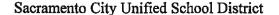
#### Tentative Agreement

#### Between





#### Sacramento City Teachers Association February 6, 2024

In furtherance of continued efforts to establish a more cooperative and constructive approach to labor relations, the Sacramento City Unified School District (SCUSD and the Sacramento City Teachers Association (SCTA) hereby agree as follows:

- 1. This Agreement consists of and incorporates the terms of the following Tentative Agreements: Article 8 (Transfers), Article 12 (Compensation), and Article 17 (Class Sizes).
- 2. This Agreement also incorporates those terms of the February 6, 2024 Settlement Agreement between the District and SCTA to the extent the terms of that Agreement expand on or further define terms of Articles 8, 12, and/or 17. In addition, the discussions between the District and SCTA related to the February 6, 2024 Settlement Agreement, exclusive of privileged communications between the parties and their respective counsel, are part of the bargaining history and record relevant to this Agreement.
- 3. Unless otherwise noted, the changes made to Article 8 will be implemented as part of the District's hiring efforts, upon approval by both parties. Unless otherwise noted, the changes made to Article 12 will take effect for the 2023-2024 school year. Unless otherwise noted, changes to Article 17 will take effect for the 2024-2025 school year.
- 4. This Agreement completely resolves negotiations for the 2023-2024 and 2024-2025 school years. All other terms of the Collective Bargaining Agreement shall remain in full force and effect, except as modified by the terms of the Tentative Agreements referenced in Paragraph 1 of this Agreement. The Collective Bargaining Agreement will be extended through June 30, 2025.
- 5. Consistent with Paragraph \_\_\_\_ of the Tentative Agreement on Article 12, Paragraph 13.18 (B) of Article 13 (Health Benefits) shall be amended as follows:
  - B. Pay as You Go and Additional Pre-funding: In addition to continue pay the monthly/annual costs of health insurance benefits for eligible retirees (pay as you go), the District will contribute an additional one and one half percent (1.5%) of the total payroll for bargaining unit employees which shall be placed in the jointly administered GASB fund. The contribution, which shall occur on or before January 1 of each year, shall be calculated on the total payroll for bargaining unit certificated employees in the preceding fiscal year, which ends June 30th. The District may suspend this payment if in the preceding year, the District ends the year in an operating deficit, as established in the annual audited financial statement, or if the budget is in qualified status.



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Although Article 13 is not currently open in these reopener contract negotiations, the Parties agree that this change will be incorporated into Article 13 to reflect the Parties agreement to make the above change as part of the negotiations on Article 12 (Compensation).

The Parties further acknowledge that the savings achieved by this change were used to increase the across-the-board increase in 2023-24 from 4% to 6%.

- 6. This agreement will be implemented upon approval and/or ratification by both parties.
- 7. The District agrees that retroactive payments due to employees will be provided by no later than ninety (90) days of approval by both parties.

For SCTA

Nikki Milevsky, Presiden

For SCUSD

Lisa Allen, Interim Superintendent

1/12/24

#### Sacramento City Teachers Association Counterproposal from SCUSD

#### November 6, 2023

#### ARTICLE 8 – TRANSFERS

#### 8.1 <u>DEFINITION</u>

- 8.1.1 **A VOLUNTARY TRANSFER** is one which is initiated upon application of the employee and involves either a change in assignment from one school or administrative unit to another or a change in classification within the bargaining unit.
- 8.1.2 An **INVOLUNTARY TRANSFER** is one which is initiated by the administration and involves a change in assignment from one (1) school or administrative unit to another without a change in classification.
- 8.1.3 For the purposes of this Article, a **VACANCY** is any new or existing opening among those positions for which a member of the bargaining unit may be considered for transfer.
- 8.1.4 **SENIORITY**, as referred to in this Article, shall be based on years of service to the District and shall apply to all members of the bargaining unit regardless of classification or position held. A year of experience must represent not less than seventy-five percent (75%) of the days of required full-time service; although semesters will be added together, even if in separate school years, in computing years of service.
- 8.1.4.1 In instances where there has been prior certificated service in the District, years of service in the District shall be determined by using the date on which the teacher most recently joined the District, and then backdating the anniversary date by the number of years previously served (based upon cumulative semesters during which the teacher served 75% or more of the time). In no case shall the anniversary date be earlier than the first required day of service in that school year.
- 8.1.4.2 Certificated service in the children's center shall count toward total District seniority, but the seniority is only applicable in the program where the certificated person is currently employed.
- 8.1.5 A COMPELLING REASON is defined as the need to meet credential and legal requirements, or special qualifications which can be documented.
- 8.1.6 A TEMPORARY Employee as referred to in the Application and Placement section of this Article is one who is employed on a temporary certificated contract which includes the master contract entitlements for health and welfare benefits, salary, and sick leave.
- 8.1.7 A SEVENTY-FIVE PERCENTER as referred to in the Application and Placement section of this Article is one who was employed in a temporary certificated position or who has been serving as a long-term substitute performing all of the duties of a regular teacher for at least seventy-five percent (75%) of the days school was in session in the most recent school year.
- 8.1.8 A **NEW OFFER** as referred to in the Application and Placement section of this Article is one who has been offered a certificated contract with the District for the next school year.
- 8.1.9 A **NEW APPLICANT** as referred to in the Application and Placement section of this Article is one who is not currently employed in a certificated position in the District but one who applies for a position in the District.

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NN	8.1.10	A LONG TERM SUBSTITUTE as referred to in the Application and Placement section of this Article is a substitute who the District anticipates will remain employed for more than 90 consecutive work days and who is so informed by the District at the time of hiring or at the time of change from day-to-day substitute status.
	8.1.11	A <b>DAY-TO-DAY SUBSTITUTE</b> as referred to in the Application and Placement section of this Article is a substitute who is hired as needed to fill a certificated position.
	8.1.12	IN-DISTRICT PERMANENT PERSONNEL as referred to in the Application and Placement section of this Article are those who have gained tenure in the District; or in the case of application for positions to be filled in the next school year, persons who will gain tenure the beginning of that next school year.
	8.1.13	<b>IN-DISTRICT PROBATIONARY PERSONNEL</b> as referred to in the Application and Placement section of this Article are those in probationary status except as referred to in 8.1.12.
	8.1.14	In-District training program participant are current participants in credential training programs including student teacher, intern, teacher residency, classified-to-credential programs. [ok]
	8.2	GENERAL PROVISIONS
	8.2.1	No teacher shall be transferred nor denied a transfer request arbitrarily, capriciously or without basis in fact.
	8.2.2	Applications for voluntary transfer may be filed whenever a Notice of Vacancy is posted by the District. Application forms for transfer shall be available online or in the Human Resources Office. No classroom teacher may voluntarily transfer August 15 <sup>th</sup> to September 30 <sup>th</sup> for a position during the current school year, unless such a position would enable the applicants to change their FTE status or change their job classification. (District okay)
	8.2.3	If an applicant is not selected for a specific position for which he/she applied, school site or administrative unit shall, upon written request, provide the applicant with a written statement of the reasons therefore.
	8.2.4	Any teacher may submit an application for transfer at any time directly to the Human Resources Office without being required to notify or receive approval from the building principal or other administrator in charge.
	8.2.5	Application for transfer to any type of position or location shall be made to the Human Resources Office on forms provided for this purpose. Verification of the receipt of application can be obtained in person or by email from the Human Resources Office. [ok]
	8.2.6	If a teacher requests an interview with the Human Resources Office, or if the District desires an interview, it will be scheduled.
	8.2.7	If a teacher desires to be considered for future vacancies a new application for transfer must be filed with the Human Resources Office as each new vacancy is posted.

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The teacher shall be transferred to a position which is consistent with major(s), minor(s), experience,

All transfer applicants, upon receipt of the offer of a position shall respond by 4 p.m. of the next business

day. Within this time constraint, the person may request information regarding the status of any other position(s) for which he/she applied, and the Human Resources Office shall comply with such request.

certification, qualifications, and insofar as possible, with desires and interests of the teacher.

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Je Co	8.2.10	If an applicant fails to accept or respond to a tentative assignment, or when all available means of communications prove unsuccessful in contacting that applicant, the Human Resources Office may proceed to the other referred applicants.
NIM	8.2.11	Any teacher transferred during the times that schools are in regular session shall be provided one (1) non-teaching day prior to the beginning of the new assignment for the purpose of relocation, orientation and lesson planning.
10	8.2.12	No teacher shall be involuntarily transferred more than once during any one (1) school year.
	8.2.13	Full-time probationary personnel may apply for a voluntary transfer. [ok]
	8.2.14	All positions filled by a person on a temporary contract, on a limited term assignment, or long term substitute which are to be continued, shall be declared vacant the last day of the second semester and shall be made a part of the vacancy list for Step 1 placements unless the position is being held for a permanent teacher on leave or a limited term assignment who has return rights.
	8.2.14.1	If the termination date of the limited term assignment is extended during the school year the assigned teacher shall continue in the position unless there is a need for a surplus teacher to be placed in the position.
	8.2.15	No regular position shall be reserved as a limited term assignment in excess of one (1) school year, while a teacher is voluntarily filling another assignment.
	8.2.16	Positions involving classifications other than classroom teacher and/or positions which provide additional pay shall be filled as per Step 1 criteria except that posting and placement may occur throughout the year. Any other qualifying position(s), or any new position(s) created by the District or any changes in existing job specifications which would be controlled by this section must be mutually agreed to by the District and the Association. These positions include the following: Counselor, Program Specialist, Vocational Specialist, Department Chairperson, Librarian, Psychologist, Resource Specialist, School Social Worker, Student Activities Advisors, Training Specialist.
	8.2.17	In order to provide services for students with limited English proficiency ("LEP students"), positions which an approved school plan defines as requiring specialized Bilingual credential services to LEP students will be filled in the following manner:
	8.2.17.1	Prior to Step 1, the new, created or open positions in the District and schools requiring teachers holding Bilingual credentials for the following school year will be identified for posting and made known to SCTA upon its request. The District will determine the type of credential(s) required for each position.
	8.2.17.2	All such positions shall be posted with their requirements, and shall be filled in accordance with the procedures of Steps 1 and 2.
	8.2.17.3	Teachers with LDS or SB 1969 certification and those in a verifiable continuous training program for a Bilingual or CLAD certificate(s), the length of which training program shall be as approved in the District's Plan to Remedy, but not require a period of less than two years, and whose continued progress in that training program is documented, shall be considered equal to CLAD/BCLAD credentialed teachers except that among such a group seniority shall prevail.

No teacher unit member may voluntarily transfer more than once each fiscal/school year (July  $1^{\rm st}$  to June

The District and SCTA will collaborate on a teacher recruitment and review process to increase the

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quality of teacher applicants.



