophic leave credit.

9.1.11.3.8 The statutory period of differential pay (100 days running concurrently with sick leave payments) will be augmented by catastrophic leave credit.

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9.1.11.3.9 Donated leave credit shall be used in the order donations are received. However, one day of leave will be used from each donor before a second day is utilized from any other donor. This sequential process will be repeated for all donation rounds thereafter. At the end of the

school year (school fiscal year: July 1 – June 30)
the list of potential donors will expire. This
process will be repeated as needed each year.

9.1.11.3.10 Accrued sick leave for donation purposes does
not include any personal necessity leave credits
under Section 9.1.1.6 of Article 9.

9.1.11.3.11 All donations are to remain confidential from the
membership and the recipient.

~~9.1.12 Other State-Mandated Leave Laws~~

~~The following leaves are mandated by State law and are available to unit
members. It is agreed by the parties that if the below-referenced leaves
mandated by state law are amended or repealed, then the following
description of said leave rights creates no independent or contractual
rights to leave pursuant to this provision; their enumeration and
description herein is only for purposes of information:~~

~~9.1.12.1 Sick Leave: Pursuant to Education Code section 44978, unit
members are entitled to 10 days of leave for illness/injury a
year and unused sick leave may be accumulated from year to
year.~~

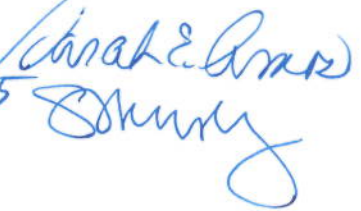
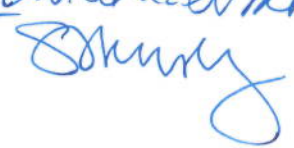
~~9.1.12.2 Differential Leave: Pursuant to Education Code section 44977,
if and when a unit member exhausts all of his/her
accumulated sick leave and continues to be absent from work
due to illness or accident, he/she is then entitled to
substitute differential pay for a period of time of up to five
school months.~~

~~9.1.12.3 Industrial Accident and Illness Leave: Pursuant to Education
Code section 44984, unit members are entitled to take up to
sixty (60) days in cases of industrial accident or illness.
While receiving said leave, the unit member shall be paid
such portion of the salary due him/her for any month in
which the absence occurs as, when added to his/her~~

~~Workers' Compensation temporary disability indemnity, will result in a payment to him/her of not more than his/her full salary.~~

- ~~9.1.12.4 — Disability Benefit Application Leave: Pursuant to Education Code section 44986, when a unit member is determined to be eligible for STRS disability benefits, he/she is entitled to up to thirty-nine (39) months of disability leave without pay.~~
- ~~9.1.12.5 — Public Employee Organization Officer Leave: Pursuant to Education Code section 44987, a leave of absence with pay shall be granted to association members to serve as an elected officer of a local, statewide or national association when the requirements of this statute are met.~~
- ~~9.1.12.6 — Specified Boards, Commissions, Committees or Groups Leave: Pursuant to Education Code section 44987.3, the District shall grant unit members a leave of absence with pay to serve on boards, commissions, committees or groups specified in this statute when the requirements of this statute are met.~~

For SCSD:  T.A.
5/27/15 

In SCRA: 
5/27/2015 

**ARTICLE 9 LEAVES
Catastrophic Illness/Injury Benefit**

9.1.11.3.8 The statutory five month period of differential pay set forth in section 9.1.12.2 ~~(100 days running concurrently with sick leave payments)~~ will be augmented by catastrophic leave credit. For purposes of augmentation, donated leave credits shall be used in half-day increments closest to the differential amount. For example: 1) if a donated day is worth \$300, and the differential pay is \$350, a full day of donated credit will be used; and 2) if a donated day is worth \$300 and the differential pay is \$150, a half day of donated credit shall be used.

2/9/15

For SCSD:

[Handwritten signature]

In SETA: *[Handwritten signature]* 2/9/15

Article 10

ASSIGNMENT AND TRANSFER

Preamble: All assignments and transfers shall be made by the District in the best interests of the school program and the needs of students.

10.1 Definitions

10.1.1 "Assignment". refers to the unit member's position to include grade level and /or subject matter as determined by the site administrator annually. Unit members shall receive notice of their tentative assignment for the subsequent school year at least ten (10) days prior to the end of the preceding school year.

10.1.1.1 "Late Reassignment" is a change in assignment (grade or subject matter) issued after the 10 day deadline as defined above. Late reassignments shall be implemented pursuant to section 10.5.3.

10.1.1.2 "Involuntary Reassignment" refers to a new district initiated assignment that involves a change in grade and or subject.

10.1.2 "Transfer" is a change in the work location of a unit member from one school, work site or classroom to another school, work site or classroom. A transfer does not encompass the process of assignment to a specific position within a school, department or work location. A transfer may be initiated by a unit member ("voluntary") or by the District ("involuntary").

10.1.3 A "vacancy" is a new position, an opening arising from a resignation, retirement, or termination, any position to which a unit member is not assigned, or which is not committed for purposes of leaves, unresolved involuntary transfers or layoffs.

10.1.4 "Superintendent" is the Superintendent or his/her designee.

10.1.5 Remuneration for assignments and transfers, where applicable, is defined in section 10.6.

10.2 Notice of Vacancies

10.2.1 Notices of all unit vacancies shall be posted electronically for at least five work days. Such notices shall be posted as soon as a vacancy exists and shall include the position description and location, grade level or subject assignment, credential requirement and the date by which the position will be assigned.

10.2.2 Exceptions to section 10.2.1 are permitted when the Superintendent declares an emergency situation. Under such conditions, employee response must be received by the Superintendent within forty-eight hours from the distribution of notification.

10.3 Voluntary Transfers

10.3.1 A teacher may request a voluntary transfer to take effect either during the current school year or at the beginning of the next school year. The request shall be in writing and sent to the Superintendent's office.

10.3.2 The request shall be made no later than March 15 of the school year preceding the school year in which the transfer would take effect or, for transfer requests that would take effect during the current school year, not later than 10 days after the posting of a vacancy.

10.3.3 Qualified voluntary applicants within the bargaining unit shall be considered for vacancies prior to consideration of outside applicants, subject to section 10.3.5. The Superintendent will consistent with the preamble to this article, make the final decision on requests for voluntary transfer, based on reasonable application of the following criteria: seniority, credentials, experience and training.

10.3.4 If a voluntary transfer request is denied, the teacher shall be provided in writing within three (3) days of the reasons for the denial.

10.3.5 Voluntary transfers shall be implemented in compliance with Education Code section 35036, including but not limited to the cessation of any preference for internal voluntary transfer applicants over external hires after April 15 for transfers that will occur at the start of the following school year.

10.3.6 Unit members voluntarily transferred are precluded from applying for voluntary transfers until they have completed one complete school year

in the new assignment. Upon request of the unit member, the District may in its discretion make exceptions to this provision on a case by case basis.

10.4 Involuntary Transfers

10.4.1 Involuntary transfers shall occur only due to changes in enrollment or programs.

10.4.2 A teacher who is to be involuntarily transferred shall be given the reasons for the impending transfer in writing within three (3) days of the Superintendent's decision.

10.4.3 No teacher shall be involuntarily transferred if there is a volunteer who wishes to be transferred, subject to section 10.4.6.

10.4.4 An involuntary transfer shall not result in the loss of compensation, seniority, or any fringe benefits to a teacher.

10.4.5 No teacher shall be transferred two consecutive years without the teacher's consent, unless there is no other reasonable option that would meet the intent of the preamble of this article.

