
Contract Agreement

between

Salida Union School District

and

Salida Teachers' Association

2022-2023

Ratified Salida Teachers' Association:

February 23, 2023

Approved Salida Union School District Board of Trustees:

March 14, 2023

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Article

1

Agreement

1 1) The Articles and provisions contained herein constitute a bilateral
2 agreement (“Agreement”) by and between the Governing Board of the
3 Salida Union School District (“District”) and the Salida Union Unit/
4 Stanislaus Teacher Association/California Teacher Association/
5 National Education Association (“Association”), an employee
6 organization.

7 2) This agreement is entered into pursuant to Chapter 10.7, Sections
8 3540 - 3549 of the Government Code (“Act”).

9 **This agreement shall remain in full force and effect through June 30, 2023**

10 The parties agree that reopeners for the 2022-2023 school year
11 shall be limited to two Articles for the District and two articles for
12 Salida Teachers Association, plus salary and benefits.

Article

2

Recognition

- 1 The District recognizes the Association as the exclusive representative for
2 following unit:

Included

- 3 All certificated teachers, pre-interns, interns, Learning Coordinators.

Excluded

- 4 Management, Supervisory employees, Superintendent, Assistant
5 Superintendent, Business and Classified Services, Assistant Superintendent
6 for Educational and Student Services, Dean of Students – Middle School,
7 Principals, Assistant Principals, Coordinator – Learning, Instruction &
8 Professional Development, Nurses, Substitutes Teachers, Summer school
9 personnel, Intern administrators, Speech therapist, Psychologist, Counselor,
10 Supplemental teachers, and After school instructional personnel.

Article

3

Definitions

- 1 1) **“Teacher”** refers to any employee who is included in the appropriate
2 unit as defined in Article 2.
- 3 2) **“Day”** means school day during which any teacher is required to be
4 present.
- 5 3) **“Professional Development”** may be used in reference to a wide variety
6 of specialized training, formal education, or advanced professional
7 learning intended to help administrators, teachers, and other
8 educators improve their professional knowledge, competence, skill, and
9 effectiveness and foster collective responsibility for improved student
10 performance.
- 11 4) **“The scope of negotiations”** shall mean matters relating to wages,
12 hours of employment and terms and conditions of employment as
13 defined by Section 3543.2 of the Government Code.
- 14 5) **“Negotiating in good faith means** “a serious and honest effort on the
15 part of each party to reach agreement, including but not limited to the
16 responsibility on the part of each party to provide the other, upon
17 request, with information which may be relevant to the negotiations of
18 negotiable items and also the responsibility to meet and negotiate as
19 provided by Section 3543.7 of the Act.”

20

Article

4

Miscellaneous

- 1) The Association and the District agree to the attached insurance benefit schedule annually provide all members correct benefit schedule.
- 2) Officially adopted District policies within the scope of representation in effect on the effective date of this agreement or adopted concurrently shall not be changed without first consulting with the Association. During the term of this Agreement, the District agrees to consult with the Association prior to the adoption of any District policy within the scope of representation.
- 3) Unless otherwise agreed, neither the District nor the Association will be required to meet and negotiate on any matters during the term of this Agreement even though such matters may or may not have been within the knowledge or contemplation of either or both the District or the Association at the time they negotiated this agreement, or even though such matters were proposed and later withdrawn.
- 4) Subject to completion of public notice requirements, negotiations on a successor contract may be opened on or after January 15.
- 5) The District agrees to provide reasonable release time for direct negotiations. The District and the Association negotiation teams may have no more than five (5) members. Teachers will be released for negotiation meeting times with the District.
- 6) The District shall, upon request, furnish the Association with a copy of State required final reports as they are submitted to the State that are necessary for the Association to fulfill its role as the bargaining representative within ten (10) working days.
- 7) Except as specifically and expressly limited by this Agreement, the District reserves all of its rights and powers under law. The district reserves the right to make and enforce rules and regulations not inconsistent with this Agreement.

Article

5

Organizational Security

This article is subject to SB 1960 rules and regulations

- 1 1) Any employee who is a member of the Association, or who has applied
2 for membership, may sign and deliver to the District an assignment
3 authorizing deduction of unified membership dues, initiation fees and
4 general assessments in the Association. Such authorization shall
5 continue in effect from year to year unless revoked in writing by giving
6 30 days notice to the District. Pursuant to such authorization, the
7 District shall prorate the deduction of such dues, fees, or assessments
8 from the regular salary check.

- 9 2) Any employee who is a member of the Association who signs such
10 authorization after the commencement of the school year shall have
11 such deductions appropriately prorated to complete payments by the
12 end of the school year.

- 13 3) The District agrees to request the County Superintendent to remit
14 such monies to the Association promptly accompanied by an
15 alphabetical list of teachers from whom such deductions have been
16 made.

- 17 4) The Association agrees to furnish any information needed by the
18 District to fulfill the provision of this Article.

- 19 5) Authorizations in effect on the date of the signing of the agreement
20 shall remain in effect, but shall be subject to the conditions set forth in
21 the dues check off authorization forms.

- 22 6) The Association and the teacher shall indemnify and hold the District
23 harmless from any and all claims, demands, or suits, or any other
24 action arising from the organizational security provisions contained
25 herein.

- 26 7) The District agrees to deduct dues for employees who complete a
27 “Membership Enrollment Form” with the payroll period following
28 submittal of enrollment information from CTA.

Article
6

Grievance Procedure

Definitions:

- 1) A “**grievance**” shall be limited to an alleged violation of this Agreement, or of officially adopted Board policy within the scope of negotiation, personally and adversely affecting the grievant.
- 2) A “**grievant**” is any employee covered by this agreement who is personally and directly involved in, and affected by an action or omission, which is the basis for the dispute, or the Association, and who files a grievance in accordance with the requirements of this article.
- 3) A “**party of interest**” is any person or persons making the claim or the person who might be required to take action or against whom action might be taken in order to resolve the claim.
- 4) “**Immediate supervisor**” is the administrator who has been designated by the district to adjust grievances and who exercises regular responsibility for the grieving employee.
- 5) “**Day**” means school day during which the grieving teacher is required to be present.

Purpose

- 1) The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems that may from time to time arise concerning the application or interpretation of this agreement.
- 2) Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration, and to have the grievance adjusted without intervention by the Association, provided that the adjustment is not inconsistent with the terms of this Agreement.

Time Limits

- 1) Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered to be maximums and the parties are expected to expedite the process.

1 The time limits may be extended only by mutual written agreement of
2 the Superintendent and the grievant. In the event that the school year
3 ends, time limits shall be suspended until the teacher returns to work.

- 4 2) In the event a grievance is filed at such a time that it cannot be
5 processed through all the steps in this grievance procedure by the end
6 of the school year and, if left unresolved until the beginning of the
7 following school year, could result in irreparable harm to an aggrieved
8 person, the time limits set forth herein will be reduced so that the
9 procedure may be exhausted prior to the end of the school year or as
10 soon as is practicable.

Procedure

11 Informal Discussion

12 A teacher shall first present the grievance to the immediate supervisor within
13 twenty (20) days after the grievant knew or should have known of the act or
14 condition giving rise to the grievance. The parties will confer in an endeavor
15 to settle the grievance informally. Resolution of problems in such informal
16 conferences shall not be binding upon the parties in subsequent grievances.

17 Level One: Formal Complaint to Immediate Supervisor

18 If the dispute is not resolved informally, the aggrieved teacher may submit a
19 grievance in writing to the immediate supervisor within ten (10) days after
20 the Informal Discussion.

21 Said grievance, to be considered by the immediate supervisor, must clearly
22 specify:

- 23 a) A clear, concise statement of the provisions within the Agreement
24 that is alleged to have been violated.
- 25 b) A list of persons involved (including conferees, if any).
- 26 c) The circumstances, including the date of occurrence and the
27 manner in which said provision(s) has been violated.
- 28 d) An outline of actions taken to adjust the complaint.
- 29 e) Supporting documents, if any desired by the grievant.
- 30 f) A list of specific actions which the aggrieved person(s) believes
31 would best remedy the grievance.
- 32 g) The reason(s) why the decision of the informal
33 discussion/conferences was not satisfactory.

34 Information copies of the grievance shall be sent by the grievant to the
35 Superintendent and the Association. Within ten (10) days of receipt of such

1 written grievance, the person hearing the grievance shall conduct a
2 conference on the grievance and submit his/ her decision in writing to the
3 grievant, the Superintendent and the Association.

4 **Level Two: Review by District Superintendent**

5 If the aggrieved teacher has instituted his/her grievance with a person
6 subordinate to the Superintendent, he/she may appeal the decision on such
7 grievance to the Superintendent. Such review shall be made in writing
8 within ten (10) working days from the date of receipt of the written decision
9 rendered by the immediate supervisor to whom it was initially submitted.
10 The review shall include a copy of the decision and a clear and specific
11 statement of the grounds regarding the decision as incorrect. It shall also
12 state the names of all persons officially present at the prior meeting. A
13 meeting to discuss said grievance shall be held within ten (10) days of receipt,
14 and the Superintendent shall render his/ her decision within ten (10) days
15 thereafter. The grievant shall be given three (3) days prior notice of this
16 meeting.

17 **Level Three: Mediation as it relates to Teacher Dismissal only**

18 When a teacher has been notified of a pending dismissal and a grievance has
19 been filed by the Association which does not result in a satisfactory
20 resolution, at Level II, the District and the Association shall mutually select a
21 Mediator within ten (10 days) after receipt of the Level II decision, if the
22 Association wishes to proceed to Level III.

23 The appeal shall include a copy of the original grievance, the decision
24 rendered at Levels I and II, and a clear, concise statement of the reasons for
25 the appeal.

26 The mediator shall be selected from a pool of candidates provided by the State
27 Conciliation and Mediation Service.

28 All fees related to the retention of a Mediator shall be divided equally
29 between the Association and the District, regardless of the outcome. All other
30 expenses shall be borne by the party incurring them.