#### NOTICES OF VACANCIES

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

- After internal assignment changes, if any, vacancies for the ensuing year shall be identified and reported to the Human Resources Office and SCTA by site/program administrators in sufficient time to meet the posting timelines. Exceptions may be made for extenuating circumstances which can be documented.
- 8.3.1.2 To assist in early staffing, any unit member who submits his or her retirement or resignation prior to February 1 for a retirement or resignation effective at the end of that same school year, shall be paid a one-time stipend of fifteen hundred dollars (\$1500) upon Board acceptance of the retirement or resignation. By mutual agreement, the parties may agree to increase the retirement/resignation incentive. Additionally, the District and SCTA agree to the following efforts based on mutual agreement for retirees and resignees:
  - a. A program that provides for substituting opportunities at the teacher's last site(s) for the purpose of continuity and in-servicing and provisioning of new teachers.
  - b. A program of recognition.
  - c. Development of appropriate information regarding STRS, health benefits, and other matters.
- 8.3.2 All notices of vacancies shall be prepared as soon as possible after vacancies and positions are known, with the exception that vacancies that become known and available as a result of early retirement/resignation notice set forth in 8.3.1.2 will be posted on February 15<sup>th</sup>. Each notice shall be advertised by Human Resources Office in the following ways:
  - Post on the District website
  - Email to the designated Association representative(s)
  - Email to teachers
- 8.3.3 Except for surplus teacher placement, and contracted teachers unassigned by **July**1, no vacancy can be filled as a regular assignment during Steps 1 and 2 until it has been advertised in accordance with established procedures. [ok]
- 8.3.4 Notices of Vacancies will be numbered in the order of issuance.
- 8.3.5 Any modification to a Notice of Vacancy shall require a new posting and cancellation of any commitments based on the previous Notice of Vacancy.
- 8.3.6 A listing of positions filled shall be provided to the SCTA on the first and fifteenth of each month.

#### 8.4 INVOLUNTARY TRANSFERS (SURPLUS)

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

Surplusing may occur for the following reasons:

a. Over staffing at school sites (Surplus Personnel).

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Reduced funding in special programs.

- c. The termination of an LTA position or special funded position for a regular permanent teacher who has no immediate return rights to a position, classification or a designated position.
- 8.4.2 Before declaring anyone surplus, it shall be determined if there is a volunteer with the proper credential in the area being surplused who is teaching in that area and who is willing to accept surplus status. Written and email notification shall be sent to all affected staff requesting any volunteers prior to the least senior teacher being identified by the Human Resources Office. If more than one teacher volunteers for surplussing, the most senior volunteer shall be selected.
- 8.4.2.1 Teachers who are projected to teach in year-round schools may voluntarily declare themselves surplus at that school for the following school year if the declaration is placed in writing to the site administrator by February 1st. Such persons shall then be treated as all other involuntary surplus persons.
- 8.4.2.1.1 Teachers must declare their intention to self-surplus by March 15<sup>th</sup>. With the exception of teachers who have self-surplussed within the previous three (3) school years, or a teacher who is currently in a performance improvement plan, teachers may elect to self-surplus. Teachers who have self-surplussed within the previous three (3) years, or a teacher who is on a performance improvement plan may self-surplus with the approval of the District. Unless otherwise agreed by the District and the Association, self-surplussing will be limited to no more than seven (7) teachers per school year. If more than seven (7) teachers elect to self-surplus, eligibility will be determined in seniority order. Said teacher shall be placed.
- In any elementary school or administrative unit where a surplus exists, the principal or other administrator in charge shall identify the teachers to be declared surplus. Unless there are compelling reasons for doing otherwise, the site administrator shall declare surplus the individual with the least District seniority.
- 8.4.4 In any secondary school or administrative unit where a surplus exists, the principal or other administrator in charge shall identify the teachers to be declared surplus. Unless there are compelling reasons for doing otherwise, the site administrator shall declare surplus the individual with the least District seniority in the subject area of the position declared surplus.
- 8.4.4.1 If the teacher who is declared surplus has served in another subject field within the previous five years, or has a major or minor in another subject field, the teacher may choose to be compared in any of those fields on the basis of District seniority for surplus declaration.
- 8.4.5 If the site administrator declares surplus an individual other than the one with the least District seniority, the site administrator shall immediately place in writing the reasons for such decision and transmit them to the Human Resources Office and to the teacher(s) involved.
- Whenever two (2) or more persons have the same seniority ranking, the person to be declared surplus shall be determined by the casting of lots. Such casting of lots will take place in the presence of all persons who have the same seniority ranking and who could be affected by this process.
- 8.4.7 The Human Resources Office shall provide written notice and email notice to teachers subject to involuntary transfer, stating the nature of the transfer with reason therefore, and informing them of their right to a meeting with the District representative if the teacher so requests.
- Within a four-year period, teachers who have been declared surplus from a regular position shall have preference in returning to the school from which they have been surplused. Teachers may complete the application any time during the four (4) year period commencing on their involuntary surplus date (July 1).

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

- When the number of elementary counselor positions is reduced in a non-lay off situation (school closure, consolidation, or overstaffing), the least senior elementary counselor(s) who is/are credentialed and experienced as a classroom teacher will be declared surplus and placed in the surplus teacher pool.
- 8.4.9.1.1 If the surplus elementary counselor is credentialed and experienced at the secondary level he/she may choose to be compared on the basis of seniority with secondary counselors.
- When the number of secondary school counselor positions is reduced in a non-layoff situation (school closure, consolidation, or overstaffing), the least senior secondary counselor(s) who is/are credentialed and experienced as a classroom teacher will be placed in the surplus teacher pool. The vacancy(ies) created will be filled by the more senior counselor(s) unassigned as a result of the surplus.
- 8.4.9.2.1 If the surplus secondary counselor is credentialed and experienced at the elementary level he/she may choose to be compared on the basis of seniority with elementary counselors.
- 8.4.9.3 **Vocational Specialists:** When the number of vocational specialist positions is reduced in a non-layoff situation (school closure, consolidation, or overstaffing), the least senior vocational specialist who is credentialed as a counselor and experienced as a counselor shall replace the least senior secondary counselor who has less seniority than the vocational specialist and who is credentialed and experienced as a classroom teacher. This counselor shall then be declared surplus.
- 8.4.9.4 **Psychologists:** When the number of psychologist positions is reduced in a non-layoff situation (school closure, consolidation, or overstaffing), the least senior psychologist who is credentialed as a counselor and experienced as a counselor or classroom teacher shall replace, depending on credential and experience, the least senior elementary or secondary counselor who has less seniority than the psychologist and who is credentialed and experienced as a classroom teacher. This counselor shall then be declared surplus.
- 8.4.9.5 Social Workers: When the number of social worker positions is reduced in a non-layoff situation (school closure, consolidation, or overstaffing), the least senior person(s) shall be given the opportunity to replace, depending on their credential and experience, the least senior elementary or secondary counselor who has less seniority than the social worker and who is credentialed and experienced as a classroom teacher. This counselor shall then be declared surplus.
- 8.4.9.7 Other non-teaching certificated positions are not to be covered by this section.
- 8.4.9.8 This section shall not preclude administrative transfers under Section 8.7 et seq. of this Article.

#### 8.5 APPLICATION AND PLACEMENT

#### 8.5.1 Step 1 - Unit Member Priority Period (February 1 to March 31)

Step 1 shall begin on February 1<sup>st</sup> and shall conclude on March 31. Any position that was posted February 1<sup>st</sup>- or after but before an March 31 shall be part of Step 1. Vacancies that the District was made aware of prior to February 1<sup>st</sup> which occurred during the current school year, shall be included during Step 1. Available positions shall be as a result of One Stop staffing Budget Development Process for staffing, retirement/resignations notices and any other reasons for which vacancies exist. The District shall complete the One-Stop staffing process Budget Development Process for staffing by no later than February 1st so that those positions may be included the Step 1 process.

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of the time of year.

By no later than January 15th, the district will provide SCTA with the enrollment projections for the following year completed by the district and enrollment projection completed by any outside consultant the district might employ to make enrollment projections including a list of underlying assumptions used in such projections.

Upon completion of the Budget Development Process for staffing, the District shall meet with SCTA to discuss potential adjustments to staffing for the subsequent school year, taking into consideration making every effort to avoid split classes and concapping, the District's budget, and overall student needs. The District representatives shall include representatives from the Budget Office, the Academic Office and the Human Resources Office. In advance of the meeting, the District will provide the following information to SCTA:

- the current enrollment and staffing grid, broken down by school site, enrollment and grade level:
- the projected enrollment and staffing for the subsequent school year, broken down by school site, enrollment and grade level;
- any updated enrollment projections, including projections provided by outside consultants; the resulting changes in staffing allocations including positions added and closed made in the the Budget Development Process to school sites as a result of the enrollment projections and budget. Any subsequent vacancies occurring after March 31 will be made available to remaining surplus teachers under Step 1 B below. If it is determined that a position has been hidden to avoid its inclusion in the Step 1 process, the position will be posted and awarded according to the step 1 procedures set forth in this section, regardless

For Step 1 "qualified applicants" are defined as bargaining unit, in-District, permanent and surplus personnel, including probationary employees. For Step 1, "additional applicants" or "additional teacher applicants" are defined as temporary, seventy-five percenters, new offers, new applicants, in-district training program participants and substitutes, -[ok]

- 8.5.1.1 If there are five (5) or more qualified applicants, the five (5) most senior shall be referred. One (1) shall be selected and placed. (District okay)
- 8.5.1.2 If there are four (4) qualified applicants, the four (4) shall be referred. One (1) shall be selected and placed.
- 8.5.1.3 If there are only three (3) qualified applicants, all three (3) shall be referred, and the District may refer one (1) additional applicant. One (1) shall be selected and placed.
- 8.5.1.4 If there are only two (2) qualified applicant, both shall be referred, and the District may refer two (2) additional applicants. One (1) shall be selected and placed.
- 8.5.1.5 If there is only one (1) qualified applicant that applicant shall be referred, and the District may refer two (2) additional applicants. One (1) shall be selected and placed.
- 8.5.1.6 If there is no qualified applicant, the District will hold the position for placement in the surplus process. If there is no one qualified for the positions in the surplus pool, the position shall be posted under Step 2. [ok]
- 8.5.1.7 After the beginning of the school year, placement in positions must be made within fifteen (15) working days after the final posting date of the position. For positions commencing the following school year, selection shall be made within ten (10) working days, or as soon as possible, after the final posting date.
- 8.5.1.8 If all those referred for a position decline the offer for the position leaving no placement possible, then the position will be incorporated into the surplus process-
- 8.5.1.9 Selection from among the candidates shall be made by the District/principal or designee(s), based on and following the recommendation from the interview panel. The interview panel or designee(s) shall include:



- a. The principal or designee;
- b. bargaining-unit member(s), from the school site, selected by the bargaining unit staff assigned at the school site; priority shall be to include grade level and/or subject area, where applicable.
- c. At newly opened sites, SCTA will appoint panel members.
- d. Other participants mutually-agreed upon by the principal and SCTA-representatives on the committee.
- 8.5.1.10 SCTA will be updated on the results of Step 1 hiring process once every two weeks and upon request.