10.4.6 The Superintendent shall, consistent with the preamble to this article, make the final decision on personnel affected by involuntary transfers, based on reasonable application of the following criteria: seniority, credentials, experience and training or frequency of transfers. When the Superintendent has considered two or more unit members for an involuntary transfer to be equal on the basis of the foregoing criteria, the unit member with the least seniority shall be transferred.

10.5 Change in Assignment

10.5.1 General Provisions

Principals shall consider teacher preference when making teacher assignments. The Principal will make the final decision on assignments, based on reasonable application of the following criteria: seniority, credentials, experience and training.

10.5.1.1 If the change in assignment necessitates a move from one classroom to another, the teacher shall receive assistance in moving to the new classroom.

10.5.2 Teacher Initiated Reassignment

10.5.2.1 Teachers may request a reassignment within the school by submitting a written request to the Principal.

10.5.2.2 Teachers who do not receive a requested reassignment to fill a vacancy shall be notified in writing within three (3) days of the reasons for not receiving the requested reassignment.

10.5.3 Involuntary Reassignment

10.5.3.1 Before an involuntary assignment to a vacancy is made, the principal shall inform staff of any unfilled assignments, and ask for volunteers to fill the vacancy. The Principal will make the final decision on assignments based on reasonable application of the following criteria: seniority, credentials, experience, training and frequency of changes in assignment. Teachers shall be notified in writing within three (3) days of the reasons for the involuntary reassignment. Every effort will be made to avoid involuntarily reassigning teachers to a combination class who have fewer than two years teaching experience. Thereafter, when the Principal has considered two or more unit members for an involuntary reassignment to a combination class to be equal on the basis of the foregoing criteria, the unit member with the least seniority shall be

reassigned.

10.6 Assignment & Transfer Remuneration Table:

Assignment	Voluntary	On Time	Nothing
		Late	2 sub days or equivalent in <u>sub</u> compensation*
	<u>Involuntary</u>	<u>On Time</u>	<u>2 sub days or 2 days of A-1 salary**</u>
		<u>Late</u>	<u>3 sub days or 3 days of A-1 salary**</u>
<u>Transfer</u>	<u>Voluntary</u>	<u>On Time</u>	<u>Assistance to physically move materials & equipment.</u>
		<u>Late</u>	<u>Assistant to physically move materials & equipment and 2 sub days or equivalent in <u>sub</u> compensation*</u>
	<u>Involuntary</u>	<u>On Time</u>	<u>Assistance to physically move materials & equipment and 2 sub days or equivalent in <u>sub</u> compensation*</u>
		<u>Late</u>	<u>Assistance to physically move materials and equipment and 3 sub days or equivalent in <u>sub</u> compensation*</u>

* Or some combination of both, at the employees' discretion, but only in 1 day increments.

**Or some combination of both, at employees' discretion; however, A1 salary cannot be converted to additional sub days.

Employee may receive remuneration for both Reassignment & Transfer if employee was both reassigned and transferred as appropriate.

Tentative Agreement
Jan 7, 2015

ARTICLE 11

PERSONAL AND ACADEMIC FREEDOM

11.0 Nondiscrimination and Academic Freedom.

11.1 The District shall not discriminate against any Unit Member on the basis of race, color, national origin, religion, sex, gender, gender expression, gender identity, pregnancy, physical or mental disability, medical condition (cancer-related or genetic characteristics), genetic information (including family medical history), ancestry, marital status, age, sexual orientation, citizenship, or service in the uniformed services.

SCSD Admin 1/7/15 1:12 PM

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SCSD Admin 1/7/15 1:11 PM

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SCSD Admin 1/7/15 1:12 PM

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11.2 The District shall not predicate any adverse action upon a Unit Member's SCTA activities, unless the District has reason to believe such activities may be contrary to law. The District further recognizes that the personal life, political organizational activities or preferences of an employee are not an appropriate concern of the District, except as they may affect work performance.

SCSD Admin 1/7/15 11:31 AM

Comment [20]: Greg to update

SCSD Admin 1/7/15 1:08 PM

Deleted: race, color, creed, age, sex, national origin, domicile, marital status or physical handicap.

11.3 It is the policy of the District that all instruction shall be fair, accurate, objective, and appropriate to the age, ability and maturity of the student(s), and sensitive to the community needs and the needs and values of our diverse cultures and heritages.

For SCTA:

Terah E. Amos

DM

For: SCSD:

Cip
Supina

For the District:
3/31/15

JA

for se7A: 3/31/2015
Sarah E. Amos
Dumery

[Signature]
Gurshin

ARTICLE 13
CLASS SIZE

13.0 Class sizes, as stated herein, shall not exceed the established maximums except during the first ten (10) days of instruction class sizes may exceed those referenced below by a maximum of one (1) student per teacher while the building principal makes necessary adjustments to meeting the class size limits by the eleventh day of the school year. In the event that a situation arises which could cause the maximum class size to be exceeded, the building principal will consult with the teacher and an Association representative to obtain consent to exceed this maximum.

13.0.1 "Team Teaching" refers to setting in which two or more teachers, each of whom has a specified class list, agree to collaborate in shared classroom settings to provide a coherent learning experience for all students in those classes.

13.0.2 "Co-teaching" refers to a team teaching model, as described above, in which at least one of the collaborating teachers is a special education instructor.

Each Kindergarten and grade 1-3 class shall not exceed 20-22 students.

Each

~~fourth grade class size shall not exceed 28 students. If combination classes are necessary due to enrollment, every effort will be made to keep the population of these classes stable throughout the year.~~

13.1 For the purpose of this article, "class size" is defined as the number of students assigned to a teacher's class list. Therefore, in a team teaching model, an individual teacher may provide instruction at any given time to more students than stated in the maximum. The decision to participate in a team teaching model shall be at the discretion of participating teachers, and with the agreement of the site administrator.

13.1.1 Class sizes, including co-taught classes, shall not exceed the following

maximums:

Effective for the 2015-2016 School Year:

TK-3: 23 + 2

4th: 27 + 2

3rd/4th combination class: 25 + 1

5-8: 32; maximum daily contacts 160.

13.1.2 In grades 5-8, P.E. classes shall be capped at 45 students and music classes shall be limited only by the capacity of the facility and qualified assistance.

13.1.2.1 Notwithstanding section 13.1.1 above, class sizes in a school with only fourth and fifth grades shall not exceed 27 + 2.

13.1.3 In grades 6-8, one class section per teacher may exceed the foregoing maximum by up to two (2) students, in which case, the maximum daily contacts shall be similarly reduced (e.g. if the cap is exceeded by 2 students, the maximum daily contacts would be 158).

~~13.1.4 The parties will begin meeting as soon as possible to address this article for the 2016-2017 school year as part of 2015-2016 contract negotiations.~~

~~13.1.1 The language in section 13.1 as it read prior to the 2000-2001 Agreement shall replace the above-referenced language in the event Class Size Reduction funding is eliminated, except that the current fourth grade class size maximum of 28 students shall be maintained.~~

~~13.2 Grades 5-8 classes (Middle School) — each class in Grades 5-8 (Core, Academics,~~

~~or Electives) shall not exceed 32 students. Exceptions shall include: P.E. classes shall be capped at 45 students. Music classes shall be limited only by the capacity of the facility and qualified assistance.~~

13.2 Special Education

13.2.1 Special Day Classes (SDC) in self contained setting shall not exceed 13 students. All SDC teachers shall have a full-time aide.

13.2.2 Resource Specialist Program

13.2.2.1 No RSP teacher shall have more than the number of students provided by law (currently 28 students). All RSP teachers shall have aide time.