31 **Level Four: Submission of the Grievance to the Board of Trustees**

32 If the grievance is not satisfactorily adjusted by the Superintendent at Level
33 II, the grievant may submit the grievance and a request for a hearing,
34 including information required in previous steps in writing to the Governing
35 Board within ten (10) days of the receipt of the response of the
36 Superintendent or with ten (10) days of the failure of the Superintendent to
37 respond in accordance with Level III. Subject to timely inclusion on the

1 agenda, the Governing Board shall respond in writing within ten (10) days
2 after the first regularly scheduled board meeting following the appeal. The
3 Board reserves the right to designate a hearing officer to conduct a conference
4 at Level III and make recommendations to the Board. The Board shall
5 consult with the Association on the selection of the hearing officer. An
6 individual representing him/her may elect to take his/her case to the
7 Governing Board. In such instance, he/she shall follow the procedures of this
8 section.

9 **Level Five: Binding Arbitration matters relating to alleged violations of this**
10 **agreement only, not officially adopted Board Policy or teacher dismissals.**

11 If the grievant is not satisfied with the decision at Level IV, the employee
12 may request that the Association, within fifteen (15) days, submit a request in
13 writing to the Superintendent for arbitration of the dispute.

14 The Association and District should attempt to agree upon an arbitrator; and
15 if no agreement can be reached, the parties request that the California State
16 Mediation and Conciliation Service supply a panel of seven (7) names of
17 persons experienced in hearing grievances in public schools. Each party shall
18 strike a name until only one (1) name remains.

19 The fees and expenses of the arbitrator shall be borne equally by the District
20 and the Association. All other expenses shall be borne by the party incurring
21 them.

22 The arbitrator shall, as soon as possible, hear evidence, and render a decision
23 on the issues that were submitted for arbitration.

24 If the parties cannot agree upon the submission statement, the arbitrator
25 shall determine the issues by referring to the written grievance
26 documentation and the answers at each level of the process.

27 In disputed cases concerning whether a grievance claim is within the scope of
28 these proceedings, the arbitrator shall first rule on the aptness of the issue
29 before proceeding to the merits of the issue.

30 The arbitrator shall have no power to alter, amend, change, add to, or
31 subtract from any of the terms of this Agreement, but shall determine only
32 whether or not there has been a violation of this Agreement as alleged in the
33 grievance. The decision of the arbitrator shall be based solely upon the
34 evidence, and the argument presented to him or her by the respective parties
35 in the presence of each other. The arbitrator shall have no power to establish
36 or recommend any financial award except for back pay. General and punitive
37 damages shall not be awarded in any case.

1 After a hearing in which both parties have had an opportunity to make or
2 present oral and written arguments, the arbitrator shall submit to all parties
3 the written findings, and the recommendations that he/she has prepared.
4 The recommendations shall be final and binding.

General Provisions as To Grievances

- 5 1) The filing of any grievance shall in no way operate to impede, delay, or
6 interfere with the right of the District to take the action complained of.
- 7 2) Nothing contained in this article, or elsewhere in this agreement, shall
8 be construed to prevent any individual employee from presenting and
9 processing a grievance and having it adjusted without intervention or
10 representation by the Association if the adjustment is not inconsistent
11 with the terms of this agreement and the Association has been
12 accorded an opportunity to state its views prior to any written decision
13 on the grievance.
- 14 3) Failure at any step of this procedure to appeal a grievance to the next
15 step within the specified time limits shall preclude any further appeal
16 on the grievance. Failure by the District to respond within the time
17 limits shall enable the grievant to proceed to the next level.
- 18 4) The time limits specified in any step of this procedure may be changed
19 in any specific instance only by mutual agreement, signed by the
20 Superintendent and the grievant.
- 21 5) All documents, communications, and records dealing with the
22 processing of a grievance will be filed separately from the personnel
23 files of the participants.
- 24 6) Forms for processing grievances will be prepared by the District. The
25 forms will be printed by the District and given appropriate distribution
26 so as to facilitate operation of the grievance procedure.
- 27 7) In the course of investigation of any grievance, representatives of the
28 Association will report to the District office and state the purpose of
29 the visit immediately upon arrival.
- 30 8) Every effort will be made by all parties to avoid interruption of
31 classroom activities and to avoid the involvement of students in all
32 phases of the grievance procedure.
- 33 9) Dated District notices posted in the teachers' staff room or placed in
34 teacher mailboxes shall be considered as binding the Association and

1 all members of the negotiating unit with knowledge of the subject
2 matter related in said notices.

3 10) It will be the practice of parties in interest to process grievances after
4 the regular work day or at other times which do not interfere with
5 assigned duties.

6 11) References to specific administrative personnel in this Agreement shall
7 include "or Designee".

8 12) No employee, employee association representative, or any other
9 participant in a grievance procedure shall suffer reprisals in any way
10 or suffer any professional disadvantage by reason of participation in
11 the processing of any grievance.

12 13) A grievant, at any point in the grievance process, may be accompanied
13 by an Association representative.

14 14) When a grievance is initiated with someone in District Administration,
15 the grievant will by-pass the site level administrator and work through
16 the process at the District level.

17

18

Article
7

1

Class Size

2 Students will be equitably assigned among the classes. The district shall
3 attempt to maintain class size enrollment at or below the stated maximum,
4 unless otherwise agreed upon by STA and the District.

5 1) The District will make available a weekly enrollment report.

6 2) Within 10 working days, all class sizes will be set to stated maximums.

7 a) TK-3 class size: The District shall maintain Grade Span Average
8 (GSA), at each site, of no more than 26:1 for grades TK-3.
9 Individual class sizes will be capped at a maximum of 29 students
10 (including mainstreamed Special Education Students) will be as
11 equitably distributed as possible among classes at specific grade
12 levels at each site.

13 b) The District shall maintain class size for grades 4-8 of no more than
14 33, including mainstreamed Special Education Students.

15 c) In the event the District has to offer long term independent study
16 (Distance Learning option), the District would follow current class
17 size maximum of 29 for TK - 3rd grade and 33 for 4th – 8th grades.

18 3) Exceptions to class size goals: industrial arts, band, and chorus.
19 Physical Education classes will have a maximum of 45 students. Class
20 sizes in industrial arts and homemaking shall have no more than 28
21 students for safety purposes.

Article

8

Work Year / Hours of Employment

- 1 1) The district agrees to make no changes in past practice concerning
2 hours of employment (including adjunct duties), lunch periods, rest
3 periods, without approval of the Association.

4 **Preps**

- 5 1) In Grades TK – 5 at elementary sites, teachers will have no less than
6 sixty (60) minutes per week as designated teacher prep time. In a week
7 of fewer than four (4) full student days there will be no less than thirty
8 (30) minutes of prep time. Fulltime Middle School teachers will have
9 one (1) preparation period per day equivalent to one (1) teaching
10 period.

- 11 a. Middle School teachers will receive one (1) preparation
12 period equivalent to one (1) teacher period per class
13 schedule cycle (this block schedule clause will sunset on
14 June 30, 2022).

15 **Work Hours**

- 16 1) The professional work day is defined as beginning twenty (20) minutes
17 before the start of the student school day, except when a scheduled
18 yard duty requires earlier arrival. The workday will end when all
19 professional responsibilities are completed for that day, but no earlier
20 than the end of the student school day. The workday for primary
21 teachers shall be no less than that of other teachers at that site.

- 22 2) Members of the Unit will be responsible for the completion and
23 fulfillment of their professional duties which includes non-teaching
24 duties and meetings. As a general rule, staff meetings will be held one
25 time per month. The association realizes that from time to time
26 additional meetings may be needed but will be kept to a minimum.

- 27 3) Beginning with the 2022-2023 school year Teachers on
28 traditional/modified school year will be required to work 185 days.
29 Teachers will have two (2) work days of uninterrupted classroom
30 preparation time and three (3) district directed days. The traditional
31 /modified calendar will reflect 180 student days.

32

1 **Minimum Day**

- 2 1) Minimum days shall be on the day before the holidays; Thanksgiving,
3 Winter Break and Spring Break, on Parent/Teacher conference days
4 when there are night conferences, and Open House. The last day of
5 school will be a 12:30 P.M. dismissal time for the District. On district
6 designated minimum days, the teachers work day will end upon
7 fulfillment of their professional responsibilities of student supervision
8 and leave no earlier than the end of the student school day.

9 **Professional Development**

- 10 1) It is the professional responsibility of the teacher to attend all required
11 professional development days as indicated on the school calendar.
12 Every attempt will be made to conclude professional development
13 activities within the school day time but no longer than one hour past
14 the normal latest dismissal time. Professional development held on a
15 Friday or before a Holiday will conclude no later than the last
16 dismissal time. Professional development will be conducted on
17 minimum days. In the event of a scheduling conflict, a minimum day
18 may be rescheduled to accommodate the professional development. No
19 professional development will be held on the minimum days scheduled
20 for parent conferences and open house.
- 21 a)-It is the responsibility of teachers to meet with PLCs, grade
22 level meetings or department teams 90 minutes per week.
- 23 b)-On weeks of four days or fewer it is the responsibility of
24 teachers to meet 45 minutes.
- 25 c)-Teachers will not be responsible to meet with their PLC on
26 conference weeks.
- 27 2) In the event that the starting time for pupils is delayed because of fog,
28 or if the school day is cancelled/modified for this or any other reason,
29 the length of the day/year for teachers/students shall be rescheduled.

30 **Adjunct Duties**

- 31 1) Teachers are required to attend Back to School Event and Open
32 House. Open House will not exceed ninety (90) minutes.
- 33 2) Site based leadership teams will be established to help oversee the
34 creation, implementation, and maintenance of school policies,
35 programs, and procedures. Membership will consist of site principal
36 and teachers selected by grade level, from grades TK-6, and selected by
37 departments at grades 7-8.