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

Classroom positions that become available or open as a result of in-District permanent classroom teachers accepting positions at other sites/departments, per 8.5.1 or are current vacancies under Step 1 be posted as limited term assignments for the rest of the school year and posted in the surplus pool for the following school year. If the position is not assigned in the Step 1B Surplus Placement process the limited term assignment teacher may be offered the clear position for the following year. will, after any local assignment changes, be incorporated into the surplus pool. (District okay with "may")

#### 8.5.3 Step 1B - Surplus Placement

- a. Unless by mutual agreement between the Association and the District, surplus placement shall be completed by no later than April 30th, provided that the meetings to discuss staffing after the completion of the Budget Development process as set forth in Section 8.5.1 above have occurred. The parties shall mutually agree on the time and District location of surplussing. It shall not be during spring break. Only surplus personnel per 8.4.1, 8.4.2.1, and 8.4.2.1.1 shall be placed for the following school year during this period. Surplus placements for teachers not placed during the surplus process may be ongoing until such teachers are placed. [ok]
  - b. During the surplussing process, the District will host a Surplus Fair, which is an internal process designed to complete staffing in an expeditious manner in order to afford the District the best and earliest opportunity to search for and hire new teachers. At the Surplus Fair, both the District and the SCTA will have a designated representative on hand to ensure that the spirit of the process is being complied with and who can make determinations for each respective party as to any questions or procedural issues that may arise. School sites with available vacancies will have representatives present and display/share site specific information related to the specific school site vacancies. Surplus teachers may attend the Surplus Fair. [ok]
  - c. All surplus personnel shall be contacted by the Human Resources Office. Each surplus employee shall have the opportunity to select two (2) positions in which he/she is interested and the employee shall be placed in one (1) of the identified positions. Such selections shall occur in the seniority order of the surplus employees. If only one choice remains and the position is one that is acceptable to the surplus employee, that position shall be awarded to the surplus employee.
  - d. If no position is available for which a surplus teacher qualifies during the surplus process, the surplus teacher will be placed on a priority and seniority basis in the first available position for which he/she qualifies, including those positions which open in Steps 1 and 2. Such positions need not be advertised. Should two or more positions for which such teachers qualify become available at the same time, the teachers shall choose from among the positions on a seniority basis.
  - e. In the event a surplus teacher is unable to attend the Surplus Fair/surplussing process, the teacher may designate another SCTA unit member to act as a proxy, and said proxy may put in

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for surplus selections on behalf of the teacher who has given them the appropriate authority. In order to designate a proxy, both the surplus teacher and the unit member acting as a proxy must sign the Assignment Proxy Form. Decisions made by the proxy designee regarding surplus assignment selections are binding in the same manner as in the same manner as if they were made by the surplus teacher. [ok]

8.5.3.1.1 The district, may offer open contracts for new offers eligible for credentials for which there is a known need for the following school year. These open contract offers will focus on recruiting and retaining participants in agreed upon in-District training programs. These open contract unit members may participate in the Surplus fair and choose a position through the surplus process in seniroty order after the regular surplus process is complete. [ok]

8.5.3.2 Self-surplused personnel per 8.4.2.1.1 shall be placed.

- 8.5.3.3 Non-classroom teachers in indicated positions (classifications) who have no return rights to a prior position shall enjoy the following rights at the end of their special assignment:
  - a. Teachers may participate in the surplus process.
  - b. If the surplussing process has already occurred, teachers may apply for any vacancy for which they are qualified.
- 8.5.3.4 Any positions that remain unfilled following the surplus process shall be posted in accordance with Step 2 Open Period, set forth below.
- 8.5.4 Step 2 Open Period (April Ito January 31)

Step 2 shall begin on April and shall continue through January 31st. Candidates may include all qualified in and out of District applicants.

8.5.4.1 During Step 2, a maximum of ten (10) persons from among the qualified applicants for any position shall be referred to the site or unit administrator for selection. At least five (5) of the referred applicants shall be those with the greatest seniority among the qualified applicants, if five or more qualified represented employees apply. If fewer than five qualified represented employees apply, all will be referred. If one or more qualified substitutes apply, at least one (1) shall be referred. The remaining referred applicants may be referred from any source.

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

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

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

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

# 9 W 8.5.4.2.1

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

- a. employees who are provided a contract indicating their status;
- b. the contract indicates the fringe benefits provided in conformance with this collective bargaining agreement;
- c. the employee is authorized pursuant to law to serve in the position;
- d. the employee may be terminated at any time pursuant to Education Code section 44953 or 44954. The District and SCTA will consult regarding providing special help or support for these teachers.
- e. the district will provide opportunity for interested and qualified substitute teachers to receive their Emergency Career Substitute Permit per CTC guidelines. [ok]
- 8.5.4.3 If a clear, open and vacant position is filled during this step by a permanent District teacher or qualified applicant, the position shall be classified as a regular position.
- 8.5.4.4 All surplused contracted teachers who do not have an assignment by <u>August July 1</u> may be placed directly. At the time of such placement, should there be two or more positions for which such teachers qualify, the teachers shall choose from among the positions on a seniority basis. [ok]
- Positions that become vacant after January 15<sup>th</sup> and filled subsequently for the remainder of that school year may be designated as limited term assignments and become available during Step 1 for the following school year.
- 8.5.4.5.1 Notwithstanding, Child Development teachers may be placed year-round as regular assignments in clear, open, and vacant positions
- 8.5.4.6 Selection from among the candidates shall be made by the District/principal or designee(s), based on and following the recommendation from the interview panel. The interview panel or designee(s) shall include:
  - a. The principal or designee;
  - b. bargaining-unit member(s), from the school site, selected by the bargaining unit staff assigned at the school site; priority shall be to include grade level and/or subject area, where applicable.
  - c. At newly opened sites, SCTA will appoint panel members.
  - d. Other participants mutually-agreed upon by the principal and SCTA-representatives on the committee.
- 8.5.5 The district will meet to discuss with SCTA potential changes to the Early Learning and Care programs, classes, locations, hours, etc. no later than March 1st. The Early Learning and Care programs surplus process will take place no later than May 1st unless a timeline extension is mutually agreed upon.
- 8.5.6 The district will provide SCTA with proposed changes to Special Education programs, classes, locations, etc. no later than April 1st. The special education change of assignment process will occur not later than May 1st unless a timeline extension is mutually agreed upon.



#### INTRADISTRICT EXCHANGE

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

- a. The name of the teacher(s) involved.
- b. The subject areas the teachers are qualified to teach.
- c. The written approval of the site administrators.
- d. The written approval of the Human Resources Office.
- e. All arrangements must be completed at least 30 days before the exchange is to occur.
- 8.6.2 Such an intra-district exchange shall be limited to a duration of one (1) school year and can be effected only once in four (4) years.

#### 8.7 <u>ADMINISTRATIVE TRANSFERS</u>

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

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

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

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

### 8.8 Creation of Working Group to Discuss Changes to Article 8 and Academic Calendar to Address Impediments, Including Timelines, to Filling Vacancies

The District and SCTA will convene a working group to review the school calendar and Article 8, Vacancies and Transfers, to address impediments to filling vacancies and staffing our schools, and provide other recommendations related to the recruitment and retention of certificated employees in the District. This working group will be referred to as the Recruitment and Retention Committee. [ok]

## Not

#### **ARTICLE 12 - COMPENSATION**

- **Definitions** of terms used in this Article.
- 12.1.1 **Base Salary**: Annual salary rate for employees compensated on the Teachers' Salary Schedule, based upon training and years of experience.
- 12.1.2 **Contract Daily Rate**: Base salary divided by the number of days of required service for teachers. This is also known as the Per Diem Rate.
- 12.1.3 **Contract Hourly Rate**: The contract daily rate multiplied by .1538 for all Non-management certificated personnel except those for whom separate factors are listed below:
  - Counselors: Contract daily rate multiplied by .1428.
  - <u>Psychologists</u>, <u>program specialists</u>, <u>and social workers</u>: Contract daily rate multiplied by .1250.
  - <u>Children's Center teachers:</u> Contract daily rate multiplied by .1250.
- 12.1.4 **Contract Salary**: Base salary plus or minus adjustments for additional days of required service, employment begun before or after the first day of required service, and/or less than full-time employment.
- 12.1.5 **Extra Duty Assignment**: The supervision of students in activities after the close of the regular school day and/or on non-teaching days. Extra duty assignments for which compensation is provided are listed in Section 12.9.2 of this Article.
- 12.1.6 **Per Session Rate**: Pay rate calculated at 1/1080 of the base annual salary up to a maximum amount calculated from Class C, Step 2, on the Teachers' Salary Schedule for K-12 and preschool, or Class 5, Step 2, on the Salary Schedule for Teachers of Adult Education.
- 12.1.7 **Day-to-Day Substitute**: A certificated teacher hired on a day-to-day basis to replace a regular teacher who is absent or who is temporarily assigned other duties.
- 12.1.8 Non-Contract Certificated Non-management Employees: Certificated Non-management employees employed on a per session or hourly basis for not more than eighteen (18) hours per week, and in adult education, for not more than four (4) months.

#### 12.2 Salary Schedule Structure

12.2.1 The salary schedules for SCTA unit members consist of the following:

[Add the list each of the salary schedules, including new ones, and their Appendix letter.] (District ok)

- a. Effective July 1, 2023, the salary schedules shall be increased by 6.0%.
- Effective July 1, 2024, the salary schedules shall be increased by 2.0%

The parties further acknowledge that the savings achieved by the change to Article 13.18.B were used to increase the across-the-board increase in 2023-24 from 4% to 6%.

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12.2.1.1 An additional stipend of \$3000 per year is added for the earned doctorate from an accredited college or university and is prorated if for less than a full year. [OK]

12.2.1.2 Educators who possess the following licenses/certifications shall be entitled to an additional salary of seven percent (7%):

a. Neuro Psych Certification

b. Nationally Certified School Psychologist

e. Licensed Educational Psychologists

d. Marriage and Family Therapist

e. Licensed Clinical Social Workers

f. Speech-Language Pathologist License

g. Certificate of Clinical Competence

National Board Certified Teacher

Audiologist License

- 12.2.2 Rates for day-to-day substitutes shall be as follows:
- 12.2.2.1

  .0024747 times the value of Class A, Step 8 teachers' salary One hundred fifty four dollars and thirty four cents (\$154.34) for each full day of substitute service up to and including the first (1st) fifth (5th) day of assignment. This is the rate that will be deducted from an employee's salary when they are absent and using differential leave, except when the differential leave is for parental leave purposes in which case the employee will be paid not less than 50% of their salary of their salary or other rate as required by law. (District okay)
- [\$355 matched to closest current daily rate after July 1, 2022 retro pay is added to the K-12 and other salary schedules, or long-term rate whichever is higher] For each full day of assignment after the sixth (6th) first day of assignment, the substitute daily rate of pay will be the contractual daily pay rate for Column E, Step 1. (District okay)
- 12.2.2.3 Qualified substitutes for psychologists shall be paid at Step 1, Class X of the psychologists' pay schedule for each full day of substitute work. Substitute work for less than a full day shall be paid on a prorated hourly basis as per Step 1, Class X.
- Substitutes who begin service in September annually shall be entitled to ten (10) refusals of assignment annually. Substitutes beginning service after September shall be entitled to a pro rata share of ten (10) refusals based on the remaining months in the school year. First day of service must be on or before the 15th day of the month to be eligible for credit for a refusal for the month. No reason for refusals shall be required. Inability to reach substitutes by telephone, including late calls up to 10:00 a.m., unanswered calls, busy signals, and answering devices, after two (2) attempts shall be considered a refusal of assignment.

- Substitutes receiving a rate of pay above the first rate who exceed their allotment of refusals shall be returned to the first rate of pay and must serve the required number of days before advancing. Notwithstanding the foregoing, the rate of pay will not be reduced after the allotted number of refusals during a pilot program effective from December 17, 1996 through June 30, 1998.
- 12.2.2.6 Substitutes shall retain their compensation status and carry it forward to the following school year. Any accumulated refusals shall not be carried forward to the following school year.
- 12.2.2.7 Compensation for part-day assignments shall be based upon one-half (1/2) or two-thirds (2/3) the rate of pay for which the substitute qualifies, depending upon which fraction is nearest, but not less than the actual time served. The length of a substitute's day is equal to the day of the employee for whom he/she is substituting. Partial day assignments will be counted as a day of service for advancement to the next pay step.
- Substitutes who teach or start a class for which there is no regular teacher providing lesson plans at any time during the school year shall be paid at their appropriate contract daily rate, or the daily the sub rate whichever is higher, (District okay) provided they are responsible for lesson planning, all other teacher duties, and in the position for at least thirty (30) calendar days.