13.2.2.2 No RSP teacher shall be assigned to more than two schools. RSP teachers who travel to two schools shall not be placed on the duty schedule for either school.

13.2.2.3 Teacher caseload is restricted to legally admitted students and those whose admittance is pending.

~~13.3.3.4 Time spent with each student is to be determined by Eligibility and Placement Committee.~~

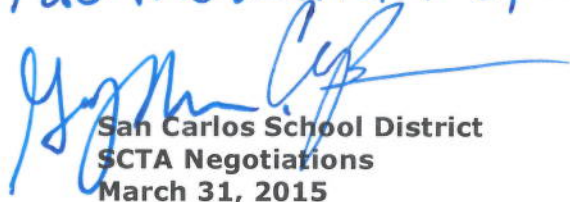
~~13.4 Mainstreamed students who are actually in an elementary classroom for up to 50% of the weekly class time shall count as .5 towards the established maximums in this article. Mainstreamed students who are actually in an elementary classroom between 51% and 100% of the weekly class time shall count as 1 student towards the established maximums in this article.~~

13.3 If class size exceed the contract limits, the District will take action in the following order:

13.3.1 Move the most recently enrolled student at that school site to another school in the District as permitted by law.

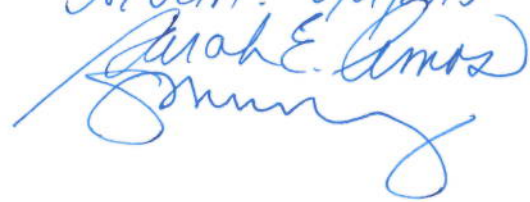
13.3.2 Begin the process of posting, interviewing and hiring a NCLB qualified teacher.

For the District: 3/31/15


San Carlos School District
SCTA Negotiations
March 31, 2015



For Seta: 3/31/2015


Sarah E. Amos

Article 14 – Evaluation Procedures

Add new section at end of Article:

14.15 Implementation of New Evaluation Procedures: The District and the Association agree to jointly research, draft, pilot, assess and implement new Evaluation Procedures as follows.

14.15.1 2014-2015 School Year: Negotiating teams for the parties shall research and draft proposed new Evaluation Procedures.

14.15.2 2015-2016 School Year:

14.15.2.1 The new procedures shall be piloted in a manner agreed to by the parties.

14.15.2.2 The parties will monitor, assess, and modify the procedures as agreed upon.

14.15.2.3 The final new Evaluation Procedures shall be submitted to the parties for ratification and approval.

14.15.3 2016-2017 School Year: The new Evaluation Procedures shall be implemented District-wide.

**MEMORANDUM OF UNDERSTANDING BETWEEN
SAN CARLOS SCHOOL DISTRICT AND
SAN CARLOS TEACHERS ASSOCIATION**

**Pilot Program and Implementation of
New Teacher Evaluation System**

This Memorandum of Understanding (MOU) between the San Carlos School District (District) and San Carlos Teachers Association (SCTA or Association) sets forth the parties' agreed upon conditions for the piloting and implementation of a new teacher evaluation system.

- I. **Desired Outcome:** Design a new evaluation system for all teachers (and eventually all employees) that provides for the following:
- A. Primary focus on teacher professional growth, meaningful to and motivating for the teacher engaging in the process, and tailored to the individual needs of the teacher as he/she works to align instructional practices to Common Core Standards and the District's Strategic Plan.
 - B. Self-reflection and goal setting is valued.
 - C. Encourages teachers to take risks as he/she works to hone his/her craft and change practice.
 - D. Provides pathways of opportunity for teachers to engage in leadership and be paid on the salary scale in a manner commensurate with added responsibility.
 - E. Enlists the principal and a professional team of educators to provide feedback and support.
 - F. Changes the school-wide culture whereby professional growth and evaluation become embedded in the way the schools do business (and thus the principal and/or peer reviewers do many "mini-observations" and walkthroughs).
 - G. Concludes the evaluation process with a written evaluation/summary (form to be developed).

II. **The Pilot (2015-2016)**

- A. **Process:** The new evaluation process shall be piloted during the 2015-2016 school year comprised of the following key components:
- 1. Identify at the onset of the process whether a teacher is in need of improvement, in the judgment of the principal and/or the evaluation panel, such that the evaluator(s) shall determine if a teacher is ineligible to participate in the pilot. Affected staff shall be notified accordingly.
 - 2. Teacher self-reflection and goal setting with the principal (and eventually a professional panel/team) by November 1st.
 - 3. A Personalized Learning and Growth Plan, differentiated to the desires and needs of the teacher.
 - 4. Utilize a rubric (in process of being developed).
 - 5. Engage in multiple observations and post-observation reflections over an extended period of time.

6. Maintain a professional portfolio with artifacts that address the goals, progress, and challenges the teacher is experiencing (to be developed further through pilot process).
- B. Participants: Permanent teachers who are scheduled for evaluation during 2015-2016 school year and who are not in need of improvement (see II(A)(1) above) are eligible.
- C. Timelines:
 1. Summer 2015: Representatives of the parties shall meet to develop a rubric (see II(A)(4) above) and to develop specific measures by which to assess the success of the Pilot (see III(A) below).
 2. By October 1: A minimum of two participants per school site will be identified. The principal will work with eligible teachers to determine participants but will ultimately decide on at least two.
 3. By November 1: A declaration of "meets standards" will be given to participants. Goals will be set as well as a calendar for the year.
 4. By June 1: Closure and reflection
- D. Resources to Support Reflection on Professional Growth may include but are not limited to:
 1. California Standards for the Teaching Profession (CSTP's)
 2. Professional Learning Communities
 3. Peer Review
 4. Professional Development
 5. Student and Parent Feedback
 6. Multiple Measures of Student Growth/Achievement

III. Implementation

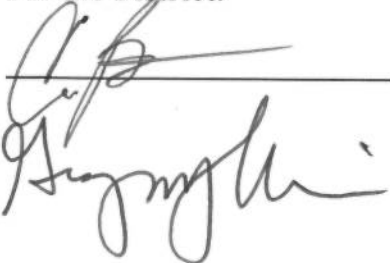
A. Monitoring and Assessment:

1. Representatives of the District and SCTA shall meet periodically, but not less than once each trimester, during the 2015-2016 school year to monitor and assess the Pilot regarding achievement of the Desired Outcome set forth in paragraph I above.
2. The parties' representatives shall make recommended changes, if any, based on paragraph 1 directly above.

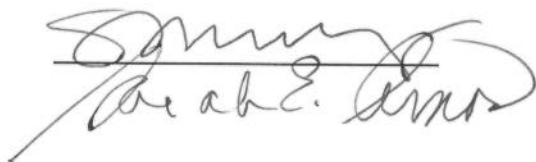
B. Implementation:

1. Recommended changes, if any, shall be provided to the parties' respective negotiations teams for use in 2015-2016 reopener negotiations according to Article 1, section 1.3 of the negotiated Agreement.
2. Following ratification by both parties, the new evaluation system shall be implemented District-wide commencing with the 2016-2017 school year and this MOU shall automatically expire.