- 1 3) Site leadership teams will work in collaboration with the Principal to
2 determine the types and make-up of committees on a site by site basis
3 including, but not limited to Student Study Teams (SST), School Site
4 Council (SSC), English Learner Advisory Committee (ELAC), and
5 District English Learner Advisory Committee (DELAC). All state and
6 federally mandated committees must be included. The leadership
7 team will recruit volunteers to serve on these committees first. If not
8 enough volunteer step forward, the leadership team will design a plan
9 or the assignment of staff in an equitable manner.
- 10 4) If a teacher is unable to fulfill a duty, with a 24-hour prior notification,
11 the Administration shall find a substitute.

12 **Yard Duty Supervision**

- 13 1) Yard Duty Supervision, including before school, will be assigned
14 equitably at each site per grade span (TK-K); (1-3); (4-5).

15 All Salida Middle School Teachers will be assigned twelve weeks of
16 yard duty during the school year. Each teacher will randomly draw a
17 number that will rank them in order in which they choose their
18 individual station. Teachers will pick their initial six stations by
19 ascending order. The same numbers will then be used in descending
20 order to assign the final six stations.

21 **Lunch**

- 22 1) During lunch, teachers will not be required to supervise students on
23 rainy day/bad air day schedules.

24 **Conferences**

25 Parent conferences at elementary sites will be conducted over a 3-day
26 period, twice a year. At the middle school site, conferences will be limited
27 to 2 days, twice a year. At all sites, one conference for each set of
28 conferences will be designated an evening conference. The date of the
29 evening conferences will be decided by the site leadership team. The
30 times of all conferences will be decided by the site leadership team with
31 day time conferences starting no earlier than one-half hour after the last
32 student contact time. (Note: On conference days students will be released
33 20 min earlier than regular scheduled conference days. This agreement
34 will be reflected on the student attendance calendar.)

35

36

1 **Kindergarten Teacher Extra Duties**

- 1) 2 Extra duties are limited to one (1) hour of intervention per day, Monday
- 3 thru Thursday during non-kindergarten student contact time.

Article

9

Safety Conditions of Employment

1 1) The District shall make a good faith effort to provide safe conditions of
2 employment. No unit member shall be required to perform duty under
3 conditions which pose an immediate and serious threat of health.

4 2) Employees shall not be required to perform tasks that knowingly
5 endanger their safety.

6 3) If a safety issue is identified by the School Site Safety Team, the
7 matter will be evaluated by district personnel and appropriately
8 addressed following the approved CRSIG guideline and defined as
9 follows:

10 **Critical:** Loss is inevitable. The situation must be addressed
11 immediately. Immediate personal follow-up with repairs and
12 compliance must be undertaken.

13 **Essential:** Loss is highly probable and must be addressed as quickly as
14 possible and practicable.

15 **Desirable:** Loss is possible, should be addressed as time and funding
16 permit.

Article

10

Evaluation Procedures

1 *The purpose of the District's evaluation procedures is to improve classroom*
2 *instruction and to maintain professional standards. The process is based*
3 *upon the California Standards for the Teaching Profession (CSTP). The*
4 *evaluation procedures shall evaluate and assess the teacher's competency as*
5 *it relates to: 1) Engaging and supporting all students in learning; 2) creating*
6 *and maintaining an effective environment for student learning; 3)*
7 *understanding and organizing subject matter for student learning; 4)*
8 *planning instruction and designing learning experiences for all students; 5)*
9 *assessing student learning and; 6) personal development as a professional*
10 *educator.*

11 *During the first week of each school year, certificated employees will receive*
12 *notice regarding their status on the evaluation timeline.*

Probationary

13 Every probationary certificated employee shall be evaluated by the
14 administration, in writing, at least once each school year. The written
15 evaluation shall include at least two formal observations. The first
16 observation shall be during the first sixty (60) school days. The second
17 observation shall be after the first sixty (60) school days but during the first
18 one hundred twenty (120) school days. The final written evaluation shall be
19 completed at least thirty (30) days before the last scheduled workday.

Permanent

20 Every permanent certificated employee shall be evaluated by the
21 administration, in writing, at least once every other year. Administrators
22 may elect to evaluate more frequently those teachers showing need for
23 improvement. The written evaluation shall include at least one formal
24 observation of *no less than 30 minutes*. The observation shall be during the
25 first one-hundred (100) school days *but no sooner than the 20th student*
26 *attendance day*. The final written evaluation shall be completed at least
27 thirty (30) calendar days before the last scheduled workday.

28 Unit members with permanent status who have been employed at least ten
29 (10) years with the Salida Union School District, who are highly qualified as
30 defined in 20 U.C.S. sect. 7801 (ESEA), and whose last evaluation rates the
31 employee as meeting or exceeding standards, shall be evaluated every five (5)
32 years if the unit member and evaluator consent to this schedule. *(District 5-*

1 ***Year Evaluation form attached)*** Should the evaluator/or unit member
2 withdraw the consent, a notice and reason shall be provided to the unit
3 member in a timely manner not to exceed 15 school days. Evaluation will be
4 delayed by one (1) school year for any permanent certificated teacher
5 involuntarily transferred/reassigned by grade and/or site.

General

6 The evaluator and the teacher shall meet and have a pre-conference to
7 discuss the elements and process of the formal observation at least three (3)
8 days before the observation, or less with mutual consent of the evaluator and
9 teacher. ***The pre-conference shall include the administrator's expectations***
10 ***regarding the teacher's duties and responsibilities, a review of the district's***
11 ***evaluation forms and procedures, and the mutually agreed upon scheduling***
12 ***of the date and time for the observation.***

13 Every formal observation of a teacher shall be followed with a post conference
14 within five (5) days of the observation, or more with mutual consent of the
15 evaluator and teacher. Teachers may attach their comments to the
16 observation report. ***Site administrators will give feedback to teachers when a***
17 ***formal or informal observation has resulted in a significant concern about the***
18 ***teacher's performance.*** Any formal observation report that includes a
19 recommendation of improvement shall also include a Remedial Action Plan.
20 In the event that a remedial action plan becomes necessary, the evaluatee
21 will automatically be given a second formal observation before the year end
22 evaluation. This second observation will occur no sooner than twenty (20)
23 contract days after the post conference. This second observation is mandatory
24 before any tenured teacher is referred to the Peer Assistance Review
25 Program. A teacher may request to be observed any time during the year.
26 The administrator has 20 working days to complete the observation with
27 guidelines as outlined above).

28 a) A tenured teacher receiving an unsatisfactory rating on their
29 yearly evaluation will be referred to the Peer Assistance Review
30 Program.

31 b) A tenured teacher may voluntarily refer themselves to the PAR
32 Program for possible assistance.

Remedial Action Plan

33 If deficiencies or weaknesses are cited on the evaluation or formal observation
34 report, the evaluator, working with the evaluatee, shall develop a written
35 remedial action plan for the purpose of assisting the evaluatee in
36 improvement. ***All unsatisfactory final evaluations must be based upon at***
37 ***least two formal observations.***

1 The remedial action plan shall be attached to the observation/ evaluation
2 report and shall contain all of the following:

- 3 a) Specific areas where improvement is needed.
- 4 b) Specific suggestions for improvement of deficiencies or weak areas
5 cited in the observation report.
- 6 c) Specific plans of the evaluator to provide personal and resource
7 assistance in a reasonable effort to help to teacher improve.
- 8 d) Techniques and timelines for the assessment of improvement.
- 9 e) The district will compensate the evaluatee for any recommended
10 remedial course fees.

Unsuccessful Remediation

11 Should the Remedial Action Plan fail to improve the performance of the
12 evaluatee by the end of the evaluation period, and the evaluatee receives an
13 unsatisfactory end of year evaluation, they would then be referred to the Peer
14 Assistance Review Program.

15 In matters not related to the PAR process the district shall convene a meeting
16 between the evaluatee, evaluator, and superintendent/designee. Said
17 meeting will be to discuss and determine any further follow-up action.

Peer Assistance Review Program (PAR):

18 For the length of this contract, PAR language (Appendix C) shall be
19 considered open to negotiations whenever the District and Association deem
20 necessary subject to the recommendation of the PAR panel.
21

Personnel Files

- 22 1) Teachers shall have the right to examine their personnel files, subject
23 to reasonable regulation. Reasonable regulation shall include but not
24 be limited to:
 - 25 a) Unit member must provide the District forty-eight (48) hours notice
26 of any request to view his/her file.
 - 27 b) The superintendent or designee must be present during viewing of
28 the file by the unit member.
 - 29 c) PAR information will not be placed into personnel files.
- 30 2) Except for exceptions authorized by law, teachers shall have the right
31 to receive copies of materials placed in their files subject to
32 reimbursement to the District.

Article

11

Leave Policies

General Provisions

1 **Leave of absence without pay**

2 1) Leave of absence without compensation, for a sufficient reason, may be
3 granted to permanent certificated employees on recommendation of
4 the Superintendent, with Board approval. Such leave of absence may
5 be recommended for less than one year when the reason is for health of
6 the employee or under Family Medical Leave Act (FMLA) guidelines or
7 when the request is made pursuant to paragraph #2 of this article.

8 2) Letters of application for leave of absence without pay must be
9 submitted to the District Office by (February 1st), preceding the year of
10 leave. The employee has the option to rescind the application for leave,
11 providing there is an opening in the district. Applications for leave for
12 health shall be accompanied by a physician's recommendation and are
13 not subject to the (February 1st) filing date. Exceptions may be made
14 in mutually agreed upon cases between STA and the District.

15 3) Notification of intent to return to the District shall be on file in the
16 Superintendent's office not later than (February 1st), prior to the
17 beginning of the next school year. Employees on leave for reason of
18 health shall file a statement from a physician certifying that the
19 employee's health will permit a return to service in the District

20 4) Before an employee is eligible to take, or to return to work from a leave
21 of absence occasioned by disability, illness or injury, the District may
22 require a physical examination at District expense by a physician of its
23 own choice, to evaluate such request.

24 5) A leave of absence without pay for more than half of a teachers'
25 scheduled work year, shall not count as a year of service in the District
26 for purposes of calculating seniority. A maximum of one year under
27 this provision shall be granted.