After thirty (30) days, the substitute shall receive the appropriate rate retroactively and shall continue to receive the rate until replaced or placed in the position.

#### 12.3 Experience Credit

- 12.3.1 Vertical (step) placement on the Teachers' Salary Schedule shall correspond to the number of years of District teaching service, with the following exceptions:
- 12.3.1.1 Step placement may be higher if experience credit has been granted at the time of initial employment in keeping with Sections 12.3.2 through 12.3.5 of this Article.
- Persons who have reached the maximums of their salary classes, when obtaining the requirements for a higher class, shall be moved over to the new class and be placed on the step which corresponds to their years of credited service.
- Upon employment, experience credit is granted on the basis of one (1) step for each year of properly verified comparable experience with limitations set forth in Sections 12.3.2 through 12.3.3.3 of this Article. A year of experience must represent no less than seventy-five per cent (75%) of the days of required full-time service, although full semesters will be added together, even if in separate school years and/or at one or more school districts (but not more than three [3] school districts), in computing years of service. Credit for part-time experience

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will be computed by converting to full-time experience; e.g., two (2) years of halftime experience equal one (1) step of experience credit. Comparable experience includes previous teaching experience, Peace Corps service, VISTA service, preschool experience, or other exceptional professional assignments.

- Upon application to the <u>H</u>uman Resources Office, at the time of initial employment, prior non-certificated paid experience closely allied to the local certificated assignment, when fully verified, will be evaluated on the basis of one (1) step for each two (2) years of such acceptable experience within the past ten (10) years.
- 12.3.4 Upon reemployment, prior experience credit is not reevaluated for a teacher returning to the service of the District within ten (10) years after termination, but verified experience gained during the interim will be evaluated. Such personnel are returned to their place on the schedule in effect when they terminated, and then all schedule changes which occurred during their absence and any interim experience credit are applied to determine their placement on the present schedule.
- Employees new to the District have a maximum of ninety (90) days from their first day of required service in which to file verifications of comparable or allied experience. After ninety days, verification can be filed without retroactive credit. Prior to hiring, employees will be notified of their projected salary schedule placement based on employees reported experience, subject to completion of the verifications of comparable or allied experience. Employees who are not able to provide appropriate documentation of reported experience will have their salary schedule placement adjusted to match that of verified documentation.
- A year of teaching service in the District is earned for salary schedule step placement if an employee is paid for seventy-five percent (75%) or more of the school year, including time spent on sabbatical leave of absence, or if the employee is participating in the early retirement incentive plan as set forth in District Board Policy 4117.11. [OK]
- 12.3.6.1 Initial placement on the salary schedule for newly hired employees shall include cumulative semesters, where service has been for at least 75% of each semester, rounded to the nearest full year.
- Following initial employment, personnel shall be given earned step increments effective July 1. Personnel may accumulate non-consecutive semesters of employment and shall be advanced on the next succeeding July 1 for each two semesters.
- Personnel employed in summer school programs shall be given their earned step increments effective with their first day of summer school service.

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- 12.3.8 Personnel employed on a per session basis in 12-month adult education programs are to be given their earned step increments, effective July 1.
- Personnel who are employed during the summer period on a contract daily rate basis (CDR) are to be given their earned salary step increments, effective July 1.

#### 12.4 <u>Training Classification</u>

Training classification is based upon earned collegiate degrees and regular credits earned in excess of degree requirements in fully accredited four year colleges and universities, or in the District's Professional Improvement Program as outlined in the Board's Policies and Bylaws, Sections P-3572 through P-3575, adopted on July 10, 1978. [OK on removal of 4-year, may still need board policy update.]

Credits will be accepted only if they are earned in a four-year college or university accredited by a regional accrediting Association, if they are accepted by the Commission for Teacher Preparation and Licensing for credentialing purposes, or if they are reported on appropriate forms as outlined in connection with the District's Professional Improvement Program. Training classification shall be determined twice annually on July 1 and February 1, except that July 1st class changes shall not be used in determining summer school per session rates of pay for that year. [ok]

- 12.4.1.1 Excess units are defined as those units earned in excess of the minimum requirement for the degree in the institution where the degree was granted, and may have been earned before or after the awarding of the degree.
- Before beginning work on any four year college or university courses or on any courses sponsored by the District's Staff Training Services Department, prior approval must be obtained by all Non-management certificated personnel from their principal (or other administrator responsible for the evaluation of the employee's performance). This approval will be made "on the basis of a plan for the orderly and appropriate professional improvement" of all employees. Approval forms for four year college or university courses must be completed and filed with the Human Resources Office. Approval forms for in-service courses offered by the Staff Training Services Department must be filed with that department. Approvals denied by the principals may be appealed to the assistant superintendent, Human Resources Office.
- Reasons for disapproval by the site administrator must be substantiated in writing and returned to the teacher within five (5) days. Failure to do so shall constitute a waiver of the site administrator's right to disapprove the course(s).
- 12.4.2.2 The teacher may appeal the site administrator's disapproval to the assistant superintendent, Human Resources Office, or, in his/her absence, the appropriate

seal.

	area assistant superintendent. Such appeal must be in writing and must be received in the appropriate assistant superintendent's office no later than ten (10) days after the date of the site administrator's disapproval.
12.4.3	Credit for participation in the District's Program for Professional Improvement, as set forth in Sections P-3572 to 3575 of the Board's <u>Policies and Bylaws</u> , adopted on July 10, 1978, to be amended according to this Agreement, shall be as follows:
12.4.3.1	Textbook evaluation or curriculum development (allowance, one [1] unit of credit per thirty-two [32] hours of time expended).
12.4.3.2	Junior college or adult education courses (allowance, one [1] unit of credit per fifteen [15] hours in a lecture course, or forty-five [45] hours in a laboratory course).
12.4.3.3	Educational research (allowance, one [1] unit per thirty-two [32] hours of effort expended).
12.4.3.4	Professional organization work (allowance, one [1] unit per thirty-two [32] hours of time and effort expended).
12.4.3.5	Visitations or observations (allowance, one [1] unit per forty [40] hours spent).
12.4.3.6	Conference attendance (allowance, one [1] unit per forty [40] hours of attendance).
12.4.3.7	Workshop attendance (allowance, one [1] unit per thirty-two [32] hours of time and effort expended).
12.4.3.8	Development of teaching materials (allowance, one [1] unit per forty [40] hours of time expended).
12.4.3.9	Travel (allowance, one [1] unit per week of travel; limit, three [3] units per three-year period).
12.4.3.10	Private study (allowance, one [1] unit per thirty-two [32] hours of time expended).
12.4.4	Transcripts or official grade cards containing evidence of units earned should be filed immediately upon completion. The deadline for filing units for July 1 class changes is October 10. The deadline for filing units for February 1 class changes is March 10. Class changes based upon credits earned prior to the deadline dates will be retroactive to July 1 or February 1. Records filed will not be returned to the employee. Employees new to the District will have a maximum of sixty (60)

days from their first day of required service in which to file units. Handwritten or typed grade cards cannot be accepted unless properly stamped with the school

#### 12.5 Method of Payment

The annual amounts shown on the Teachers' Salary Schedule are full annual contract salaries and are based upon required days of service as provided for in this contract. Employees on regular and temporary contracts may elect either to have payment made in either twelve (12) equal installments beginning on September 30 and continuing through August 31, or ten (10) equal installments beginning on September 30 and continuing through June 30, except for those incumbents on the advanced pay plan, who may have payment made in twelve (12) equal installments beginning on July 31 and continuing through June 30. Requests for changes in preferred pay plan must be submitted in writing to the Human Resources Office no later than May 15 preceding the school year in which the change is to take place.

#### 12.6 Computations

**12.6.1** When unit members begin employment in their position on the first contracted day for that fiscal year, their annual salary will be equalized over the months of the contracted service in that fiscal year. Equalized means that number of paid contractual days for the year will be spread out equally amongst the contracted months of service regardless of the actual number of work days in each individual month.

When unit members begin paid service at any time after the first day of their positions' contracted service days, their first month of pay will be adjusted for that month only to allow their future monthly checks to will be equalized based upon the total possible contract days remaining in that year. as though they started on the first day of service.

If the first month pay adjustment for unit members who begin paid service after the first day of their positions' contracted service days creates a financial hardship, unit members may request a salary advancement related to their first month of service. Said advancement will be repaid monthly throughout the remainder of the contracted year.

- When an employee is reassigned from a position of psychologist, program specialist, or school social worker, to a position compensated on the Teachers' Salary Schedule, placement shall be in the class on the teachers' schedule to which he/she is entitled by virtue of training, provided that his/her step placement in the class on the teachers' schedule shall be that which is closest to but not less than the daily rate presently received; except that such rate cannot exceed the maximum rate of the assigned class.
- When an employee is reassigned from a position compensated on the salary schedule for certificated Non-management Children's Center personnel to a position compensated on the Teachers' Salary Schedule, he/she shall be moved to the training classification for which he/she qualifies at the same step, except that he/she shall be allowed one (1) step increment if the requirements of an annual earned increment have been met, and placement is not already at maximum for the class.



#### 12.7 <u>Per Session Compensation</u>

- 12.7.1 Per session or hourly rate shall be based upon the adopted salary schedule. The rate shall be calculated at 1/1080 of the Teachers' Salary Schedule for K-12 and preschool up to a maximum amount calculated from Class C, Step 2.
- Members of the unit employed in summer school or part-time adult shall be paid at the appropriate per session rate of pay.
- The per session rates for K-12 summer school shall be the same as set forth in Section 12.7.1, unless otherwise agreed to by the parties. [ok]
- 12.7.2.2 Adult Education Teachers paid on hourly Adult Education Teachers' Salary Schedule (Appendix B-5) shall be paid the hourly amount per Class H-2, Step 7 for summer school work.
- In any fiscal year a non-contract employee who has completed 810 hours of per session service with the Sacramento City Unified School District shall be entitled to an earned increment for the following year. However, if less than 810 hours are worked during a fiscal year, all of such hours shall be accumulated and carried forward to the next fiscal year.
- When accumulated hours equal 1,050 during the year earned increment is granted, the hours worked beyond 1,050 shall be credited toward the next step increment; provided that no employee shall be eligible for more than one (1) earned step increment during any fiscal year.
- Earned increments shall be granted only on July 1 of each fiscal year. No distinction shall be made as to the manner in which per session hours are accumulated, i.e., from adult education, summer session, home teaching, etc.; provided, that per session hours shall have no effect upon step increments granted to contract employees.
- All certificated personnel who voluntarily perform duties authorized by the Human Resources Office which are beyond their normal service day shall be paid at their per session rates of pay, except for assignments and meetings as set forth in Article 5, Sections 5.9 through 5.10.7, and Sections 12.8.4 through 12.9.8 of this Article.

#### 12.8 <u>Compensation for Required Extra Service</u>

All personnel employed in classifications such as child welfare and attendance counselors, department chairpersons, counselors, and vocational specialists, and student activity advisors, (District okay) shall be placed on the regular Teachers' Salary Schedule in the same manner as regular teachers, and shall advance in the same manner. To their salaries, however, shall be added the product of the



number of days of service beyond those required of regular teachers times the contract daily rate.