Dated: 5/27/15
For the District:



Dated: 5/27/2015
For the Association:



TENTATIVE AGREEMENT
San Carlos School District and
San Carlos Teachers Association

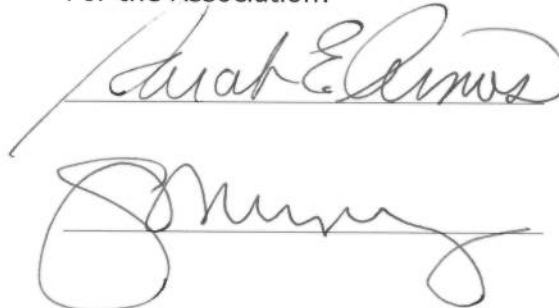
Article 15 – Salary
March 31, 2015

1. Current Salary Schedule A shall be eliminated and current Salary Schedule B shall be renamed Schedule A. Salary Schedule A shall be increased by nine percent (9.0%) over the course of three years as follows:
 - a. 2015-2016: Three Percent (3%) Increase: Increase the 2014-2015 Schedule A by one and one-half percent (1.5%), effective July 1, 2015 and an additional one and one-half percent (1.5%), effective January 1, 2016.
 - b. 2016-2017: Three Percent (3%) Increase: Increase 2015-2016 Schedule A by one and one-half percent (1.5%), effective July 1, 2016 and an additional one and one-half percent (1.5%), effective January 1, 2017.
 - c. 2017-2018: Three Percent (3%) Increase: Increase 2016-2017 Schedule A salary schedules by one and one-half percent (1.5%), effective July 1, 2017 and an additional one and one-half percent (1.5%), effective January 1, 2018.
2. Implementation of the foregoing increases is expressly contingent on satisfaction of **both** of the conditions described in sections a) and b) as follows:
 - a. The enacted final 2015-2016 State Budget Act and trailer legislation shall at least equal the amount of funding in each of the areas specified below contained in the Governor's Proposed 2015-2016 State Budget:
 - i. Statutory COLA of 1.58% applied to 2014-2015 LCFF grade level span funding, special education and categorical funds.
 - ii. Funding to achieve a 32.19% closure in the "gap" remaining between current LCFF funding and the 2020-2021 target amount.
 - iii. Base Grants: \$7,122 grade TK-3; \$7,288 grade 4-6; and \$7,444 grade 7-8.
 - iv. Increase in the TK-3 grant of \$741 per ADA.
 - v. Disbursement of \$1.1 billion in prior year mandated cost reimbursement claims.
 - b. Successful voter passage of Measure P, the District's parcel tax measure.
3. If the contingencies in section 2 above are not satisfied, the 2014-2015 salary schedule shall remain in effect and the parties shall reconvene negotiations immediately over the subject of compensation.

Dated: 3/31/2015
For the District:



Dated: March 31, 2015
For the Association:



For SCSD:
5/27/15
CERTIFICATED STIPEND SCHEDULE
(For Pre-approved Activities)
In SCMA: Sarah E. Amos
5/27/2015

ANNUAL STIPENDS :

~~AVID Coordinator: \$2000~~

TA-

- Band/Orchestra: \$2000 (Payable 50% January 30 & 50% June 30)
- BTSA Mentor Teacher: \$2000 (Payable 50% January 30 & 50% June 30)
- Curriculum Coach/Mentor: \$2000 (Payable Monthly)
- Hiring Incentive Stipend: \$2000 (Payable Monthly)
- Yearbook Coordinator: \$1500 (Payable 50% January 30 & 50% June 30)
- ASB Leadership Coordinator: \$1500 (Payable 50% January 30 & 50% June 30)
- Outdoor Education Coordinator: \$1000 (Payable 50% January 30 & 50% June 30)

DAILY STIPENDS:

- Daily Stipend for full day retreat/meeting: \$240
- Overnight Daily Stipend: \$150

HOURLY STIPENDS:

- Hourly - \$40
- Substitute coverage during prep period: Unit member's hourly rate: Per Diem/6

TRANSFER/REASSIGNMENT STIPENDS:

10.6 Assignment & Transfer Remuneration Table:

Assignment	Voluntary	On Time	Nothing
		Late	2 sub days or equivalent in sub compensation*
	Involuntary	On Time	2 sub days or 2 days of A-1 salary**
		Late	3 sub days or 3 days of A-1 salary**
Transfer	Voluntary	On Time	Assistance to physically move materials & equipment.
		Late	Assistant to physically move materials & equipment and 2 sub days or equivalent in sub compensation*
	Involuntary	On Time	Assistance to physically move materials & equipment and 2 sub days or equivalent in sub compensation*
		Late	Assistance to physically move materials and equipment and 3 sub days or equivalent in sub compensation*

* Or some combination of both, at the employees' discretion, but only in 1 day increments.

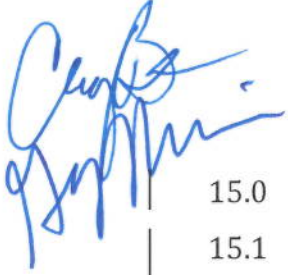
**Or some combination of both, at employees' discretion; however, A1 salary cannot be converted to additional sub days.

Employee may receive remuneration for both Reassignment & Transfer if employee was both reassigned and transferred as appropriate.

For SCSD:

TA- 5/27/15

for SCTA: Anah E. Amato
5/27/2015 Sonny



ARTICLE 15

SALARY

- 15.0 Please refer to current salary schedule for relevant salary increases.
- 15.1 ~~Employees may elect to be paid in 10 11 or 12 monthly installments provided that the employee applies pursuant to the timelines established by the District.~~
- 15.2 For initial placement on the salary schedules, credit for teaching experience shall be granted year for year up to a total of ten (10) years effective July 1, 2001.
- 15.3 Placement on column E will be based upon 90 units after the Bachelor's Degree or 45 units after a Master's Degree. Profesional Growth Units are earned only by courses taken outside of unit members' work regular work hours. Units for placement on the salary schedule may be earned through upper division and lower division semester units or

San Carlos School District Professional Growth Units ("PGU") as approved in advance by employee's immediate supervisor or Superintendent, or attending a District initiated in-service training or workshop, or attending a County Office of Education sponsored in-service training or workshop, ~~pursuant to~~

~~Board Policy 4350.1.~~ One PGU is earned for each 15 hours of District approved work. One PGU is equivalent to one semester unit for advancement on the salary schedule.

~~15.4—Longevity~~

~~15.4.1—Employees On Longevity or Column II On or Before June 30, 1999~~

~~{Salary Schedule A—Blue in Color} {See Appendix A-1};~~

~~All employees on the District's longevity schedule that existed before the 1998-1999 amendments are "grandfathered" on to this longevity schedule.~~

~~15.4.2—Employees Initial Placement on Longevity Schedule After June 30, 1999~~

~~{Salary Schedule B—Green in Color} {See Appendix A-2};~~

- 15.5 Teachers who attend student overnight activities with students will receive a monetary stipend (refer to Certificated stipend schedule) ~~honorarium~~ to compensate them for added expenses and time on duty.

~~15.6—All other eligibility requirements will remain the same as those set forth in the 1998-99 salary schedule except as follows:~~

~~15.6.1 Effective July 1, 2001, every cell on Column D and E is filled in.~~

~~15.6.2 Effective July 1, 2000, unit members hired who possess a valid teaching credential but do not have thirty (30) semester units of credit beyond the BA will be granted years of service credit for purposes of placement on the salary schedule notwithstanding this fact but will be “frozen” in this step of the salary schedule until such time as they can earn thirty (30) semester units above their BA. Existing unit members who are currently frozen at Step 1 column despite additional years of service will be granted credit on the salary schedule for previous years of service and then be “frozen” at the corresponding step.~~

15.7 National Board Certification: The District, ~~in concert with the State of California (AB 858)~~ will refund the initial application fee (current \$2,000) for National Board Certification upon the teacher’s (i) submission of his/her portfolio, and (ii) verification of assessment center participation. Any renewals or reapplication fees will be paid by the unit member.