28 6) The District may at any time require adequate confirmation of stated
29 reasons for leave requests.

- 1 7) No employee shall be gainfully employed by any other employer while
2 on leave of absence status from his/ her employment with the District
3 without written approval by the governing board.
- 4 8) Teachers returning from leave are subject to the reassignment policies
5 of the District.
- 6 9) Violation of the terms and conditions of leave benefits, or the making of
7 false statements to obtain or justify leave or leave benefits shall be
8 grounds for withholding leave benefits and disciplinary action.
- 9 10) The Governing Board may grant other paid or unpaid leaves.

Personal Necessity/Sick Leave

- 10 1) Full time unit members shall be entitled to 10 days paid leave for
11 personal necessity/sick leave.
- 12 2) Personal Necessity is used at the discretion of the employee with the
13 following exceptions:
 - 14 a) May not be used for strikes, sick-outs or other concerted activities
 - 15 b) May not be used to extend a vacation or holiday
 - 16 c) May not be used for recreational purposes.
- 17 Ten of the above mentioned Personal Necessity Days may be used with no
18 restrictions other than activities related to strikes, sick-outs or other
19 concerted activities. Unit members who work less than full time or who are
20 in unpaid status, shall be entitled to a pro-ration of the ten (10) leave days.
- 21 Unit members shall only be required to notify their site administrator in
22 advance of taking a personal necessity day, if they are taking more than two
23 day in succession.
- 24 3) After all accumulated paid leave is exhausted; additional non-
25 accumulated differential paid leave shall be available for a period, not
26 to exceed 100 scheduled work days, for employee illness or injury.
- 27 4) If a unit member does not utilize the full amount of leave as authorized
28 in paragraph 1 above in any school year, the amount not utilized shall
29 be accumulated from year to year.
- 30 5) A unit member must call the designated school phone number and
31 notify the answering machine of his/ her impending absence in

1 addition to calling the County substitute placement service as soon as
2 the need to be absent is known, but in no event less than one (1) hour
3 prior to the start of the work day to permit the time to secure a
4 substitute.

5 6) A unit member who is absent shall have deducted from the
6 accumulated leave corresponding time based on daily segments.

7 7) A unit member shall have deducted from his/ her daily compensation
8 the cost for hiring a substitute teacher if the employee fails to notify
9 the County substitute placement service of his/ her intent to return to
10 work if such failure results in a substitute being secured.

11 8) Each unit member shall be notified of their accumulated sick by 9/1 or
12 sooner if possible.

Bank Days

13 Teachers within the Salida Union School District may accumulate bank days
14 subject to the following:

15 1) A teacher may choose to serve as a substitute teacher on his/her
16 nonscheduled work day(s) and in lieu of payment receive a "bank day".

17 2) Bank day(s) can be used in lieu of using a day of accumulated leave.

18 a) Bank days require prior approval before more than one (1) day in
19 succession is taken.

20 b) Bank days cannot be taken during the first or last workweek in a
21 school year.

22 c) Bank days may not be used on the first and/or last day of his/her
23 track without prior supervisor approval.

24

- 1 3) Bank days earned prior to the last quarter of a fiscal year must be used
2 by June 30th in the year earned. Bank days earned during the last
3 quarter (April/May/June) may be carried forward to the following fiscal
4 year. Bank days earned during the last quarter and not used shall
5 automatically be carried forward to the next fiscal year.
- 6 4) If a bank day is not used by the end of the school year, or carried
7 forward in accordance with #3 above, the teacher will be paid at the
8 current District teacher substitute rate of pay. Teachers who have
9 unused days earned prior to April and will not utilize the banked
10 day(s) prior to the end of May, must submit a written request to be
11 compensated for unused days earned, no later than April 30th.
12 Teachers not requesting to be compensated for unused days must use
13 them prior to the last week of school, or be compensated in July.
- 14 5) Bank days will be limited to a total of (3) three days per school year.

15 **Bank Periods**

16 A teacher may choose to serve as a substitute teacher during his/her non-
17 student contact period. When a total number of these bank periods equal the
18 total number of student contact periods for one full day, the one (1) bank day
19 will accrue. The rate of pay shall be in accordance with the current teacher
20 substitute pay for the on (1) period.

Pregnancy Disability/ Paternity Leave

- 21 1) Unit members are entitled to use sick leave as set forth in paragraphs
22 1 and 2 of Personal Illness and Injury Leave, above, for disabilities
23 caused or contributed to by pregnancy, miscarriage, childbirth, and
24 recovery there from on the same terms and conditions governing leaves
25 of absence from their illness or medical disability as determined by
26 their physician. Such leaves shall not be used for childcare, child
27 rearing, or preparation for child bearing but shall be limited to those
28 disabilities as set forth above. The length of such disability leave,
29 including the date on which the leave shall commence and the date on
30 which the duties are to be resumed shall be determined by the unit
31 member and the unit member's physician. Accumulated sick leave
32 shall be applied to such leave. After all accumulated sick leave is
33 exhausted, the employee is eligible to receive the difference between
34 her salary and that paid to the substitute employee filling her position
35 for a period of 100 scheduled work days up to five months or the
36 duration of the temporary disability whichever is less, as determined
37 by the unit members attending physician.

1 2) Unit members are entitled to leave without pay under the Family
2 Medical Leave Act once released to return to work by their attending
3 physician. Unit members may request a leave without pay or other
4 benefits, upon written request and approval by the Board of Trustees,
5 at the employees election, for disabilities because of pregnancy,
6 miscarriage, childbirth, or recovery there from when such leave as set
7 forth in paragraphs 1 and 2 of Personal illness and Injury Leave has
8 been exhausted, and after FMLA leave has expired. The date on which
9 the employee shall resume duties shall be determined by the type of
10 unpaid leave granted. By the unit member on leave and the unit
11 member's physician.

12 3) A father of a newly born child/children may use up to 3 days of
13 Personal Necessity for parent/child bonding. Any extension of
14 maternity/paternity leave for medically related reasons must be
15 verified by attending physician and will be charged to accumulated
16 sick leave.

17 **Adoption Leave**

18 1) Employees who have adopted a child may, at their discretion, use up to
19 ten (10) days of Personal Necessity Leave for parent/child bonding.
20 The extension of an adoption leave may be granted under physician's
21 recommendation for medical needs of the newly adopted child/children.
22 Said leave would be charged to the employee's accumulated sick leave,
23 and follow remainder of Pregnancy Leave language as outlined above.

Paid Family Care Leave

24 1) Unit members are allowed to use their annual Personal Necessity/Sick
25 Leave entitlement for health needs of immediate family members, (as
26 defined under "Bereavement Leave").

Unpaid Family Care Leave

27 1) Employees who have completed one year of service of at least a 60%
28 F.T.E. (full-time equivalent) during the previous school year with this
29 district shall be eligible for the following leave. For purposes of this
30 subdivision, "parent" means a biological, foster, or adoptive parent, a
31 stepparent, and a parent in law, a legal guardian or other person who
32 stood in lieu of parents to the employee when the employee was a
33 child.

34

1 **Unpaid family care leave means any of the following:**

- 2 a) Leave for reason of birth of a child of the employee.
- 3 b) The placement of a child with an employee in connection with the
4 adoption or foster care of the child by the employee.
- 5 2) The serious health condition of a child of the employee.
- 6 a) For purposes of the subdivision, "child" means a biological, adopted
7 or foster child, a stepchild, a legal ward, or a child of a person
8 standing in lieu of parents who is either 18 years of age or an adult
9 dependent child.
- 10 b) Leave for the purpose of caring for a newborn or a newly adopted
11 child must commence within one year of the birth or adoption. If
12 both parents are employed by the District, leaves taken by one or
13 both of the parents for the care of a newborn or newly adopted child
14 shall not exceed a combined total of twelve (12) weeks in a twelve
15 (12) month period.
- 16 c) Leave to care for a parent or spouse who has a serious health
17 condition.
- 18 d) District will maintain, for unit members who qualify under this
19 section, health benefits not to exceed twelve (12) weeks in a twelve
20 (12) month period. The District may recover premium costs from
21 unit members, under this section, who fail to return to work after
22 the leave has expired. A member whose unpaid leave has expired
23 and wishes to extend the leave for reasons supported by physician
24 verification, with District Board approval, may submit a written
25 request to the District.

Health Leave

- 26 1) Upon a doctor's recommendation, a teacher may be granted a leave of
27 absence without pay for reasons of health, during the current school
28 year. Such leave would be by mutual agreement between the District
29 and teacher. Health premiums may be continued at the expense of the
30 employee. An employee granted such a leave would not earn sick leave
31 credit, seniority or advancement on the salary schedule if on unpaid
32 status for more than 50% of his/her scheduled work days
- 33 2) Requests for an unpaid health leave shall be submitted in writing to
34 the District as soon as practicable with a renewal request at the

1 beginning of each consecutive school year. The leave must be doctor
2 recommended.

Bereavement Leave

3 1) Each employee is entitled to three (3) days of paid leave because of
4 death in the immediate family. Up to five (5) days are allowed for
5 travel if more than 300 miles or out of state is required.

6 2) Immediate family is defined as the employee's spouse, mother, father,
7 mother-in-law, father-in-law, step-mother, step-father, grandparent, or
8 grandchildren of the employee or of the spouse of the employee, son,
9 son-in-law, daughter, daughter-in-law, brother, sister or step-children
10 of the employee or any person living in the immediate household of the
11 employee.

Jury Duty/Court Witness

12 1) Teachers may be absent from duty to serve as jurors or court witnesses
13 without loss of pay. Fees paid to the teacher for such services shall be
14 paid to the District. Teachers are required to return to work if
15 released prior to lunch by the Jury Commission with a return to work
16 notice, even though a substitute has been retained for the day. Return
17 to Work notice to be presented to site administrator. Employees
18 receiving a jury summons are expected to check-in with the Jury
19 Commission as instructed from their place of employment if not
20 required to appear at the beginning of a work day.