Any member of the bargaining unit who is required by appropriate administrative authority or District regulation to serve additional days or hours beyond his/her service year or service day, as defined in Article 5 of this Agreement, shall be compensated for such day or fraction thereof at the contract hourly rate or the per session rate, whichever is greater, except for extra duty pay for those selected work assignments enumerated in Sections 12.8.4 through 12.9.8 of this Article and also excepting Sections 5.3.7 and 5.9 through 5.10.7 of Article 5.

In addition, any elementary teacher who is not provided a prep period shall either a) receive an alternative prep period within five-fifteen (515) working days of the missed prep period or b) receive pay for the missed prep at the bargaining unit member's contractual hourly rate of pay.

- 12.8.3 Adult Education Teachers who teach beyond regular contract hours of service shall be paid per session rates.
- 12.8.3.1 Adult Education Teachers who are placed on the hourly Adult Education Teachers' Salary Schedule (Appendix B-5) shall be paid at the appropriate rate for all hours assigned except that hours beyond 40 hours per week in the Adult Program shall be paid at 1 1/2 times the appropriate rate.
- When teachers agree voluntarily to serve on curriculum development committees or project teams, they shall be given the alternative of released time with the provision of a substitute, or the negotiation of a "contract" for such work which shall be based on a contract daily rate. of .002458 of Class A. Step 8. [OK]
- In order to reimburse employees who temporarily assume the duties of a principal, the District shall provide a stipend to a designated person in each school where there is no co-administrator. This stipend will require that the designated member of the bargaining unit shall assume the duties in the absence of the principal for any and all occasions when the principal is not available at the school site. Designated teachers in charge shall be paid a two hundred dollars (\$200) monthly-stipend above of ten percent (10%) above their regular salary \$50.00 for each of ten nine calendar months. Such persons serving in year-round programs (e.g., 230-day programs) shall be paid a monthly stipend of two hundred dollars (\$200) ten percent (10%) above their regular salary \$50.00 for each calendar month of the year.
  - a. No teacher shall be required to serve in this position.
  - b. All teachers shall be given an opportunity to volunteer for this position each year.



- A designated teacher in charge shall have the right to withdraw at any time with 10 working days' notice and be paid on a pro rata basis.
- d. The designated teacher in charge shall be informed each time the site administrator is to be absent from the school.
- e. A designated teacher shall not have discipline or evaluation responsibilities for members of the bargaining unit.
- When both the principal and designated teacher are absent and another member of the unit is assigned responsibility for carrying out the duties of the principal. he/she shall be compensated at the rate of ten percent (10%) fifty dollars (\$50) per day above of their regular salary \$8 per day.
- When an employee temporarily assumes the duties of a vice principal, he/she shall receive a stipend of seven percent (7%) fifty dollars (\$50) per day above their regular salary per day, which equals the difference between his/her regular daily rate and the daily rate earnable as a vice principal, provided that he/she shall not receive less than \$5.00 nor more than \$8.00 additional compensation per day.
- 12.8.6.1 Children's Center teachers designated as teacher-in-charge must meet state requirements.
- At Children's Centers and with Pre-school Head Teachers where only one teacher is assigned, the designated teacher-in-charge shall be granted a ten percent (10%) two hundred dollars (\$200) per month above their regular salary fifty dollar (\$50.00) stipend for each month of service.
- At each Children's Center site where two (2) or more teachers are assigned, the stipend for designated teacher-in-charge shall be shared between two teachers and shall be five percent (5%) one hundred dollars (\$100) per day above their regular salary per month of service for each teacher
- In accordance with Education Code Section 44032, District personnel required to travel out-of-District and/or attend mandated workshops, seminars, or conferences, will be reimbursed for actual lodging expenses and/or a maximum equivalent to the single rate charged for lodging designated as conference headquarters, the per diem rate for meal expenses at the rate established by the United States General Services Administration and mileage claims, if any, whether in-District or out-of-District, will be paid at a mileage allowance rate based on the current IRS rate. effective September 1, 2005. [OK]

#### 12.8.8 Parent Participation Teachers

Parent participation pre-school teachers who teach in a State-funded program for 30 hours a week shall receive a stipend of 6.3% of the annual base salary.

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- Parent participation pre-school teachers who teach in a Head Start/State-funded program for 29 hours a week shall receive a stipend of 12.9% of the Head Start portion of the annual base salary.
- Parent participation pre-school teachers who teach in an Adult Ed/Head Start-funded program for 30 hours a week shall receive a stipend of 12.9% of the Head Start portion of the annual base salary.
- Parent participation pre-school teachers who teach in an Adult Ed/State-funded program for 30 hours a week shall receive a stipend of 6.3% of the State-funded portion of the annual base salary.
- 12.8.8.5 All teachers identified in section 12.8.8.1 through 12.8.8.4 will be excused from the District bimonthly in-service training. However, each teacher will, in consultation with his/her supervisor, develop an individualized staff development plan.
- 12.8.8.6 No home visits will be required for teachers identified in sections 12.8.8.1 through 12.8.8.4 for the State-funded portion(s).
- Home visits will be required for teachers identified in sections 12.8.8.1 through 12.8.8.4 for the Head Start-funded portion(s).

#### 12.9 Extra Pay for Extra Duty

12.9.1 The following six (6) pay categories shall be established as the basis for compensating employees on the extra duty schedule described in Section 12.9.2 of this Article.

Category A: .083125 of Class A, Step 8.

Category B: 86.75% of the amount for Category A Category C: 73.5% of the amount for Category A Category D: 60.25% of the amount for Category A Category E: 47% of the amount for Category A Category F: 20.8% of the amount for Category A

The following table designates the specific positions allocated to Categories A through F.

#### Abbreviation Key

#### Abbreviation Key

(A)	Assistant	(B)	Boys
(F)	Freshmen	(G)	Girls
(H)	Head	(HS)	High School
(JH)	Junior High	(M)	Men —
(MS)	Middle School	(S)	Sophomore

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(V) Varsity (W) Women (JV) Junior Varsity (IM) Intra Mural (E) Elementary



#### Elementary Category A Category B Athletic Director (HS) Agriculture **Band Director** Band Director Baseball (H.V, 14) Baseball (JVS.M) Basketball(H,V,B44) Basketball (JVS-MB) Basketball (H,GW) Basketball (JVS.MG) Football (H, V, M) Cross-Country(V)\*\* Track\*(H,V,M,WB,G) Badminton (H, V, B)+ Wrestling (H, V, MB) Badminton (H,V,G)+ Flag Football (H,V,G) Wrestling (H, V, G) Athletic Director (HS) (moved from Beach Volleyball (H,V,G)+ Category B) Drama Softball (H, WG) (moved from Category Fall Musical/Play Director B) Spring Musical/Play Director Football (V,A,M) Football (JVS,M) Newspaper Advisor Orchestra Softball (H,W) Speech/Debate (HS) Student Body Activity Advisor (HS) Track(H, V, M) (H, V, W) (now in Cat. A & C) Vocal Music Volleyball (H, WB) Volleyball (H.G) Yearbook Competitive Cheer Golf (M.WB.B) (moved from Category C) Golf (M, WB, G) (moved from Category C) Soccer (HM,B) (moved from Cat. C) Soccer (HM,G) (moved from Cat, C) Softball (JV) moved from Cat. C) Swimming (H,V) Water Polo (H,B) Water Polo (H,G) Tennis (H,B) Tennis (H,G) Tennis (H. Coed) Category B - continued Basketball (H,IM) Soccer (H,IM) Volleyball (H,IM) Category C Category D Athletics Director (HS,A) All City Band Baseball (F,M) All City Choir Basketball (F, MB) All City Orchestra

Athletic Director (MS)

Basketball (F.G)

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Inos

Basketball (S.W)

Cross-Country(AM,W)

Football (F,M)

Football (JV, A)

Jazz Band (HS, MS)

Golf (M,W)

Gymnastics (M, W)

Soccer (M, W) (moved to Cat. B)

Softball (S, W) (moved to Cat. B)

Swimming<sup>\*</sup> (HA.M.₩)

Track\*\*\* (A.V) (changing from (1) \* to

(3) \*\*\*)

Volleyball (S.WJV,G)

Volleyball (S.W.IV,B)

Softball (F.G) Moved from Cat. D)

Wrestling (A, B)

Wrestling (A, G)

Baseball (B) JH/MS

Basketball (MS,B)-JH/MS

Basketball (MS,G)-JH/A48

Basketball (F,W) (moved to Cat C.)

Broadway Musical Director (HS)

Cross Country (F,M,W)

Class Advisor (MS, HS)

Choir (MS)

Cross-Country (MS,B,G)-JH/MS

Gymnastics (B.G)-JH/MS

Football (F, A)

Mathletes (HS,MS)

Middle School Advisors

Middle School Band

Middle School Orchestra

Soccer (F.MB)

Soccer (F.WG)

Soccer (MS,B)

Soccer (MS,G)

Softball (F,W) (moved to Cat. C)

Softball (MS,G)-JH/MS

Category D -continued

Spirit Advisors(HS)-(moved to Sideline Cheer Advisor

Fall and Spring below)

Sideline Cheer Advisor Fall (HS)

Sideline Cheer Advisor Winter (HS)

Student Body Activity Advisors (MS)

Swimming\*\*\*(A) (now in Cat. C with (3) \*\*\*)

Tennis (M) (moved to Cat. B)

Tennis (W) (moved to Cat. B)

Track (F.M, W) (Moved to Cat. C)

Track (MS)(B)-JH/MS (Now only Co-ed)

Track (G)-JH/MS

Volleyball (F. B)

Volleyball (F, G)

Volleyball (MS,G)-JH/MS

Volleyball (MS,B)

Vocal Music

Water Polo (moved to Cat. C)

Wrestling (F,M) (moved to Cat. C)

Flag Football (MS)

Golf (MS)

Speech and Debate (MS)

#### Category E

All-City Orchestra

All-City Choir

Assistant Broadway Musical Director (A.HS)

#### Category F

Intramurals (B,G)-JH/MS

Head Teacher - Elementary, Children's

Center, Preschool\*\*\*\*

Flag Football (E)

Basketball (E)

Sideline Cheer (MS)

Stride Fall (E)

Stride Spring (E)

E Sports (MS,HS)

(moving "Assistant" to the end as letter abbreviation for consistency)

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All-City Band

Gymnastics (A,B,G) JH/MS

**Orchestra** 

Fall Musical/Play (A)

Spring Musical/Play (A)

Football\*\* (A,HS)

Schools may opt to have two (2) head coaches in Category B and one (1) assistant in Category C, or one (1) head coach in Category A and two (2) assistants in Category C. (In no case shall a coach be placed in Category A unless he/she has full responsibility for both men's and women's track programs.)

Cross-country coaches must participate in one (1) meet per week for a minimum of 12 weeks and field the total program (V, S, and G) to be eligible for Category B.

\*\*\* Schools may opt to have two (2) head coaches or one (1) head coach and one (1) assistant coach.