15.8 The Professional Development Plan shall be approved by the Superintendent. The PDP will consist of 75 hours of professional development from an approved list of selected topics. The selected topics will be designated by the Superintendent after consultation with the Professional Growth Committee.

~~15.9—Pursuant to Education Code section 45023.1 (a)(1)(E), the minimum teacher salary for a teacher is indicated in Column A, Step 1, if employee holds a valid California teaching credential, has a baccalaureate or higher degree, and receives a salary from the general fund (not including emergency, intern, interim or waivers).~~

15.10 The District may pay a one-time ~~\$1,500~~ hiring incentive (refer to Certificated stipend schedule) to fully credentialed California teachers who are hired to teach, or transfer within the District to teach ~~math, science, or special education classes~~ an area designated by the district as “high need” -provided that the teacher possesses the appropriate teaching credential.

~~15.11 Retired teachers under AB 1166 will be hired as temporary employees at C-10~~

of the salary schedule, or a higher cell of the salary schedule at the District's

~~determination, less STRS contributions. No Health and Welfare Cafeteria plan benefits will be provided those teachers by the District.~~

15.12 Stipends/Substitute Coverage: ~~The parties agreed to the supplemental stipend schedule listed below. Future changes to this schedule will be subject to ratification by the District and Association.~~

15.12.1 The District will pay unit members a stipend for performing activities outside the normal work day as defined in article 7.2 hourly rate according to the Certificated Stipend Schedule and as preapproved by an administrator. ~~(refer to stipend schedule) when pre-approved by administrator and the unit member accepts a District request that the unit member perform the following activities outside the normal workday:~~

~~15.12.1.1—Scoring District Assessments.~~

~~15.12.1.2—Appointed to District committee.~~

~~15.12.1.3—Participating in IEPs when the Director of Special Education Curriculum or his/her designee determines that the IEP can best be held outside the workday.~~

~~15.12.2 The District will maintain time sheets and records of unit member's~~

~~performance of functions designated in 15.12.1.1-3.~~

~~15.12.3 Daily Stipend: Teachers attending full day retreats/meetings are to be paid a monetary stipend (please view stipend schedule).~~

~~15.12.4 Presenters: In addition to any applicable stipend, teachers presenting at retreats/meetings will be paid a consultant fee at the stipend hourly rate for preparation.~~

~~15.12.5 It is the intention of the District to provide instruction and supervision by fully qualified sponsors in a variety of supplemental educational activities for students, subject to available funds. The supplementary schedule identifies certain~~

stipend-compensated activities. This does not mean that because an activity has been listed for a stipend payment that all schools will participate or take steps to participate in all activities. The following conditions must be met before any activity is implemented:

- The need for it has been established in advance by the Superintendent, principal and the staff;
- Specific duties and time commitment are identified in order to determine the level of compensation;
- It is an activity recommended by the principal and approved by the Superintendent

The principal shall be responsible for the conduct of the entire supplemental educational program within his/her school. Whenever any of the activities being conducted do not continue to meet the requirements of the school as determined by the site principal, such activities shall be discontinued at that school.

Stipend activity will be classified by four compensation categories based on level of effort as determined by the site principal. The compensation categories are as follows: A-\$500; B-\$1000; C-\$1500; D-\$2000. Payment will be made at the end of the activity unless such activity continues throughout the academic year. For such activities 50% of payment will be made at January 30 and June 30. Requisite taxes and benefits will be taken out of the gross stipend amount.

For activities not on the supplementary schedule, the principal and affected staff shall recommend to the District and Association inclusion of such new activity and a new or existing compensation category. Whether the activity should be added to the supplementary schedule shall be subject to the approval

of the District and the Association.

~~15.12.6 Substitution Coverage: Unit members who substitute any fraction of a~~

~~school day shall receive monetary compensation for the time of substitution. The school day will be divided into six student periods. The rate of compensation will be the greater of the stipend hourly rate or the unit member's personal hourly rate. Certificated personnel may substitute only during their prep periods. Participation is optional.~~

TA- 5/29/15 For SCTA
Summary
Randy E. Dannis
5/29/2015

For SCSD
Chap

ARTICLE 16
**HEALTH AND WELFARE
BENEFITS**

16.1 Health and Welfare
Benefits

16.1.1.1 Effective January 1, 2015, the caps shall be:

Single cap: \$9,000

Single + one cap: \$11,000

Family cap: \$ 11,000

16.1.1.2 Effective January 1, 2016, the caps shall be:

Single cap: \$9,270

Single + one cap: \$11,330

Family cap: \$ 11,330

16.1.1.3 Effective January 1, 2017, the caps shall be:

Single cap: \$9,548

Single + one cap: \$11,670

Family cap: \$ 11,670

16.1.2 Employees working half time or more shall receive a pro-rata share of the District allocation toward the benefits of their choice.

16.1.3 Cash in Lieu:

"Cash in lieu" means the option that employees hired prior to July 1, 2006, who received cash in lieu during the 2005-2006 school year have to decline all District provided health and welfare benefits and instead take \$5,000 in cash pursuant to the regulations of Internal Revenue Code section 125, Premium Conversion Plan. In

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order for the eligible employee to receive cash in lieu under the Section 125 Plan, the employee must show evidence of health benefits coverage.

16.1.4 "Cash back" means the difference between \$5,000 and the lesser cost of

health and welfare benefits provided to an employee by the District. To be eligible for cash back, the employee must be hired prior to July 1,

2006. This cash back shall be provided to the employee pursuant to the regulations of Internal Revenue Code section 125, Premium Conversion Plan. In order to continue to receive this benefit, employees who were provided medical benefits by the District during the 2005-2006 school year must continue to take the same medical benefit package that the eligible employee took in 2005-2006.

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16.1.1 [1]Health and Welfare Benefits set forth in Append ix B shall be made a part of this agreement. Effective on the dates set forth below, the District shall contribute a flat increase of \$2,000 towards these health and welfare benefits as follows:

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16.1.1.2 Effective January 1, 2015, the current caps shall be increased by an additional \$1,000 at each level, subject to section 16.1.1.3:

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Single cap: \$9,000

Single + one cap: \$11,000

Family cap: \$11,000

16.1.1.3 The \$1,000 cap increase provided in section 16.1.1.2 shall be effective January 1, 2015, only if additional revenue of \$175,000 is generated by one or a combination of both of the following conditions:

A . Revenue generated from the District's average daily attendance (ADA) is above 3,105 (which is equivalent to approximately 20 students above current budget assumptions) as of 10/31/14 as reflected in CBEDs to achieve the minimum \$175,000, and/or

B. The District's unrestricted ending balance as reflected in the 2013-2014 report of Unaudited Actuals exceeds the unrestricted ending balance set forth in the estimated actuals in the 2013-2014 Adopted Budget to achieve the minimum \$175,000.

It is understood that the additional revenue of \$175,000 may be met even if neither condition is satisfied in full, but the combination of the two conditions generates the additional revenue of \$175,000.

If the additional revenue of \$175,000 is met, as set forth above, the current caps effective January 1, 2015, would be:

Single cap: \$9,000

Single + one cap: \$11,000

Family cap: \$11,000

16.1.1.4 If the conditions set forth in section 16.1.1.3. are **not** met, the current caps set forth in section 16.1.1.1 shall nevertheless be increased by \$1,000 at each level effective July 1, 2015 to equal the caps set forth in section 16.1.1.2.

ARTICLE 17
RETIREMENT

*tentative Agreement
Jan 7, 2015*

17.0 Retirees

A retiree is a certificated employee who is at least 50 years of age, is retired from the San Carlos School District, and does not provide any district services other than those specified under the Early Retirement article.