21 2) Employees called as a "court witnesses" in a court proceeding shall
22 notify their site administrator immediately upon receipt of the
23 summons. Teachers shall be required to return to work if released
24 prior to lunch, upon completion of court responsibilities, with a court
25 issued return to work notice. Return to Work notice to be presented to
26 site administrator.

Association Leave

27 1) The Association president or designee(s) shall be entitled up to a total
28 maximum of 5 days of paid leave annually for verifiable Association
29 business. An additional 4 days of leave will be allowed for and paid for
30 by the Association.

- 1 2) Leave requested under this section requires a minimum of forty-eight
2 (48) hours advance notice submitted to the District Superintendent.

3 **Catastrophic Leave**

- 4 1. When a catastrophic illness or injury incapacitates a unit member or a
5 member of his/her immediate family, living in the unit members
6 household, and the unit member has exhausted all paid leaves of
7 absence, the unit member may receive donations of sick leave credits
8 from other unit members up to an annual maximum of 30 days.
- 9 2. The unit member shall provide written verification of the illness/injury
10 from the unit member's physician indicating the probable duration of
11 the illness or injury to their site representative who will submit to the
12 STA Catastrophic Leave Committee for their determination.
- 13 3. Units members may donate, upon request, accrued sick leave credits to
14 be transferred to the Catastrophic Leave Bank. The Catastrophic
15 Leave Committee shall be the authorized transfer point between STA
16 and the Bank, and the Bank and the District at the conclusion of a
17 STA drive for donated days.
- 18 4. Donations will be turned into a STA site representative, who will
19 forward them to the committee. The committee will hold all donated
20 days in a Catastrophic Leave Bank until released to a donor recipient.
21 Any days not used by the recipient shall be returned to the STA bank.
- 22 5. Once donations are submitted to the Bank, the donations are
23 irrevocable; the amount in the bank will not exceed the number of
24 certificated teachers employed during the current fiscal year.
- 25 6. Donations may not be transferred by any employee who, following the
26 transfer of the sick leave will have less than ten (10) days of
27 accumulated sick leave remaining.
- 28 7. STA and the District to develop procedures and internal controls to
29 satisfy annual audits and will review this Section annually.

Article

12

Curriculum and Instruction

- 1 The Association shall have the right to consult on the definition of educational
- 2 objectives, determination of the content of courses and curriculum and the
- 3 selection of textbooks to the extent such matters are within the discretion of
- 4 the public school employer under the law. Such consultation shall take place
- 5 at the request of either party.
- 6 The District Curriculum Committee will be consulted for input regarding the
- 7 annual work calendar.

Article

13

Savings

- 1 1) If any provision of this Agreement or any application thereof to any
2 teacher is held by a court of the State, a federal court, or by the PERB
3 to be contrary to law, then such provision and/or application will be
4 deemed invalid, to the extent required by such court decisions, but all
5 other provisions or applications shall continue in full force and effect.

- 6 2) It is further agreed that within fifteen (15) days of receipt of
7 notification of the court decision, negotiations shall commence
8 regarding matters related to such provisions unless the District and
9 Association mutually agree to extend the time frame.

- 10 3) Such provision shall not be counted as a District or Association opener.

Article

14

Assignments/ Transfers/ Substituting/ Exchange Days

Teacher Assignment/ Transfer

1 Definitions:

2 **Vacancy:** A vacancy is a new or vacated teaching assignment anticipated
3 for the upcoming school year. Vacancies will be posted by April 1st.

4 **Opening:** Is a teaching assignment that is unfilled by administrative
5 placement/selection after all vacancies have been filled. An opening is
6 any unfilled assignment after the second posting of vacancies.

7 **Closed Assignment:** A closed assignment is defined as the elimination of a
8 particular track or grade level assignment due to the lack of student
9 enrollment. In the event that an assignment is closed and then re-opened
10 for the following school year, the fully credentialed teacher who lost the
11 position will have first rights to return to that position, regardless of
12 seniority.

13 **Assignment:** An assignment is the current grade level, department, other
14 specified duty and/or YRE track held by a teacher.

15 **Voluntary Transfer or Reassignment:** A teacher initiated change of site,
16 grade level or department.

17 **Involuntary Transfer or Reassignment:** An administrative initiated
18 change of site, grade level or department.

19 **Seniority:** The total number of continuous years of teaching, (excluding
20 years on leave of absence) with Salida Union School District and is
21 determined by hire date based on first date of service.

22

Teacher Assignment/Transfer Guidelines:

- 1) The District will email known vacancies for subsequent year assignments on or before March 1st. Staff shall have a maximum of five (5) days (or less with consultation with the Association) to apply in writing to fill a vacant position. A second posting of vacancies shall occur on or before March 15th. Staff shall have a maximum of five (5) days (or less with consultation with the Association) to apply in writing to fill a vacant position. Any position filled after the second posting of positions shall be considered final and no positions shall be required to be re-opened for bid the subsequent year.
- a) If a teacher is not chosen for a position for which he/ she has applied, he/ she shall be given the reasons in writing for the denial.
- b) District wide seniority will be the primary factor in teacher assignment.
- c) Teachers assigned to a combination class will receive a yearly stipend. The District will make every effort to notify the affected teacher within 10 days before the new school year begins, with a minimum of 5 days notice. The most senior person (District) at the impacted grade level will be given first opportunity to take the combination class. If refused, the next senior member will be asked until the position is accepted. If no one accepts the assignment, the least senior member will be assigned. No teacher will be required to have a combination class for two consecutive years. Said stipend is reserved for teachers in a K-5 regular education classroom, excluding GATE. Every effort shall be made to schedule PE classes that minimize teaching assignments that require the use of different grade level standards.
2. Openings that occur during the school year will be filled with a minimum of disruption to the original educational program.
- a) The District, at its discretion, may hire without a posting; however, the assignment will be filled on a temporary basis until the end of the school year.
- b) The position(s) shall be considered a vacancy for the succeeding school year, if it is to be continued.
- c) The position(s) shall be open to staff who were employed at the time the position was originally filled.

1 d) Teachers hired to fill the opening during the school year shall be
2 required to apply for vacancies available the following year.

3 e) If enrollment indicates the need for staffing changes during the
4 school year to balance class loads, the District, with consultation
5 from the Association, will first request voluntary transfers or
6 reassignments, then initiate involuntary transfers or
7 reassignments, using District wide seniority as the primary basis
8 for selecting teachers for reassignment. The teacher with the least
9 seniority shall be considered for transfer or reassignment first.
10 Teachers involuntarily transferred or reassigned shall not be
11 subject to involuntary transfer/reassignment for the following year
12 unless credentialing or enrollment needs leave no other alternative.
13 Teachers involuntarily transferred or reassigned will have first
14 rights to return to their original assignments as indicated in
15 language related to “closed assignment”.

16 f) In the event that a teacher is transferred or reassigned during the
17 school year, said employee will be granted one release day for
18 preparation prior to the effective date of the transfer/reassignment
19 to a new grade level or two days if the transfer/reassignment
20 results in a move to a new school site.

21 3) The middle school principal or designee will create and distribute a
22 master schedule for the following year at least two (2) weeks prior to
23 teachers being released for summer break. When the schedule has
24 been distributed, teachers will have five (5) work days to submit their
25 preference of assignments, within their department or content area or
26 any “open” position for which they are credentialed. Assignments will
27 be filled based on qualifications and teacher seniority. When more
28 than one qualified teacher requests the same assignment, seniority
29 will be the determining factor in filling positions. If the master
30 schedule changes after the teachers are assigned positions, the
31 principal will contact the teacher(s) affected by the change and they
32 will be allowed to reconsider their original request.

33
34 **Initial Staffing of New Sites**

35 1) Known vacancies shall be posted during the month of February, or
36 sooner.

37 2) New sites shall be staffed by in-district teachers applying for voluntary
38 transfers to the extent that the ratio of experienced teachers to new
39 teachers is comparable to other school sites.

- 1 3) The District may deny, after consultation with the Association, to
2 transfer teachers if the ratio of experienced to new teachers is not
3 balanced. Consideration will be given to credentials, curriculum
4 expertise and student needs.

5 **Teachers shall not be involuntarily transferred unless:**

- 6 a) There are not sufficient volunteers to fill vacancies at the site.
7 b) The ratio of experienced teachers to new teachers would result if
8 staffed only by volunteers and creates an experience imbalance.
9 c) Any individual, who is involuntarily transferred due to the opening
10 of a new site, will have the first right to return the next vacant
11 position.
12 d) This above process may be amended by mutual agreement between
13 the Association and the District.

14 **Closed Assignment**

- 15 1) In the event of a closed assignment where two (2) teachers assigned to
16 the same grade level/track/site and it becomes necessary to close one of
17 the positions, the teacher in the same grade, track, and site with the
18 most seniority in the District shall be given preference.
19 2) In the event that an assignment is closed and then reopened for the
20 following school year, the teacher who lost the position will have first
21 right to return to that position, regardless of seniority.
22 3) In the event that the District returns to a Year Round schedule,
23 assignments will be made based on District wide seniority.
24 4) The Superintendent shall make final determination for all placements,
25 as long as the decision is not arbitrary or capricious.

Substituting

26 A teacher may elect to serve as a substitute teacher on his/her nonscheduled
27 work day(s). The rate of pay shall be in accordance with the current
28 substitute teacher salary schedule, plus \$25.00 per full day.

Trade Days

29 Teachers within the Salida School District may arrange for Trade days
30 between themselves subject to the following:

- 1 1) Exchange days must be for the purpose of allowing the teachers to
2 participate in conferences, workshops, family needs, etc.
- 3 2) Trade days shall be limited to a total of ten (10) per school year.
- 4 3) The site level principal and/ or superintendent must receive advance
5 written notice of Trade days.
- 6 4) The District bears no responsibility for the enforcement of private
7 Trade day agreements between individual teachers nor shall the
8 District be liable for the payment of additional compensation based
9 upon any teacher working beyond his/her regular work year pursuant
10 to any private trade day agreement.