- \*Athletic Directors shall also receive additional per diem compensation equivalent to one prep period.
- It is understood by the parties that all high school, junior high school, and middle school coaching positions on the extra duty schedule are assigned by mutual agreement of the principal and the teacher involved. If the teacher wishes to withdraw from an extra duty coaching position, or if the principal wishes to withdraw the extra duty assignment from the person presently holding that position, each party must notify the other in writing no later than December 1 of any school year for spring sports for that school year, and no later than June 1 of any school year to be effective at the beginning of the subsequent school year.
  - a. Teachers who are declared surplus after the June 1 date and who have already agreed to a coaching assignment at their school for the subsequent year shall have the option of withdrawing from the coaching assignment if the teacher does not return to the school site.
  - b. Coaching vacancies will be advertised first within the school in which the vacancy occurs. If there are no qualified applicants within the school, the position shall then be opened for other applicants from inside the District. If there are no qualified applicants from inside the District, the position shall be opened to outside of the District.
- Such changes in extra duty assignments noted in 12.9.3 shall have no effect on the teacher's assignment to classes during the service day.
- 12.9.3.2 If a teacher serving in a position listed on the extra duty pay schedule other than coaching desires to withdraw from the extra duty position, he/she shall so notify the site administrator in writing no later than March 1 preceding the school year in which withdrawal would become effective.

Upon receipt of such notification, the principal should take the following courses of action as appropriate:

- a. Survey the faculty by memorandum, bulletin, or meeting, to determine if there is another individual who is qualified and interested in the extra duty assignment.
- b. In the event that there is a teaching vacancy to be filled, determine if it is feasible to add the extra duty to the teaching position. In making such a determination, the principal should confer with the director, Secondary Certificated Personnel Services, regarding the likelihood of applicants who would be qualified for both the teaching assignment and the extra duty.
- 12.9.3.3 If the principal is unable to fill the extra duty assignment by either course of action, he/she should then discuss with the teachers requesting withdrawal the kind of action which the teacher is willing to undertake in order to be relieved of the extra duty assignment. Such actions could include:
  - a. "trading" extra duty assignments with other teachers who may also be interested in a change;
  - b. requesting reassignment to a vacant teaching area in the school not associated with the extra duty assignment; or
  - c. filing a voluntary request with the Personnel Services Office for transfer to another school.
- 12.9.3.4 Such requests for transfer will be considered in keeping with the sections governing transfers in Article 8 of this contract.
- 12.9.3.5 If none of these options are available to the teacher, or if the teacher is unwilling to pursue them, the principal may continue to hold the teacher responsible for the extra duty assignment during the ensuing school year, in which case the request for withdrawal will remain in effect unless withdrawn by the teacher.
- 12.9.3.6 A teacher losing his/her classes related to his/her extra duty assignment shall have the option of withdrawing from that assignment.
- 12.9.3.7 It is understood by the parties that teachers not already involved in non-athletic coaching assignments shall not be required to assume any such assignments.
- 12.9.3.8 A teacher assuming classes that have a related activity is obligated to assume responsibility for that related activity.
- The CIF required coaching days prior to the first day of school shall be compensated for and included in the extra duty stipend.

- 12.9.5 The secondary principals acting in committee, as a whole, will establish District-wide minimum requirements for activities not covered by league rules.
- 12.9.6 The parties agree that transportation for athletics and other school activities covered by present District policy shall be considered a budget priority.
- 12.9.7 Regular contract teachers who also are assigned extra duty coaching assignments will receive equal treatment and the same protection granted to all members of the bargaining unit which derive from the current Agreement between the parties.
- It is further understood by the parties that a joint Board/Association committee (five [5] members to be selected by each party) will be appointed no later than thirty (30) days following the effective date of this Article, to conduct an annual review of the extra pay for extra duty schedule. The tasks of the committee shall be to review existing positions for proper categorical placement on the schedule and to consider addition or deletion of any position. The findings of the committee shall be subject to review by the Association and the Board by March 31 of each school year. The findings shall be implemented during the next school year unless objection is raised by either party prior to June 1.

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12.9.9 Department Chairs/Leads: Forty five positions District wide with oOne department chair assigned to each of nine departments at each regular high school in the following departments (needs to be updated):



Physical Education Math

Social Science Business, FACE

Science Fine Arts, Industrial Arts, Electives

Foreign Language Special Education

Counseling\* English

#### Any new high school shall have the same department chair staffing.

- a. The service year shall be two (2) workdays beyond the teachers' required days of service paid at the contract daily rate; and
- b. Department chairs shall receive payment from the extra-duty pay schedule (12.9.2) according to the number of class sections taught within the department as follows:

A - 80 65 sections or more C - 45 sections or more

B - 65 sections or fewer more D - 44 sections or more

\*The Counseling Department Chair shall be paid at the B extra-pay schedule.

- 12.9.9.1 Each department chairperson shall be selected annually by a vote of the teachers in each department. the high school principal from among a list of not less than two (2) teachers (unless only one teacher applied) from the department. The teachers shall have been nominated by a majority of the teachers in the department. In the case of a tie, the Principal will decide between the two (2) finalists.
  - a. A qualifying teacher may self-nominate or agree to any nomination from department staff members.
  - b. To qualify for nomination or to vote on a nomination a teacher must instruct for at least three periods per day in the department.
  - c. Limited term teachers, substitutes, and temporaries may not vote.
  - d. Teachers who serve in department chair positions may not serve for more than three consecutive years.
  - e. Voting by each department shall take place in March of each school year and shall be conducted by the bargaining unit employees in the



department. The principal shall not participate or otherwise try to influence the outcome of the vote. Every teacher who qualifies to vote shall be given an opportunity to do so.

f. Split departments may by majority vote agree to have co-chairs, one from each department. The voting process will be handled in the same manner as all other departments. However, the co-chairs shall be compensated at one-half the stipend rate as specified on the extra-duty schedule which a teacher would have earned as chair of the split department. In addition, each co-chair would serve and be paid for two days beyond the teachers' days of service.

#### 12.10 Partial Funding for Sabbatical Leaves

- 12.10.1 Members of the bargaining unit who are granted sabbatical leaves will receive the difference between their contract salaries and the amount specified for Class C, Step 2.
- District contributions for all fringe benefits shall continue for the duration of such leave at the same level as for all members on paid-leave status.
- 12.10.3 After the initial approval of an application for sabbatical leave, the Human Resources Office shall provide full information regarding the compensation which will be paid to the applicant while on leave.
- 12.10.4 The applicant shall have five (5) working days upon receipt of such financial information to inform the Human Resources Office of intent to accept or refuse the leave before final approval of the Board is obtained.
- 12.10.5 Refusal to accept such leave shall not be the basis of denial of subsequent applications submitted by the employee for sabbatical leaves.
- 12.11 The certificated Non-management salary schedules are incorporated into this contract as Appendix B.
- 12.11.1 These salary schedules contain no overt or covert provisions for salary discrimination based upon sex, race, creed, marital status, handicap, or age.
- 12.11.2 No differentials shall exist in rates of compensation except as provided for in this Agreement.

#### 12.12 Subbing on Prep Time

Secondary teachers who give up prep periods to work as substitutes will be paid at the prorated (one-fifth) higher substitute rate. Secondary teachers who work block schedules will be paid at the appropriate prorated higher substitute rate.



Notwithstanding the above, the District may continue to assign secondary teachers to unpaid emergency substitutions as set forth in Article 5.4.6.

[Delete Remainder of Article 12—current 12.13, 12.14, 12.15, 12.16-- because those sections are obsolete.] [OK]

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# NM

#### **ARTICLE 17 - CLASS SIZE**

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

The parties may agree to discuss other issues.

#### 17.1 Elementary Class Size Limitations

- At the kindergarten level, the maximum class size shall not exceed twenty-four (24) students per teacher so long as LCFF Class Size Grade Span Adjustment (GSA) funds are in effect. If LCFF Class Size Grade Span Adjustment (GSA) funds are not continued, the class size maximum shall not exceed twenty-nine (29).
- 17.1.2 At grades 1-3, the maximum class size shall not exceed twenty-four (24) students per teacher, so long as LCFF Class Size Grade Span Adjustment (GSA) funds are in effect. If LCFF Class Size Grade Span Adjustment (GSA) funds are not continued, the class size maximum shall not exceed twenty-eight (28).
- 17.1.3 At grades 4-6, the maximum class size shall not exceed thirty three (33) 30 students per teacher.
- 17.1.4 Instrumental music teachers will not be included in determining the staffing ratio in the elementary school.
- 17.1.5 The maximums established in Section 17.1 of this Article may be exceeded by mutual agreement between the site administrator and the affected teacher.
- 17.1.6 The District shall have 15 school days at the beginning of each school year to adjust classes to meet the maximums established in 17.1.1 through 17.1.3. Thereafter, maximums in any class may be exceeded by no more than three (3) students and only for a cumulative total of five (5) school days during any school year as required to meet student needs, except in those classrooms where the mandates set forth by the state do not allow for larger class sizes. In those instances where a class size exceeds the maximum, certificated staff shall be paid ninety dollars (\$90) per day for every day the class exceeds the maximum. [ok]
- When two or more classes of the same grade level(s) are housed at the same school site, the enrollment difference between the smallest and largest classes shall not exceed three (3) five except by mutual agreement of the site administrator and the teachers involved. [ok]

#### 17.2 Special Subject Teachers

Special subject teachers shall provide release preparation time for no more than seventeen (17) qualifying teachers per week excluding him or herself. Qualifying

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teachers means grades 1 through 6 classroom teachers, including special day class teachers (which shall include aide support).

17.2.2 The maximum teacher load <u>for special subject teachers</u> shall not exceed 190 students per day. [OK]

#### 17.3 Secondary Class Staffing Formula

#### 17.3.1 7th and 8th Grades

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

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

One (1) teacher per thirty-two (32) students enrolled; which shall be computed on third-month projected enrollment, add o One (1) teacher shall be added for all fractional remainders over 0.50.

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

#### 17.4 Secondary Class Size Limitations (Overages)

The District shall have 15 school days at the beginning of each school year to adjust classes to meet the maximums established in 17.4.1 through 17.4.8. Thereafter, maximums in any class may be exceeded by no more than three (3) students and only for a cumulative total of ten (10) school days during any school year as required to meet student needs, except in those classrooms where the mandates set forth by the state do not allow for larger class sizes. In those instances where a class size exceeds the maximum, certificated staff shall be paid ninety dollars (\$90) per day for every day the class exceeds the maximum.