- 17.1 Retirees and early retirees who have rendered service to the District may continue in the health and welfare program of the District by paying the same rate charged by the carrier(s) with a 5% per month service charge payable to the District, but in no event shall this charge be less than \$2.00 per month; during the time period, if any, during which the person qualifies for COBRA, the COBRA provisions shall prevail.

- 17.2 Employees retiring after reaching the age of 55, who have served 20 years in the District prior to retirement, shall be provided 100% of the fully-paid medical and dental insurance premiums for employee-only coverage. Teachers hired after July 1, 1992, will receive employee-only coverage after serving 25 years in the District.

- 17.3 District-paid coverage shall continue for maximum period of seven years or until employee becomes eligible for Medicare, or until employee's demise, whichever occurs first. After seven years or employee becomes eligible for Medicare, retiree may then apply for coverage under 17.1. The provisions of this paragraph are available for unit members retiring after July 1, 1992.

- 17.4 Retirees may elect to purchase dependent coverage at retiree's expense plus District service charge.

- 17.5 Although they are not employees, Retirees, or the Association on their behalf, may grieve alleged violations of this article by submitting a written grievance to the Superintendent or designee within 40 workdays of the act or omission of an act giving rise to the grievance. The grievance will then be deemed to be at Level Three.

*For SETA:
Sarah E. Amos
[Signature]*

*For SCSD:
[Signature]*

- 17.6 The District will offer the following supplemental retirement programs. A qualified employee may participate only in any one of these programs:

17.6.1 Reduced Work Load

- 17.6.1.1 The Board of Trustees may grant, on an individual basis, an opportunity for certificated employees to reduce their workload from full-time duties to no less than half-time duties. The employee, during such reduced employment, shall receive full-time retirement credit consistent with the provisions of Education Code §44922
- 17.6.1.2 A unit member must have reached the age of 55 years prior to reduced services employment. The unit member must have been employed full-time in the district for at least the preceding 10 years, pursuant to Education Code §44922.
- 17.6.1.3 A unit member shall be paid a prorated salary based on what would have been earned had the unit member not elected to exercise the option of reduced services employment and shall receive all rights and benefits consistent with the provisions of Education Code §44922.

17.6.2 Cash Out Retirement Plan – In Lieu of Golden Handshake

- 17.6.2.1 All teachers retiring from the District at or prior to age 60 after serving the District for at least 20 years will receive the following: A \$15,000 lump sum, \$5,000 payable each January over three years.

17.6.3 Early Retirement

The school district shall enter into a mutual agreement with certificated personnel desirous of entering early retirement. The following conditions are prescribed:

- 17.6.3.1 Early Retirement between ages 50 and 65 shall be purely voluntary on the part of the certificated personnel. A contract for educational ~~retiree employment services~~ would then be mutually agreed upon by the school district and the employee. No more

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than five percent (5%) of the unit members, who have not yet entered into the early retirement program, may enter the program each year. Should more than 5% apply for entrance into the early retirement program, entrance will be determined on the basis of seniority in the district. The total number in any given year is not to exceed eight unit members in the program.

17.6.3.2 A certificated person must have a minimum of 10 years of service in the San Carlos School District in a position requiring certification. A year of service is defined as working 75% of the workdays in a school year.

17.6.3.3 Persons opting and qualifying for this early retirement program shall be assured of annual contract for educational consultant services.

17.6.3.4 The contract for educational ~~retiree employment~~ services shall terminate at the end of the fifth consecutive school year, or at the end of the school year in which the employee reaches 65 years of age whichever comes first, unless affected by provisions in Paragraph 8 below.

17.6.3.5 The employee shall remain available to service up to 25 days per school year.

17.6.3.6 The daily compensation shall be \$200.00.

17.6.3.7 In order to be eligible for this educational ~~retiree~~ employment, the employee must retire from the school district ~~and comply with legally required waiting periods before commencing such employment. As of January 2015, this is 180 days following STRS retirement.~~

17.6.3.8 The contract may be terminated upon the mutual agreement of the employee and the school district. The employee will be paid at the daily rate of \$200 for the work completed prior to mutual agreement of the termination of the contract.

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17.6.3.9 The employee may not use sick leave accumulated prior to retirement.

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17.6.3.10 The provisions of the Retirement section of this article will also apply to early retirees providing service to the District.

17.6.3.11 Annually, by June 1, the Superintendent or his designee, and the retiree, shall attempt to reach mutual agreement on a contract. The retiree may utilize a SCTA representative in this contract process.

17.6.3.12 Applications for participation in the early retirement program must be made through the Superintendent's Office by February 1. Applications beyond this date may be approved by the Superintendent.

17.6.3.13 Options for less than 25 days per year of educational retiree employment service may be mutually agreed upon by the employees and the school district. The same daily compensation rate will apply.

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17.6.3.14 The employee shall be paid upon completion of services unless otherwise mutually agreed upon.

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17.6.3.15 When an early retiree leaves the program, the retiree becomes a retiree with all the rights and privileges granted that group.

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17.6.3.16. Although they are not unit members, early retirees, or the Association on their behalf, may grieve alleged violations of the Retiree section of this article by submitting a written grievance to the Superintendent or designee within 40 workdays of the act or omission of an act giving rise to the grievance. The grievance will then be deemed to be at Level Three.

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17.7 The provisions of this Article shall be implemented in compliance with all relevant laws and regulations, including in areas such as STRS, PERS, and employment versus independent contractor.

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TENTATIVE AGREEMENT

ARTICLE 19 JOB SHARING

JAN. 7, 2015

19.0 Definition

19.0.1 Job sharing shall refer to two permanent unit members sharing one assignment.

- 19.1 A job share may only be granted to currently employed unit members who have jointly requested to collaborate in a shared classroom setting and provide a coherent learning experience for all students in that class. No job sharing may be administratively mandated for any reason.

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- 19.2 Responsibilities of an assignment by two job sharers may be divided and/or allocated according to a plan designated by job sharers, with the concurrence of their immediate supervisor. This shall include, but not be limited to, regular attendance at staff meetings, District meetings, parent conferencing, IEP/504/SST student meetings, etc.

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- 19.3 Job sharing unit members shall be placed appropriately on the teacher's salary schedule, receive one step increment for each year of service, be given appropriate added increments for advanced degrees or longevity, and receive that same pro rata District-paid fringe benefits provided a full-time member. Job-share absences will be covered by the job-share partner whenever feasible to maintain consistency for students.

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- 19.4 A job sharer who has been a full-time staff member and who wishes to return to a full-time assignment in the subsequent year, must so inform the Superintendent by January 20. The District shall return a job sharer to a full-time assignment with notice by June 1. If a transfer must take place, the transfer policy shall apply.

- 19.5 Unit members requesting a job share, whether a new request or a renewal, must submit a written request by January 20 of each year. Any such request requires the approval of the Superintendent in order to initiate or continue a job share arrangement.

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FOR SCDA:
Sarah E. Amis
[Signature]

FOR SCSD:
[Signature]
[Signature]

for SETA: Sarah E. Amos 2/23/2015
Summary

For SCSD: [Signature] 2/23/15

ARTICLE 21

LAI D OFF EMPLOYEES

21.0 Any permanent or probationary unit who has been released from employment for reasons other than disciplinary or incompetency pursuant to formal layoff process under the Education Code will be defined as a laid off employee.

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21.1 A laid off employee shall have the option to continue in the District's health and welfare program at their own expense for up to three (3) years provided the fringe carrier agrees. There will be no monthly service charge to the laid off employee. Employees given preliminary notice of possible layoff shall be provided up to an additional five (5) personal necessity days for the purpose of attending job interviews.