Teacher-In-Charge

11 The principal will give the teacher-in-charge one day notice and call a
12 substitute to take the teacher's place. If a substitute fails to arrive to the site,
13 the Teacher in Charge is to notify the District Office, who in turn will make
14 arrangements for site coverage.

15 As a Teacher-in-Charge, the District recognizes that as long as the Teacher-
16 in-Charge is acting within the course of his/her employment in this capacity,
17 the District is required by law to provide a defense (i.e. hire a lawyer) and pay
18 any award against the Teacher-in-Charge.

Article

15

Professional Responsibilities

Disciplinary Procedures

General

- 1) Disciplinary action, as used in this article, means suspension without pay for up to fifteen (15) days per incident.
- 2) This article shall not limit the District's right to evaluate, to reprimand orally or in writing, to counsel or to discipline employees.
- 3) Discipline pursuant to this Article shall typically be preceded by a written reprimand or written warning if the unacceptable conduct the superintendent believes that a written reprimand or written warning is inappropriate under the circumstances, or will not result in corrective action, the Superintendent may order a suspension without having first given a written reprimand or written warning.
- 4) The teacher may request the presence of an Association representative at any meeting scheduled by an administrator where disciplinary action is the subject of investigative questioning.
- 5) Suspension pursuant to this Article shall not reduce or deprive the teacher of seniority or health benefits.
- 6) When practical and appropriate, disciplinary conferences or action by the District will not occur during instructional time.

Just Cause

The District may suspend teachers pursuant to the following based upon just cause, including but not limited to:

- 1) Unauthorized absence, including abuse of sick leave provisions.
- 2) Repeated unauthorized tardiness.
- 3) Repeated failure to perform regular or other assigned duties.
- 4) Commission of an act involving moral turpitude.

- 1 5) Insubordination.
- 2 6) While on duty – used, sold/furnished was under the influence of, or
- 3 unlawfully possessed any controlled substance (as defined in Health
- 4 and Safety code Section 1007), alcoholic beverage, or an intoxicant of
- 5 any kind.
- 6 7) While off duty unlawfully sold/ furnished or possessed any controlled
- 7 substance (as defined in Health and Safety Code Section 11007).
- 8 8) Knowingly providing verbal or written confidential student
- 9 information to non-district individuals not legally entitled to such
- 10 information.
- 11 9) Failure to comply with or abuse of any section or Article of this
- 12 contract.
- 13 10) Dishonesty in employment related matters.
- 14 11) Inexcusable discourteous treatment of the public or another officer or
- 15 employee of the District.
- 16 12) Failure of good behavior during duty hours or in school related
- 17 activities which are of such a nature that it causes discredit to his/ her
- 18 District or his/ her employment.
- 19 13) Any cause set forth in Section 44932 of the California Education Code.

Procedure for Imposing Disciplinary Action

- 20 1) Prior to imposition of disciplinary action, the District shall give written
- 21 notice to the teacher. This written notice of disciplinary action shall be
- 22 deemed sufficient if personally delivered or sent to the teacher by
- 23 certified mail, return receipt requested, at least five (5) calendar days
- 24 prior to the date when the disciplinary action is proposed to be effected.
- 25 2) The contents of the written notice shall include, but need not be
- 26 limited to, the following:
 - 27 a) A statement of the specific acts and omissions upon which the
 - 28 disciplinary action is based;
 - 29 b) A statement of the cause, or causes, for the action taken;
 - 30 c) If it is claimed that the teacher has violated a rule or regulation of
 - 31 the District, a statement of the rule or regulation;

- 1 d) A statement of the suspension proposed including beginning and
2 ending date(s).
- 3 e) A statement that the teacher has the right to participate in a pre-
4 suspension conference and a proposed date, time and place for such
5 pre-suspension conference;
- 6 f) A statement that, as the alternative to (5), the teacher may file a
7 grievance directly with the Superintendent of his/her designee;
- 8 g) A statement that if the teacher does not respond pursuant to (e) or
9 (f), above, the District will impose the suspension as noticed;
- 10 h) The pre-suspension conference, unless waived, shall take place not
11 less than five (5) “nor” more than ten (10) days from the date of the
12 notice.
- 13 3) The pre-suspension conference shall be informal. The teacher shall be
14 given the opportunity to present facts and arguments regarding the
15 proposed suspension.
- 16 4) The Superintendent or his/ her designee shall inform the teacher of the
17 decision to suspend or not to suspend within three (3) days from the
18 date of the pre-suspension conference.
- 19 5) Any dispute arising out of the application of this Article shall, upon
20 request of the grievant and at the discretion of the Association, be
21 submitted directly to Level Three of the Grievance Procedure in
22 accordance with Article 6. All provisions there cited shall apply. If a
23 dispute is submitted, the suspension shall be deferred pending the
24 Governing Board’s decision.

Immediate Effect

- 25 1) Notwithstanding other provisions of this Article, a teacher against
26 whom disciplinary action is to be taken may be immediately suspended
27 upon verbal notification pending a hearing when his/ her presence
28 would be detrimental to the welfare of the District, the public or other
29 employees of the District.
- 30 2) This verbal notification shall be followed by service upon the teacher of
31 the written notice as set forth in Procedure for Imposing Disciplinary
32 Action paragraph 2 (a-d) of this article. Failure to provide the required
33 written notice within five (5) days from the date of the verbal
34 notification shall render the discipline a nullity.

Non-Exclusivity

1 Nothing in this Article shall limit the District's right to institute dismissal,
2 non-reelection and/ or immediate suspension and mandatory leave of absence
3 proceedings as set forth in California Education Code, nor shall discipline
4 under this Article be regarded as a precondition to any proceedings under the
5 California Education Code.

Disciplinary Procedures for "Just Cause" Items 1, 2 & 3

6 **Prior to the suspension of a teacher on the "Just Cause" grounds of:**

- 7 a) Unauthorized absence, including abuse of sick leave provision.
- 8 b) Repeated unauthorized tardiness.
- 9 c) Repeated failure to perform regular or assigned duties.

10 **The site administrator or the employee's immediate supervisor will:**

- 11 1) Conference with the teacher after the first offense.
- 12 2) Give an oral reprimand after the second offense (written
13 documentation will be kept by the administration and shared with the
14 teacher).
- 15 3) Give a written reprimand and conference with teacher after the third
16 offense.
- 17 4) Give a written reprimand and conference with the teacher and
18 building representative after the fourth offense.
- 19 5) Suspend the teacher after the fifth offense up to fifteen (15) days
20 without pay). Suspension pursuant to "Just Cause" Items 1, 2 & 3,
21 shall be for acts or omission that occurs during a contractual year.

Job Sharing

Definition:

1 **“Job sharing”**, refers to two (2) employees sharing one (1) assignment.
2 **Seniority within the job share shall be based on the most senior member of**
3 **the two teachers sharing the position.**

4 1) Any assignment opening may be available to teachers, who have
5 indicated, in writing, to the Superintendent, or designee and site
6 principal their desire to share a contract. Proposals for the job sharing
7 position shall be developed by the teachers involved and shall be
8 submitted by February 1st for the following year.

9 **Proposals shall include the following:**

- 10 a) Time division.
- 11 b) Subject area responsibility.
- 12 c) Meeting attendance and adjunct duty responsibility.
- 13 d) Plans for communication with the parents.
- 14 e) Each job share team will determine how they will share a single
15 medical /dental/vision benefit package prorated by time worked.
16 Both parties may receive a full benefit package by paying the
17 additional premium not received through the job share.
- 18 f) A condition of entry into a shared assignment shall be that the
19 affected unit members must decide between themselves which of
20 them shall have the right to retain the shared position in the event
21 both unit members wish to return to a regular, full-time position.
- 22 g) If two teachers decide to job share and occupy a position already
23 held by one of the two job sharers, and the teacher that originally
24 had the position leaves the position, the position will be considered
25 vacant. The remaining teacher may apply for the position.
- 26 2) Previously tenured employees of SUSD may be eligible to participate
27 with the approval of the site and district administration. These

- 1 employees shall be placed on a temporary contract subject to annual
2 renewal.
- 3 3) A job sharer who has been a full-time staff member and who wishes to
4 return to a full-time assignment in the subsequent year must so
5 inform the Superintendent or designee by February 1.
- 6 4) If the job sharers agreement is for 50%, each teacher will be granted a
7 one step salary increment, every two (2) years. If a job sharers
8 agreement is for a 20% contract, the 20% teacher will be granted one
9 step increment every five years
- 10 5) Job-sharing employees will earn a pro-rated credit toward retirement,
11 leave, and fringe benefits. The employee may pay a pro-rated share of
12 fringe benefits available subject to approval of the District.
13 Health benefits are shared on a prorated basis subject to the CAP.
- 14 6) It is understood that “job shared” non-teaching assignments shall be
15 pro-rated and that these assignments, whenever possible, shall be
16 scheduled at times that the employee is scheduled to be at work.
17 However, the following activities require the attendance of both job-
18 sharing employees:
- 19 a) Open-House
- 20 b) Back-to-School Night
- 21 c) Professional Development Days
- 22 d) IEP (Individual Educational Plan)
- 23 e) SST (Student Study Team)
- 24 f) First and last student attendance days
- 25 g) Parent Conferences
- 26 7) A condition of entry into shared teaching shall be that the affected
27 teachers shall decide between themselves which of them shall have the
28 right to retain the shared teaching position in the event both teachers
29 wish to subsequently return to a regular full-time teaching assignment
30 at the end of the first year. The remaining teacher shall be reassigned
31 or transferred in accordance with the transfer procedure set forth in
32 this contract.