Adjustments to maximums must be made by the fourth week of the new school year. Adjustments during the school year are to be made after maximums have been exceeded for ten (10) consecutive days, after which the District has an additional 10-day period to take whatever action is necessary to alleviate the excess. [ok] Thereafter, in those instances where a class size still exceeds the maximum, certificated staff shall be paid ninety dollars (\$90) per day for every day the class exceeds the maximum. [ok]

When two (2) or more sections of classes having the same course content are scheduled to meet during the same period, the enrollment difference between the smallest and the largest classes will not exceed three (3) five (5), except by a mutual agreement of the site administrator and the teacher(s) with a class(es) having an enrollment difference in excess of three (3) five (5). [OK]

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- 17.4.3 Effective beginning the 2025-26 school year, maximum class size in the areas of English, social studies, mathematics and science shall be thirty-two (32) five (35) students per period. [ok]
- Maximum class size for proficiency and developmental classes shall be twenty (20) students per period. Staff allocation for proficiency classes shall be computed separately from the ratios shown in Sections 17.2.1 and 17.2.2 of this Article.
- 17.4.5 Class size maximums and/or maximum pupil loads shall be proportionate for teachers assigned to subject areas with and without maximums and/or with differing maximums.
- The maximum teacher load in the secondary schools shall be limited to 170 pupil contacts per day. Exceptions to this maximum are permissible with mutual agreement between the teacher and principal.
- 17.4.6.1 The District shall have 15 school days at the beginning of each school year to adjust student loads to ensure that the maximum student load for physical education and music teachers beginning with the third school month-will be 220. Class sizes for physical education teachers in middle and high schools will be based on a proportional level of 44 as maximum per period. Physical education teachers with fewer than five (5) periods will have the maximum student load total (220) reduced by the proportional level. (Example: 44 x 5 = 220. If teacher has only four (4) classes the total student load would be 44 x 4 = 176). The parties agree that the actual number of students in any particular class may fluctuate slightly but that no single class will have more than forty-eight (48) students with the single exception of predesignated PE Athletic classes only during sixth period (and if absolutely necessary, fifth period) at High Schools which may have no more than fifty-five (55) students.
- 17.4.6.2 The maximum student load for teachers of performance based music classes shall be 220. [OK]
- 17.4.7 The maximum District average class size ratio for secondary ELL classes shall be 20:1 for levels I and II and 27:1 for other levels. Reasonable effort will be made to balance classes within the school. The maximum site class size ratio for secondary ELD I, II, and III courses as well as ELD content-area courses shall be 20:1 and ELD III courses shall be 27:1. The District will share ELDL class size information with SCTA.
- 17.4.8 The student/counselor\* workload will be one (1) full-time counselor for each 375 students enrolled, based on projected third month enrollment. Additional counseling service shall be provided on the basis of one (1) counseling hour for each sixty (60) students in excess of the 375/1 ratio, based on projected third month enrollment. No more than fifty-nine (59) additional students shall be assigned to the total counseling staff at a school before additional counseling hours are provided, except by mutual agreement between the site administrator and the counselor(s). At school sites with more than I counselor, the assigned student to counselor ratio will not exceed a difference of 5 students between

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counselors, except by a mutual agreement between the site administrator and the counselor.

The student/counselor\* workload in continuation high schools, independent study school (Capital City), Accelerated Academy and the opportunity school will be one (1) full-time counselor for each 150 students enrolled, based upon the third-month projected enrollment. [OK]

After the grace period, in those instances where a counselor workload still exceeds the maximum, certificated staff shall be paid ninety dollars (\$90) per day for every day the workload exceeds the maximum.

- In addition to the foregoing limitations, students shall not be regularly placed in a classroom in larger numbers than the capacity of the teaching facilities or basic work stations available where a student normally spends the majority of the class time performing the operational functions necessary to meet performance objectives and goals of the course.
- 17.6 Special Education Class/Caseload Size Maximums
- Based on each students' IEP, the District will provide a continuum of services for special education students receiving special education services that will meet the educational requirements of students with disabilities special needs students while providing those services in the Least Restrictive Environment in accordance with state and federal law. The class size maximums for special education shall be as specified by the California State Legislature and/or Department of Education state and federal law requirements, except for the following limitations agreed upon by the parties. Students with disabilities special needs will be provided with appropriate supports as informed by students' IEPs and as outlined below:... OK
  - a. The maximum case load for each teacher at the elementary level shall be 15, with the exception that the maximum case load for SDC/Moderate to Severe shall be 13.
  - b. The maximum case load for each SDC/Mild/Moderate teacher at the secondary level shall be 16.
  - c. The maximum case load for each SDC/Moderate/Severe teacher at the elementary and secondary level shall be 13. [ok]
  - d. Elementary SDC teachers shall be limited to teaching a maximum of two (2) three grade levels. [OK]

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- e. Adjustments to maximums set forth above at the elementary and secondary level must be made at the beginning of each school year within 15 school days.
- f. Resource Specialist adult/student ratios shall be consistent with Education Code section 56362 (currently a maximum of twenty-eight students for every resource specialist). [ok]
- g. The maximum case load for teachers participating at John Morse Therapeutic Center in all grades shall be 10 to 1.
- h. For reachers providers with "pending "initial status student assessments (attached plans on SEIS), these pending cases will be considered to be part of the reacher providers' easeloads for purposes of this article. If eligibility is not found, the student will be dropped removed from his/her caseload the day of the HEP non qualification. [ok]

The maximum class size for RSP and SDC teachers shall not exceed their baseload maximums. [ok]

- j. Co-teaching among special education and general education teachers will occur with the agreement of the assigned teachers. No special education teacher will be assigned to co-teach with more than two general education teachers. No general education teacher will co-teach with more than one special education teacher. The method of co-teaching shall be determined by the co-teachers.
- k. The maximum case load for teachers participating in Co-Teaching (equal partnership of special education and general education teachers) Inclusive Practices (combination of RSP and SDC students) at the elementary and secondary level shall be 25. Each co-taught class will have a maximum student enrollment be loaded with a maximum of 1/3 students with IEPs; remaining 2/3 students without IEPs. [ok, except for restoring to 25]
- l. General education classes will have a <u>maximum student enrollment</u> be loaded with a <u>maximum</u> of 1/3 students with IEPs; remaining 2/3 students without IEPs (maximums excludes students with speech and language only IEPs). However, this provision shall not prevent any student from being placed in the least restrictive environment, and if that requires exceeded the above-referenced maximums, it will be treated like a class size overage for compensation purposes.
- m. The timeline for adjustments to maximums in special education classes shall be the same as for general education classes.

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- n. Case loads above the maximum during these "grace" periods set forth above are not violations of this Agreement and no penalty shall be imposed on the District for exceeding the maximums during these periods.
- o. In the event that the District assigns a case load above the applicable maximum outside of the "grace" periods set forth above, the District shall compensate the teacher involved at the rate of \$20 per student per day above the maximum, up to a maximum of \$100 ninety dollars (\$90) per day. The District shall not exceed the maximum outside of the unfunded "grace" periods for more than thirty (30) school days. Under no circumstances shall there be more than five (5) students over the maximum. [ok]
- p. Specialized Health Care: Specialized health care (e.g., catheterizations, gavage feeding suctioning) should be provided by qualified designated personnel as defined in the Education Code and recommended by the credentialed school nurse. Certificated instructional staff shall not be required to perform these services.

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

 All special education teachers shall be given two (2) release days for planning, preparing and developing (EPs in 2023-24 and three (3) release days for planning, preparing and developing (EPs in 2024-25. [ok]

#### 17.6.2.1 Aide Support

SDC decide will Mild/Moderate whose distribution shall have two medical six (6) hour aides [ok]

a.

SDC Moderate Severe classes will be decided shall have two six (6) hour aides [ok]

b.

At least 80% of the RSP teachers within the District shall be provided with an instructional aide. [EC 56362] School site RSP teachers will be assigned an instructional aide for the duration of their instructional assignment. [ok]

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d. Classroom teachers who have an aide assigned to assist with students of special needs students shall direct those aides, consistent with a student's IEP.

#### 17.6.2.2

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

#### 17.6.2.3

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

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

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

#### 17.8 School Nurses\*

- 17.8.1 The District shall maintain the present level of health services at a minimum of thirty-five (35) positions. In addition, the District shall provide thirteen school nurses to provide direct care conditional upon the following: [ok]
  - Maintenance of the present level of general funding.

Constancy of categorical funding available for health services.

- 17.8.3 Additional nursing time may be purchased by special projects and other categorical programs.
- Language, Speech and Hearing Language Specialists The term Language, Speech and Hearing Specialist (LSHS) is interchangeable with Speech Language Pathologist (SLP). SLP is the term used in California Ed Code; for the CA Licensing Board and the California Speech Hearing Association. [ok]

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- 17.9.1 Language, Speech and Hearing Specialists (LSHS) caseload: Elementary or Secondary: caseload is 55 students (inclusive of a maximum of five [5] speech improvement students).
- 17.9.1.1 Language, Speech and Hearing Specialists (LSHS) caseload: Preschool only (3-5 years): caseload is 40 students (inclusive of a maximum of five [5] speech improvement students).
- 17.9.1.2 School-age and preschool: the caseload shall be reduced proportionally (pre-school students are weighted at 1.375) to reflect the number of preschoolers assigned to Language, Speech and Hearing Specialists. [provides further clarification of 17.9.1 and 17.9.1.1] [ok]
- 17.9.2 Sections 17.1.6 and 17.1.7 of this Article are understood to apply to the implementation of the above student/ speech and language specialist ratio. The District shall have 15 days at the beginning of each school year to adjust classes to meet the maximums established in 17.9.1 through 17.9.2.
  - Section 17.6.1(o) of this Article applies to student/speech language specialist ratio. In those instances where the District assigns a case load that exceeds the maximum (outside of the grace period set forth above in the preceding paragraph, certificated staff shall be paid ninety dollars (\$90) per day for every day the case load exceeds the maximum. [ok]

The District will make every effort to avoid exceeding the maximums.

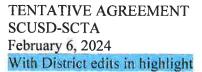
#### 17.10 Vocational Specialists

- 17.10.1 The case load for vocational specialists will be 125 students to one (1) specialist calculated on the ten-month average enrollment. For purposes of these calculations, each ROP student will count as one half (1/2). [ok]
- 17.11 Child Development ren's Centers Non-management Certificated Personnel
- 17.11.1 Children's <u>Development Centers</u> adult/student ratios shall be based upon ratios established by federal and state requirements.
- 17.11.2 The District shall maintain a staffing level of at least four (4) social workers for the Child Development program.

[Additional proposal to follow regarding school age.]

#### 17.12 <u>Librarians</u>

For the secondary school sites, no fewer than one (1.0) FTE librarian position shall be assigned to each for K-8 schools, no





fewer than .5 FTE librarian position shall be assigned to each K-8 school site, except that Rosa Parks K-8 will receive a 1.0 FTE librarian. (proration of K-8 schools) of the following high school sites: (1) John F. Kennedy: (2) C.K. McClatchy: (3) Rosemont: (4) Luther Burbank; and (5) Hiram Johnson, with the remaining librarian positions distributed as mutually determined by the Parties.

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

#### 17.14 Program Specialist

17.14.1 There shall be one Program Specialist for each 600 special education students or fraction thereof. Each Program Specialist will have a caseload of no more than 600 students. [ok]

#### 17.15 Psychologists

There shall be one freedy bugget for every seven-hundred fifty (750) suctions of fraction there of No Freedy bugget will be assigned to more than two (2) separate school sites [ok]

#### 17.16 Behavior Intervention Specialist

No Behavior Intervention Specialist shall be assigned to more than five (5) separate schools.

#### 17.17 Intervention Specialist

Each elementary school shall be staffed with a minimum of one (1) Intervention Specialist. [position description to be negotiated.]

17.18 Community Schools Training Specialist: Each SCUSD Community School shall have a Community Schools Training Specialist, who shall be a member of that school's Community Schools Implementation Team, consistent with the Community Schools MOU.