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21.2 The Association will be given a seniority list of laid off employees within five (5) work days after preparation.

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21.3 Although they are not employed, laid off teachers on the statutory 24 or 39 month reemployment list, or the Association on their behalf, may grieve alleged violations of this article by submitting a written grievance to the Superintendent or designee within 40 workdays of the act or omission of an act giving rise to the grievance. The grievance will then be deemed to be at Level Three.

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for SETA: Sarah E. Amos 7/23/15


For SCSD:  2/23/15

ARTICLE 22

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STAFF DEVELOPMENT AND INSTRUCTION PROGRAM

~~22.0~~—The District shall implement two (2) staff development days which are included in the teachers' work year.

~~22.1~~—The dates of these programs shall be mutually agreed to.

In SCA: Sarah E. Amund 2/23/15
Sonny

For SCSD: CIP 2/23/15
H. Min

ARTICLE 23

CONTRACT VARIANCE

- 23.1 A school site may establish exceptions for itself to a provision of this Agreement by meeting all the following requirements:
- 23.1.1 The certificated staff at the site must attempt to reach a consensus on the proposed exception. If consensus cannot be reached, then 70% of the certificated staff must support the proposed exception.
 - 23.1.2 The exception to the contract must be reduced to writing, including a precise description of the replacement concept, and a specific expiration date for the exception.
 - 23.1.3 Following approval by consensus or 70% vote, this proposal shall be submitted to the SCTA President and District Superintendent for review.
 - 23.1.4 The Association President will present the variance plan to the Executive Board for approval. The District Superintendent will present the plan to the Board of Education.
 - 23.1.5 Upon review of the variance plan by both parties as presented above, the plan will be implemented according to its provision.
 - 23.1.6 In the event the proposal is not passed by either or both parties, the faculty at the participating school may amend and resubmit the proposal following the procedures above.
- 23.2 The provisions of this Article do not apply to the consultation set forth in section 13.0 (Class Size).

For SCSD:

Cup 5/11/2015

For SCSD:
Sarah E. Amos 5/11/2015
Sherry

ARTICLE 24

(Delete this Article)

PEER ASSISTANCE AND REVIEW PROGRAM

24.1 Purpose of the Agreement

~~The parties desire to establish and maintain a program, pursuant to education Code section 44500 et seq., to provide assistance to permanent teachers employed by the District who are in need of assistance to subject matter knowledge or teaching skills. This program shall herein be entitled the Peer Assistance and Review Program (sometimes referred to as PAR, or the Program).~~

24.2 Joint Panel

~~24.2.1 The Peer Assistance and Review Program will be administered by a Panel, which shall consist of 3 members, 1 of whom will be selected by the District, and 2 of whom shall be classroom teachers and selected by a vote of all certificated employees as coordinated by the Association. The Panel will be chaired in the first year by a Teacher Representative, and in the following year by a member selected by the District. The chair will thereafter rotate on an annual basis between Association and District members.~~

~~24.2.2 Association members of the Panel shall receive release time to perform their duties. The Panel shall meet at times and places as they shall determine. In no event shall the Panel meet less than 4 times in a given school year.~~

~~24.2.3 The initial term of service for teacher Panel members shall be staggered as follows: 1 two-year term, and 1 three-year term. The District Panel members and all subsequent teacher members shall serve for three years. All actions of the Panel shall be approved by an affirmative vote of at least 2 members. The District shall designate a secretary to provide secretarial and clerical support to the Panel.~~

~~24.2.4 The responsibilities of the Panel shall include the following:~~

~~24.2.4.1 Selecting Consulting Teachers and providing for their training.~~

~~24.2.4.2 Reviewing reports prepared by Consulting Teachers.~~

~~24.2.4.3 Making recommendations to the Governing Board of the District concerning Participating Teachers, including forwarding the names of participants to the Governing Board prior to April 15th of each school year who, after sustained assistance, are not able to demonstrate satisfactory improvement.~~

~~24.2.4.4 Preparing an annual review of the impact of the Peer Assistance and Review Program, including recommendations for improvement.~~

~~24.2.4.5 Preparing written guidelines for Consulting Teachers and their activities.~~

~~24.2.4.6 Determining the number of Consulting Teachers in any school year, based upon participation in the PAR Program, the budget available and other relevant considerations.~~

~~24.2.4.7 Preparing a proposed budget for the PAR Program to be submitted to the District's Governing Board. This budget will reference and enumerate all expenses related to the Program, including training expenses, any stipends or other compensation received by Panel members or Consulting Teachers for performing their duties.~~

~~24.2.4.8 Other such incidental duties as may be needed to carry out the functions enumerated above, including the establishment of rules to guide its deliberations.~~

~~24.3 — Consulting Teachers (CT)~~

~~24.3.1 Selection:~~

~~The PAR Panel shall appoint "Consulting Teachers" who will assist participants in the Peer Assistance and Review Program.~~

~~A Consulting Teacher shall have the following minimum qualifications:~~

~~24.3.1.1 A permanent teacher of the District with at least a MA or a BA+60 units and have substantial recent classroom~~

~~experience, exceptions to this requirement will be agreed upon by majority vote of the Panel members;~~

~~24.3.1.2 Demonstrated exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.~~

~~24.3.2 District teachers may apply for a consulting teaching position by way of application, on a form prepared by the Panel. Notice of an opening, based on a decision of the Joint Panel, shall be posted at each school site for at least ten (10) school days. The Panel shall then solicit the confidential assessment of the applicant from the principal administering the site at which the candidate is currently assigned. Candidates must also submit two letters of recommendation, with at least one from a classroom teacher at a site where the candidate has worked. Based on a review of the application and the assessment of the principal, the Panel will select candidates for an interview. Part of the interview process shall include the observation of each candidate at least once by at least one Panel member.~~

~~The term for Consulting Teachers shall be three (3) years.~~

~~24.4 — Participating Teachers (PT) And The Program~~

~~24.4.1 Methods of Participation:~~

~~Teachers may be referred to the Peer Assistance and Review Program in one of two ways: By receiving an unsatisfactory performance evaluation or by voluntary self-referral by the teacher. All teachers referred to this Program involuntarily shall not be eligible for voluntary transfer or voluntary reassignment while they remain in the Program. A teacher who has entered the Program voluntarily may be involuntarily placed in the Program in the event the teacher receives an unsatisfactory evaluation.~~

~~24.4.2 As soon as practicable after referral to the Program, the Participating Teacher will be assigned a Consulting Teacher. The Consulting Teacher will then arrange a meeting, to be attended by the Consultant, the principal of the Participating Teacher, and the Participating Teacher. The employee's performance will be discussed as well as recommendations for improvement. Based on these discussions, the Consulting Teacher and Participating Teacher will prepare a written Assistance Plan which will list the goals and objectives for improvement. The Panel will review and approve said plan, and provide such modifications to the plan as is necessary.~~

~~24.4.3 Thereafter, the Teaching Consultant shall prepare progress reports for the Panel in intervals of not less than thirty (30) school days and shall appear before the Panel on a regular basis to discuss the progress of the Participating Teacher. The principal of the teacher may also be called to provide an assessment. The written Progress Reports shall be on forms approved by the Panel and shall, at a minimum, include an assessment as to whether the Participating Teacher is making satisfactory progress toward the standards for the California teaching profession and whether continued assistance is necessary.~~