- 1 8) Prior to the first year of participation, and each succeeding year of job
2 sharing status, teachers shall request a part time leave of absence
3 from their full time teaching position.
- 4 9) Teachers wishing to return to full-time status after participation in the
5 program shall be reassigned on the basis of available positions for
6 which they are qualified. If the position they left, in order to job
7 share, is vacant or filled by a temporary person, the affected teacher
8 will be reassigned in accordance with transfer procedures as set forth
9 in this contract.
- 10 10) Individual part-time teaching positions are not required to be made
11 available to teachers unable to secure a teaching partner to share a
12 classroom.
- 13 11) The job sharers may cover for each other for short term illnesses, at
14 the rate currently authorized by the district for substitute teachers,
15 with the mutual consent of the principal and the “covering” teachers.
- 16 12) In the event that one of the job-sharing teachers terminates
17 employment with the district or accepts a reassignment, the remaining
18 party shall be required to take the full-time position until such time
19 the situation can mutually be resolved.
- 20 13) If the job sharing request is denied, the applicants shall be notified in
21 writing of the reasons for the denial.

22

Article

17

1

2 **Early Retirement Incentive Program**

3 A Retirement Incentive Program may be provided by the District based upon
4 the conditions set forth below.

5 **General Provisions:**

6 Any certificated employee of the Salida Union School District who is eligible
7 for retirement under the California State Teachers Retirement System or the
8 Public Employees Retirement System shall be eligible to participate in the
9 District's Retirement Incentive Program providing the following provisions
10 have been met;

11 a) The certificated employee shall notify the District
12 Superintendent or his/her designee of his/her intention to retire
13 no later than February 1st of the last year of employment.

14 b) No certificated employee who retires may accept a full time
15 equivalent teaching, counseling, or school administrative
16 position in any school district in California where health/welfare
17 benefits are applicable. Substituting and short-term contracts
18 allowed by the State Retirement System, and not affecting
19 retirement payments are accepted. Should this provision be
20 violated, any health/welfare payments made on behalf of the
21 retiree shall be returned to Salida Union School District within
22 six (6) months and all subsequent premium payments shall be
23 terminated.

24 c) The District retains the prerogative of limiting the number of
25 certificated employees, according to budget constraints, who
26 may retire under this article in any single year. If more
27 certificated employees apply than by District decision, can be
28 accommodated, those granted retirement under this Article
29 shall be selected by seniority, unless a certificated employee
30 with seniority waives his /her seniority rights in favor of another
31 certificated employee with less seniority.

32

Appendix

A

Provisions to Salary Schedule

Optional Assignments

1 The District, within its discretion, may request an employee to work
2 additional days beyond their regular work year. Employees who agree to do
3 so shall be paid on a per diem basis. Employees shall be credited with one
4 additional illness leave day for each 20 additional days actually worked.
5 Substitute positions are not to be included. Summer school positions are not
6 to be included.

Placement on Salary Schedule and College Credits

- 7 1) Regularly credentialed teachers new to the District will be allowed one
8 step on the salary schedule for each year of satisfactory teaching
9 experience outside the District. The outside experience must be within
10 two (2) years of initial service in Salida. This will be for any new hires
11 beginning the 2017-2018 school year.
- 12 2) All units must be approved in advance by the site administrator and
13 Assistant Superintendent.
- 14 3) Only a grade of “C” or better, or “Pass” in a Pass-Fail course, is
15 acceptable for credit on the salary schedule.
- 16 4) Column Movement shall be (12) upper division or graduate level
17 semester units with one column movement per year. Lower division
18 classes will be accepted and applied to salary schedule only when such
19 are needed to meet credential requirements or District needs, and are
20 related to the teacher’s assignment.
- 21 5) Academic work must be completed and confirming evidence submitted
22 by August 31st for modified/traditional and June 30th (YRE) for credit
23 for ensuing year.
- 24 6) Request for unit credit shall include a brief catalog description of the
25 courses and the transcripts confirming the course credit.
- 26 7) Course work and related expenses paid for by the District would make
27 unit ineligible for salary schedule application, except as otherwise
28 provided for by the District. If the teacher elects to pay additional fees

1 for unit credit for prior approved course work, those units would apply
2 for salary schedule.

3 8) To advance on the salary schedule and count as a year of
4 experience/seniority, at least 50% of the school year assignment must
5 have been taught.

6 9) Teachers who do not hold a regular credential will be placed on step 1
7 of the non-credential salary schedule and remain on step 1 until such
8 time as they obtain a regular credential, at which time they will be
9 placed at the appropriate step effective the month following the date of
10 official notification received from an educational institution confirming
11 the regular credential status, at the District personnel office.

12 **Benefits**

13 The District will offer an all inclusive (100% employee, 100% dependent) Cap
14 of **\$6,360.00** with the following option:

15 1) Any certificated employee with a hire date prior to January 1, 2012
16 and is able to provide the District with verification of health/ welfare
17 coverage (medical/ dental/ vision) from another qualified group
18 provider, may elect to receive \$250.00 per month under Section 125
19 rules, in lieu of health/ welfare benefits provided by Salida Union
20 School District.

21 2) **Health:** This District will pay 100% of employee medical, dental, and
22 vision premiums and 100% of dependent medical premiums up to the
23 cap. The district is committed to providing affordable health coverage
24 for all employees and will make every attempt to provide a plan whose
25 cost will not exceed the district cap for health coverage.

26 3) **Dental:** Coverage will remain with current provider with an annual
27 benefit maximum of \$2,000.00.

28 4) **Vision:** Benefit Coverage will remain with current provider per
29 current program limits.

30 5) Dental and vision benefit coverage's open enrollment period is every
31 other year.

32 If at any time during the duration of this contract, a change of insurance
33 benefits or carrier is desired, it must be agreed upon mutually by the District
34 and the Association. The District, in cooperation with the Central Region
35 School Insurance Group current Joint Powers Authority (JPA), will consult
36 with the Association should the Joint Powers Authority (JPA) be considering
37 a change in carrier. The Association understands that exercising their right

1 to request the District to pursue alternative insurance benefits from another
2 provider requires advance notice to withdraw from the JPA no later than 6
3 months before the District's renewal date.

Payroll Cycle Adjustment

4 If a transfer/ reassignment or the ceasing of year-round school will result in
5 an employee changing to a later payroll cycle, the employee may remain on
6 his/ her current payroll cycle if such an adjustment is necessary to insure
7 there is no interruption in monthly payroll warrants. Employees who request
8 this payroll adjustment shall be required to complete a written request on a
9 form prepared by the District which will also include an agreement by the
10 employee to repay the District for any overpayment in the event that the
11 employee does not complete the required paid days of service in the school
12 year.

Appendix
B

Stipends

1 When two or more employees with equal experience and qualifications request a
2 stipend position, seniority will be used as a tiebreaker.

3 Employees at the Middle School, other than counselors, may be employed for a seventh
4 period by mutual agreement with the employer and shall be paid an additional one-
5 sixth of their salary schedule placement in lieu of the normal preparation period. Said
6 agreement shall not extend beyond the end of the academic school year.

7
8 Zero and/or Eighth Period for Music Program at Salida Middle School -
9 A zero or eighth period may be included in the SMS Music schedule. These optional
10 periods are intended to be utilized for greater student access to the music program at
11 Salida Middle School. In addition, for a zero or 8th period class to remain intact and for
12 the music teacher to receive a stipend; there must be a minimum of 17 students in
13 attendance for the year.

14
15 Professional Stipends will be based upon an hourly rate of \$50.00. To determine a
16 professional stipend, multiply hourly rate by applicable factor for a yearly stipend dollar
17 rate. The following factors, except as set forth for Band and Sports, will be used in
18 determining the professional stipends.

19		
20	Band Stipend, (Weekend Competitive Events) -----	\$50.00 curriculum rate per
21	hour	
22		
23	Safety Patrol-----	Factor of 30
24		
25	Year Book	
26	Elementary-----	Factor of 20
27	Middle School (if not embedded in schedule)-----	Factor of 30
28		
29	Student Council	
30	Elementary-----	Factor of 20
31	ASB Leadership 6-8 (if not embedded in the schedule)-----	Factor of 30
32		
33	Cheerleader Advisor-----	Factor of 30
34		
35	After School Advisor-----	Factor of 20
36	Induction Stipend (candidates must have at least five years of teaching	
37	experience)\$1500.00-----	Factor of 30

1 Up to five (5) clubs may be funded at the middle school by the District. Examples
 2 include but are not limited to: Technology, Drama, Choir, Jazz Band, Chess, Science
 3 Olympiad, Future Cities, Math, Book Club, Art, Speech, Interact, Teen Runs, etc.
 4 Elementary School Clubs (Maximum of 3)-----Factor of 10
 5 Outdoor Education-----Factor of 20
 6 (Based on four full nights, will be prorated if less than four full nights)
 7
 8 Special Education Stipend-----Factor of 50
 9 Must hold full credential and be assigned to a Resource or LH position.

10
 11 Combination Class-----Factor of 50 or Para Educator
 12

Sports Stipends

13 The after school Recreation sports stipend factor is determined by multiplying the
 14 actual number of weeks times four (4). The total of all sports stipends will be capped at
 15 a maximum of \$19,500 annually. This cap does not include the stipend of the Athletic
 16 Director (\$2,100.00). No stipends will be paid beyond the maximum annual cap.

17 Athletic Director-----Factor of 70

18 Basketball Weeks

19 G6; B6-----6

20 G7; G8; B7; B8-----12

21 Football G7/8-----8

22 Volleyball

23 G6-----6

24 G7; G8-----8

25 Wrestling-----8

26 Softball

27 G7; G8-----8

28 Track-----8

29 Cross Country-----8

30

31 **Par Panel:** A \$50.00 per hour stipend for PAR Panel members, not to exceed \$1,100.00
 32 annually)

33

Appendix

C

1 **PEER ASSISTANCE AND REVIEW PROGRAM:**

2 Salida Union School District
3 Peer Assistance & Review Program

4 The Salida Union School District and the Salida Teachers Association have established the
5 Peer Assistance & Review Program through which the district's exemplary teachers provide
6 collegial support and assistance to other teachers in the district.