## Settlement Agreement By & Between The Sacramento City Unified School District (SCUSD)

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The Sacramento City Teachers Association (SCTA)
February 6, 2024

As part of their reopener negotiations, the Sacramento City Unified School District (SCUSD) and the Sacramento City Teachers Association (SCTA) (collectively, parties), having a mutual interest in resolving several, long-outstanding matters to establish a clear pathway to work together to improve students' learning conditions in our District, hereby agree to the following:

#### I. Make-up Days for students in the 2024-25 and 2025-26 school years:

- A. SCUSD will apply for a waiver from the California State Board of Education to forgive the \$47 million instructional day and minutes penalty imposed on the District related to the reduced instructional days and minutes offered during the 2021-22 school year, and such waiver request will propose adding eight days of instruction in each two successive school years.
- B. In the event the waiver is approved prior to May 15, 2024, SCTA and SCUSD agree to the following:
  - 1. Eight (8) instructional days will be added to the student instructional calendar in each of the 2024-25 and 2025-26 school years. The eight additional instructional days will be August 19, 20, 21, 22, 23, 26, 27, 28, 2024 in the 2024-25 year and August 18, 19, 20, 21, 22, 25, 26, 27, 2025 in the 2025-26 year.
  - 2. The K-12 certificated employee service year will be increased from 184 workdays to 192 workdays for the 2024-25 school year and from 181 to 189 workdays for the 2025-26 school year. The service year shall revert to 181 workdays in 2026-27 school year and thereafter unless otherwise agreed to by the parties. The other SCTA-represented certificated employee service years will also be increased by an additional eight workdays for each of the 2024-25 and 2025-26 school years to address the added eight instructional days. Beginning in 2026-27, unless otherwise agreed to by the parties, the service year shall automatically revert to employee service years based on the K-12 service year of 181 with commensurate adjustments for other SCTA-represented employees.
  - 3. The eight added instructional days in 2024-25 and 2025-26 will be added to unit members' compensation and salary schedules, as an extension of the employee service year from 184 to 192 days (4.35% increase) in 2024-25 and 181 to 189 days (4.42% increase) in 2025-26 only.
  - 4. The amount of the penalty waived by the state is anticipated to be \$47,000,000. The District agrees that the total amount actually waived by the State Board of Education shall be used to fund priority staffing improvements mutually agreed to by the District and SCTA according to the process set forth in Section II, below.
  - C. In the event that the waiver is approved after May 15, 2024 but before October 15, 2024, all of the provisions of I.B shall apply except that: the first year 8 instructional days are added is 2025-26 and the second year will be 2026-27; the added instructional days in 2026-27 shall be August 17, 18, 19, 20, 21, 24, 25, 26, 2026; and the increased pay specified in Section I.B.3 shall be for the 2025-26 and 2026-27 school years.

D. In the event that the waiver is denied, Section I.B. of this Agreement shall be null and void.

#### II. Class Size and Staffing Improvement

- A. The District agrees to reduce the class-size maximums in grades 7-12 set forth in Article 17.4.3 of the Parties' collective bargaining agreement from 35 to 32: Effective June 30, 2025, Article 17.4.3 will read as follows: "Effective beginning the 2025-26 school year, maximum class size in the areas of English, social studies, mathematics, and science shall be thirty-two (32) students per period." The parties will consider whether Sections 17.3.1. and 17.3.2 need to be changed to better accomplish the new secondary class-size maximums.
- B. In addition to the class size reduction set forth in II.A. above, the District will provide an \$8 million lump sum, which will be combined with the actual amount of the \$47 million penalty waived by the State Board of Education, to create a fund to increase certificated staffing to improve student services. Assuming the entire \$47 million penalty is waived, the resulting \$55 million fund will be used to create 92 additional certificated FTE positions beginning in the 2025-26 school year and continuing through the 2029-30 school year, after the conclusion of which year the District shall not be obligated to fund these additional positions unless mutually agreed to in writing. Should anything less than the full \$47 million penalty be waived, the resulting fund, comprising the \$8 million lump sum and the actual amount of the penalty waived by the State Board of Education, shall be used to fund new certificated FTE positions under the following formula: (total fund) / (\$120,000) / (5 years) = number of new FTE positions to be added in 2025-26 and throughout 2029-30.
- C. Within thirty (30) of the approval of this agreement by the SCUSD school board, the parties will meet and to make every reasonable effort to reach an agreement to implement staffing improvements that will enhance student learning conditions while remaining mindful of facilities limitations that may impact whether class size may be reduced across a specific grade span or at a certain school. Any agreements will be reduced to writing, and enforceable through the grievance-arbitration machinery of Article 4 of the parties' collective bargaining agreement.
- D. The parties will make every reasonable effort to reach an agreement on where the additional certificated FTEs will be assigned by November 30, 2024 so that positions can be posted by February 1, 2025, according to the provisions of Article 8, Transfers. If an agreement cannot be reached by November 30, 2024, either party may invoke the impasse procedures under the EERA.
- E. In the event that the waiver as provided in Section I above is not approved by the State Board of Education, the parties will determine where the additional staff (13 FTEs) funded by the \$8 million lump sum provided by the District will be allocated. The parties will make reasonable every effort to reach an agreement on where the additional 13 certificated FTEs will be assigned by November 30, 2024 so that positions can be posted by February 1, 2025, according to the provisions of Article 8, Transfers. The positions shall begin in the 2025-26 school year and continuing through the 2029-2030 school year. The District shall not be obligated to fund the position after the 2029-2030 school year, unless mutually agreed to in writing. If an agreement cannot be reached by November 30, 2024, either party may invoke the impasse procedures under the EERA.

#### III. Design and Implementation of MTSS

SCUSD and SCTA are committed to the design and implementation of Multi-tiered System of Support (MTSS) in SCUSD. While the operating definitions of MTSS will be jointly developed by the parties in the design phase set forth below, for the purposes of this MOU, MTSS is defined as a comprehensive, systemic

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approach to teaching and learning, which integrates evidence-based practices of Response to Intervention (RtI) and Positive Behavioral Intervention Supports (PBIS).

The parties hereby agree as follows:

#### A. The Design Step

- 1. Creation of Design Team: Within forty-five (45) days of the signing of this agreement, SCUSD and SCTA agree to create a joint MTSS Design Team. The District shall choose its Design Team participants; SCTA shall choose its Design Team participants. The parties may add a mutually-agreed upon facilitator or other participant to help guide and advise the work of the Design Team. Recommendations of the Design Team shall be made by consensus between the parties.
- 2. If the meetings happen during the regular workday of SCTA participants, up to fifteen (15) SCTA members of the Design Team shall be released from their work duties in order to participate in Design Team meetings. If the meetings happen outside of the regular workday of SCTA participants, up to fifteen (15) SCTA Design Team members will be compensated at their regular hourly rate of pay for time spent in Design Team meetings.
- 3. The Recommendations of the Design Team shall be advisory and non-binding. Said recommendations will be referred to the negotiation team(s) for bargaining as specified in Subsection C, below.
- B. The Implementation Step(s): Because of the complexity around the design and implementation of MTSS, the parties recognize that recommendations from the Design Team may occur in phases.
- C. Agreement Between the Parties Regarding Implementation: Prior to the implementation of any aspect or phase of the recommendations from the Design Team, the parties shall meet to negotiate over the recommendations and the manner in which the recommendations will be implemented. Any agreement between the parties shall be reduced to writing in an agreement that shall be enforceable under the grievance-arbitration procedures set forth in Article 4 of the Parties' collective bargaining agreement.
- D. The parties agree that this MOU sets forth the exclusive process for the design and implementation of MTSS as it relates to the certificated bargaining unit.

#### IV. A Priority on the Use of District Staff Versus Outside Contractors

- A. Limited Use of Outside Contractors, and By Mutual Agreement: SCUSD has represented to SCTA that, except as otherwise agreed in writing (regarding limited outside contracting concerning Language, Speech and Hearing Specialists and Contract Tracing in the Health Service Department) and as relates to Extended Learning Opportunity Programs / Youth Development, the District has ceased all subcontracting of SCTA bargaining unit
- B. Extended Learning Opportunity Programs/Youth Development: With regard to Extended Learning Opportunity Programs/Youth Development, the District agrees to provide a comprehensive list of all outside contractors and the services they are providing to

- students, broken down by service provided, hours per day worked by job classification, school site and grade level. The parties will meet to negotiate over the reallocation of work that can be performed by bargaining unit staff, including work opportunities before and after the regular school day. The parties will make every reasonable effort to conclude those negotiations by the end of the 2023-24 school year.
- C. Direct Care Nursing Work: Upon the approval of this MOU by the SCUSD school board, within fifteen days, the District agrees to add an additional 13 school nurse positions to provide "direct care," work that the District has previously subcontracted out. "Direct care" is defined as medical services to students with diabetes during school hours, including breakfast and lunch, along with case management to include 504s and IEPs related to direct care. Prior to hiring school nurses from the outside to fill these positions, the District will first offer current SCUSD school nurses the opportunity to transfer into any of those 13 new school nurse positions. If there are fewer positions available than nurses who are interested in the direct care nursing positions, the District will award the positions in order of seniority.
- V. Behavioral Intervention Specialists: Upon approval of this agreement by the SCUSD school board, the District will reinstate seven (7) Behavioral Intervention Specialists (BIS); an additional eight (8) Behavioral Intervention Specialist positions will be added for the 2024-25 school year, bring the total to fifteen (15) positions. Within fifteen (15) days of the approval of this agreement, bargaining unit members who previously held Behavioral Intervention Specialists positions shall be offered the opportunity to be reinstated into the BIS positions. Bargaining-unit member who previously held BIS positions shall have the option to return to a BIS position for the remainder of the 2023-24 school year, or transition into the position beginning in the 2024-25 school year. Any of the seven (7) BIS positions reinstated in the 2023-24 school year that remain unfilled after bargaining unit members who were previously Behavioral Intervention Specialists have been offered positions, will be posted according to the provisions of Article 8, Transfers of the collective bargaining agreement. The additional eight (8) positions for the 2024-25 school year will also be posted according to Article 8. The parties will meet to ensure a timely and orderly reinstatement of the BIS positions.

#### VI. Withdrawal of Unfair Practice Charges, Amendment of Grievance:

- A. Within ten (10) days of the approval of this agreement by the SCUSD school board, SCTA agrees to withdraw the unfair practice charges:
  - SA-CE-3102-E, related to MTSS implementation.
  - SA-CE-3086-E related to the 2022 strike and make-up days.
  - SA-CE-3090-E related to restoration of BIS
  - AAA 01-23-0000-5970 related to contracting out, except as provided in Paragraph B below.
- B. Within ten (10) days of the approval of this agreement by the SCUSD school board, SCTA agrees dismiss Arbitration Case AAA-1-23-000-5970 related to subcontracting based on the representation provided by the District and referenced in Section IV.A above, and withdraw such claims with prejudice. If the parties meet and negotiate over the reallocation of work that can be performed by bargaining unit staff, including work opportunities before and after the regular school day and are unable to reach agreement, SCTA reserves the right to, consistent with Section IV.B above, to file a grievance related to the Extended Learning Opportunity Programs / Youth Development if SCTA believes the District is unlawfully

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contracting out SCTA bargaining unit work after the date in this Agreement and after attempting to negotiate reallocation of such work in the ELO and Youth Development Programs. Additionally, if the District's representations referenced above prove later to be incorrect, SCTA will first try to resolve the issue with the District. If SCTA and the District cannot reach an agreement, SCTA reserves the right to grieve the issue retroactive to the date of the approval of this agreement by both parties.

- C. Each of the parties shall bear their own costs and expenses incurred in pursuing each of these cases.
- D. Except as set forth above, this agreement is not an admission of liability or wrongdoing by either party.

VII. This agreement shall be enforceable through the grievance-arbitration provisions of Article 4 of the parties' collective bargaining agreement.

For SCTA

For SCUSD

Nikki Milevsky, President

Lisa Allen, Interim Superintendent