~~24.4.4 For Teachers who have been referred to the Program involuntarily, the Consultant shall prepare a Final Report by April 1st, which will detail, among other things, the progress made by the Participating Teacher and the current skill level of the Participating Teacher. The Final Report shall address the outcome of the assistance given to the Participating Teacher while the Participating Teacher is in the Program. All progress reports and the Final Report shall be made available for placement in his or her personnel file, and may be used in the evaluation of the Participating Teacher. A copy of the Final Report shall be submitted to and discussed with the Participating Teacher to receive his or her input and signature before it is submitted to the Panel. The Participating Teacher shall have the right of reply to all Progress Reports as well as~~

~~the Final Report and said reply shall be appended to the report. The Final Report may be used by the District in any personnel decisions or proceedings regarding the Participating Teacher. The Final Report shall be forwarded to the Governing Board on or before April 15th. Nothing herein shall be interpreted as limiting the authority of the Governing Board to institute any form of discipline, for example dismissal, of the Participating Teacher at any time.~~

~~24.4.5 It is anticipated that a Participating Teacher will stay in the PAR Program no more than twelve (12) months. However, Participating Teachers may, under special circumstances, remain in the Program for a total of eighteen (18) months, upon a majority vote of the Panel.~~

~~24.4.6 Documents generated by Consulting Teachers and Panel Members regarding specific Participating Teachers as part of the assistance process set forth in this Agreement shall be deemed personnel records and shall remain confidential to the extent required by law such as a subpoena by the Court. The District reserves the right to such documents in subsequent disciplinary actions against Participating Teachers.~~

~~24.4.7 Individuals who voluntarily participate in the Program shall not have any material generated as a result of said participation placed in their personnel files. The Progress Reports and other documents shall be sealed and remain confidential and viewed only by Consulting Teachers and Panel members who need such documents to assist the participating member at a later date in the Program.~~

~~24.4.8 The District shall defend and hold harmless individual Panel members and Consulting Teachers from any lawsuit or claim arising out of the performance of their duties under this Program as provided by the California Government Tort Claims Act.~~

~~24.4.9 These provisions are not subject to the grievance procedure contained within the Collective Bargaining Agreement between these parties, nor to any grievance procedure contained within Board Policies or District~~

~~Regulations. The PAR Panel shall address any complaints or issues raised by the Participating Teachers or the Consulting Teachers.~~

~~24.4.10 Functions performed pursuant to this Article by bargaining unit employees shall not constitute either management or supervisory functions.~~

~~24.5 — Revenue Limits~~

~~Pursuant to 24.2.4.7 above, the Joint Panel shall establish a proposed budget for the Program which shall be forwarded to the District's Governing Board. The initial budget for the 2000-2001 year is \$22,400. Expenditures for the Program and/or the Program's budget, shall not exceed funds made available through the passage of AB1x and/or any follow-up legislation.~~

~~24.6 — Program Cessation~~

~~The PAR Program will cease to exist upon the earlier of the following:~~

~~24.6.1 The contract between the District and the SCTA expiring; or,~~

~~24.6.2 Funding for the PAR Program no longer being appropriated by statute or regulation.~~

~~24.7 — Other Related Programs~~

~~The District will continue to administer the existing District Mentor Program and New Teacher Program. This Agreement will have no impact or affect on these other programs, and funds designated for these other District programs are not subject to this agreement or inclusion in the PAR program. District Mentor Program and New Teacher Program that affects unit members' selection, working conditions, and compensation shall continue as established by the District as per Education Code and District policy. Any proposed changes to these practices shall be brought to negotiations.~~

For SCSD:

[Handwritten signature]

In scsd: *[Handwritten signature]*
5/27/2015 *[Handwritten signature]*

ARTICLE 25

COMPLETION OF MEET AND NEGOTIATE

25.0 The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties hereto. The terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written amendment executed according to the provisions of this Agreement. This Agreement terminates and supersedes those past practices, agreements, procedures, traditions and rules or regulations inconsistent with any matters covered herein. However, existing policies, rules, regulations, practices and procedures which are consistent with this Agreement are not modified. The parties agree that during the negotiations which culminated in this Agreement, each party enjoyed and exercised without restraint, coercion, intimidation, or other limitation, the right and opportunity to make demands and proposals and counterproposals with respect to any matters covered herein.

25.1 During the term of this Agreement, **except as specifically provided in Article 1 (Agreement) section 1.3**, the District and the Association expressly agreed that they shall not be obligated to meet and negotiate with respect to any subjects or matters whether or not referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this **a Agreement**, and even though such subjects or matters were proposed and later withdrawn. However, the parties by mutual agreement, may negotiate any matter within the scope of negotiations. All matters not specifically enumerated within the provision of this **contract Agreement** shall be deemed to be the sole decision of the Board of Trustees.

To be
replaced
with
signature
page

~~IN WITNESS WHEREOF, the parties hereto have set their hands and seals this~~
~~__ day of __, 2015.~~

~~FOR THE ASSOCIATION~~

~~FOR THE BOARD~~

JULY 2015						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

4 Fourth of July Holiday

AUGUST 2015						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

19-20 Staff Development
 21,24,25 Teacher Work Days
 TBD Staff Back To School Breakfast
 26 First day of school (minimum day)

Instructional Days = 4

SEPTEMBER 2015						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

7 Labor Day Holiday

Instructional Days = 21

OCTOBER 2015						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

12 Local Holiday (no school for students or staff)

Instructional Days = 21

NOVEMBER 2015						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

11 Veterans Day
 20 End of First Trimester
 23-27 Thanksgiving Vacation

Instructional Days = 15

DECEMBER 2015						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

18 Last Day Before Break (minimum day)
 21-31 Winter Vacation

Instructional Days = 14

JANUARY 2016						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

1 New Year's Day
 1-3 Winter Vacation
 18 M.L. King Jr. Day

Instructional Days = 19

FEBRUARY 2016						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29					

15-19 Presidents' Week Vacation

Instructional Days = 16

MARCH 2016						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

11 End of Second Trimester

Instructional Days = 23

APRIL 2016						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

4-8 Spring Vacation

Instructional Days = 16

MAY 2016						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

30 Memorial Day Holiday

Instructional Days = 21

JUNE 2016						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

14 Last day of school (Minimum day) & End of Third Trimester
 15 Teacher Work Day

Instructional Days = 10

For District: *Cup* *4/23/15* *MDPignaus*

In SERA: *Agah E. Arman* *4/23/15* *Sunny*

SAN CARLOS SCHOOL DISTRICT | 2016-2017 CALENDAR

JULY 2016						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

4 Fourth of July Holiday

AUGUST 2016						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

17 & 18 Staff Development

19, 22, 23 Teacher Work Days

TBD Staff Back To School Breakfast
24 First day of school (minimum day)

Instructional Days = 6

SEPTEMBER 2016						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

5 Labor Day Holiday

Instructional Days = 21

OCTOBER 2016						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

10 ~~Columbus Day~~ *Local* *Ken* *OK*
Holiday

Instructional Days = 20

NOVEMBER 2016						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

11 Veterans Day Holiday

18 End of First Trimester

21-25 Thanksgiving Vacation

Instructional Days = 16

DECEMBER 2016						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

22 Minimum Day
23 - 30 Winter Vacation

Instructional Days = 16

JANUARY 2017						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

1 New Year's Day

2-6 Winter Vacation

16 M.L. King Holiday

Instructional Days = 16

FEBRUARY 2017						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

20-24 Presidents' Week Vacation

Instructional Days = 15

MARCH 2017						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

10 End of Second Trimester

Instructional Days = 23

APRIL 2017						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

10-14 Spring Vacation

Instructional Days = 15

MAY 2017						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

29 Memorial Day Holiday

Instructional Days = 22

JUNE 2017						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

14 Last day of school (Minimum day) & End of Third Trimester

15 Teacher Work Day

Instructional Days = 10