7 The goal of the PAR Program is to provide professional development opportunities through
8 which the district's teachers can enhance their skills and abilities as professional educators
9 and in so doing, contribute to improved student achievement.

10 Teachers of the Salida Union School District may participate in the PAR Program on a
11 mandatory, recommended, or voluntary basis as described below:
12

13 **Mandatory:** Tenured teachers who receive the rating of "unsatisfactory" on their
14 evaluation in the area of instructional strategies, subject matter knowledge, or both will
15 be referred by their administrator for mandatory participation in the PAR Program, in
16 accordance with Education Code 44664(b).

17 **Recommended:** Teachers will be recommended to participate in the PAR Program when
18 any of the following circumstances apply:

19 **Voluntary:** Any Salida Union School District teacher may initiate a request to participate
20 in the PAR program.

- 21 a) Tenured teachers who receive the rating of "Needs Improvement" on their
22 evaluation in the area of instructional strategies, subject matter knowledge, or
23 both.
- 24 b) Tenured teachers who receive the rating of "Unsatisfactory" on their formal
25 observation in the area of instructional strategies, subject matter knowledge, or
26 both.
- 27 c) Tenured teachers who receive the rating of "Needs Improvement" or
28 "Unsatisfactory" on their evaluation in the area of classroom management.
- 29 d) Teachers who are changing grade level assignments, when those assignments
30 involve a change of more than two grade levels.

- 1 e) Non-tenured teachers who are not eligible for participation in the District's new
2 teacher support programs (BTSA, Intern or Pre-Intern).

3 **Service Priorities**

4 In the event that the number of teachers seeking participation in the PAR Program exceeds the
5 program's service capacity, the Peer Review Panel will allocate program resources in the
6 following priority order:

- 7 ▪ Mandatory
8 ▪ Recommended
9 ▪ Voluntary

10 **Mandatory Participation**

- 11 1) Mandatory participants enter the PAR Program at the start of the academic year
12 following receipt of the unsatisfactory rating(s) on the evaluation.
- 13 2) Mandatory participants will remain in the PAR program for at least one academic
14 year.
- 15 3) Under no circumstances will mandatory participants receive more than 3 consecutive
16 years of support/participation
- 17 4) At the end of the academic year, the participant will receive an evaluation from the
18 Principal.
- 19 a) If the participant is no longer rated as unsatisfactory in the area(s) that gave rise
20 to the initial mandatory referral, the mandatory referral shall conclude.
- 21 b) If, the participant continues to be rated as unsatisfactory in the area(s) that gave
22 rise to the initial referral that teacher's mandatory participation in PAR will
23 continue for one additional academic year. At the conclusion of the second year of
24 mandatory participation, if the participant again receives an unsatisfactory rating
25 in the area(s) that gave rise to the initial referral, the participant will no longer be
26 eligible to participate in the PAR Program. At this time, the Peer Review Panel
27 will forward the name of the participant to the Board of Education with an
28 indication that, despite having received sustained support through the PAR
29 program, the participant is not performing satisfactorily.

30 **Recommended and Voluntary Participation**

- 31 1) Recommended and Voluntary participants must submit a request to participate in
32 PAR.
- 33 2) The Request to Participate is submitted to the Peer Review Panel.

- 1 3) Recommended and Voluntary participants who are accepted to the PAR Program
2 must participate for at least one trimester and may request to continue participation,
3 without reapplication, for up to three trimesters (one academic year).
- 4 4) If a recommended or voluntary participant wishes to remain in the program for longer
5 than one year, the participant must submit a new request to participate.

6 **Process for Mandatory Participants**

- 7 1) Teachers entering the PAR Program as a result of having received an unsatisfactory
8 rating on the evaluation are mandatory participants.
- 9 2) The Principal notifies Personnel that the teacher has received an “unsatisfactory”
10 rating in the area(s) of instructional strategies and/or subject matter knowledge.
- 11 3) The Principal forwards the evaluation to Personnel.
- 12 4) Personnel forwards referral to Peer Review Panel which will include the name, site,
13 grade level/subject area of the teacher, name of principal, indication of which area(s)
14 in which the unsatisfactory rating has been received.
- 15 5) Peer Review Panel initiates the process to match the PT and CT. The PRP will
16 provide the teacher with a list of available/appropriate CT’s and ask the PT to indicate
17 the three most preferred individuals to provide support and assistance.
- 18 6) Participating teacher and principal are notified of the name of the consulting teacher.
- 19 7) Within 10 days, the CT will meet with principal to gain information and insight into
20 the circumstances leading to the unsatisfactory rating on the evaluation.
- 21 8) Consulting teacher meets with the PT to outline program process and expectations
22 (i.e., goals, plan, visits, and professional development). CT will schedule an
23 observation.
- 24 9) CT conducts observation of PT and provides immediate feedback to the PT regarding
25 observation.
- 26 10) CT meets with the Principal and the PT to review the CT’s written goals and plan for
27 improvement.
- 28 11) The CT meets with PRP to review and submit written goals and plan for
29 improvement for PT’s.
- 30 12) CT implements plan, which will include at least two contacts or meetings per month
31 and at least one observation per trimester. Prepare and submit interim reports as
32 required/requested by the PRP to the PRP, principal and the PT.

1 13) CT will work with the Principal to coordinate and communicate timing of observations
2 and evaluation of the PT. The Principal will conduct the formal observation(s) of PT at
3 a time mutually agreed upon by the Principal and CT.

4 14) CT prepares final report and presents to PRP. PRP accepts report and CT forwards
5 report to PT and principal, who will attach and address (agree or disagree with) the
6 CT's report as part of the evaluation.

7 15) PT can submit written response to CT's report and/or the evaluation. The response
8 shall be attached to the report/evaluation and placed in the PT's personnel file.

9 16) Mandatory PT's may file a grievance, following the provisions of Article 6 process.

10 **Process for Recommended Participant**

11 1) Recommended teacher completes a request to participate in the PAR program and
12 submits the request to the PRP, with a copy to the Principal.

13 2) PRP initiates process for CT/PT match

14 3) Participating teacher and principal are notified of the name of the consulting teacher.

15 4) Within XX days, the CT will meet with principal to gain information and insight into
16 the circumstances leading to the recommendation for participation in the PAR
17 program.

18 5) Consulting teacher meets with the PT to outline program process and expectations
19 (i.e., goals, plan, visits, and professional development). CT will schedule an
20 observation.

21 6) CT conducts observation of PT and provides immediate feedback to the PT regarding
22 observation.

23 7) CT meets with the Principal and the PT to review the CT's written goals and plan for
24 improvement.

25 8) The CT meets with PRP to review and submit written goals and plan for improvement
26 for PT's. CT meets with the PT to review the CT's written goals and plan for
27 improvement. Plan could include accessing resources from outside of the District.

28 9) CT implements plan, which will include at least two contacts or meetings per month
29 and at least one observation per trimester. Prepare and submit interim reports as
30 required/requested by the PRP to the PRP, PT and the Principal.

31 10) CT will work with the Principal to coordinate and communicate timing of any
32 observations and evaluation of the PT. The Principal will conduct the formal
33 observation(s) of PT at a time mutually agreed upon by the Principal and CT.

- 1 11) CT prepares final report and presents to PRP. PRP accepts report and CT forwards
2 report to PT and principal. This report shall not be placed in the PT's personnel file,
3 nor attached to the evaluation, unless agreed upon by the PT.

4 **Process for Voluntary Participant**

- 5 1) Teachers volunteering to participate initiate that process by completing a request to
6 participate in the PAR program. The request is submitted to the PRP, with a copy to
7 the Principal.
- 8 2) PRP initiates process for CT/PT match.
- 9 3) Participating teacher and Principal are notified that teacher has been accepted into
10 the PAR program on a self-referral and the name of the Consulting Teacher.
- 11 4) Consulting teacher meets with the VP to outline program process and expectations
12 (i.e., goals, plan, visits, and professional development) and gain information and
13 insight into the circumstances leading to the self-referral.
- 14 5) CT conducts observation of PT and provides immediate feedback to the PT regarding
15 observation.
- 16 6) CT meets with the PT to review the CT's written goals and plan for improvement.
17 Plan could include accessing resources from outside of the District.
- 18 7) The CT meets with PRP to review and submit written goals and plan for improvement
19 for PT's.
- 20 8) CT implements plan, which will include a minimum of three (3) contacts or meetings
21 during the trimester.
- 22 9) At the end of the trimester, the CT will prepare and submit a trimester report to the
23 PRP, SRT.
- 24 10) The final report may go to the principal and/or personnel file only upon request of the
25 PT.

26 **Peer Review Panel**

- 27 1) The PAR Program is administered by a panel of five (5) members which shall include
28 three (3) tenured, classroom teachers and two (2) administrators. Two (2) of the three
29 teacher representatives to the Peer Review Panel shall be from grades K-5, and the
30 remaining representative shall be from grades 6-8.
- 31 2) Quorum will be three (3) members consisting of at least one (1) administrator and two
32 (2) teachers.

1 3) Action requires three (3) votes and will be reported only in terms of numbers of votes
2 for/against any action.

3 4) Panel actions will be reported in.

4 **Criteria for Participation on the Peer Review Panel:**

5 a) Site representatives and the sitting President of the Salida Teachers Association
6 shall not be part of the Peer Review Panel.

7 b) Site Administrators shall not be part of the Peer Review Panel.

8 c) Personnel Director shall be part of the Peer Review Panel.

9 **Terms:**

10 a) Teacher members of the PRP shall serve terms of three (3) years for a maximum of
11 two (2) consecutive terms.

12 b) Initially, the highest vote-getter shall be appointed to serve a three (3) year term,
13 the second highest vote-getter shall be appointed to serve a two (2) year term and
14 the third highest vote getter shall be appointed to serve one (1) year term.

15 c) Length of terms of the Administrative members of the PRP shall be at the
16 discretion of the District.

17 **Application and Selection Process for Teacher Members:**

18 1) Minimum Qualifications: In order to be considered for participation on the PRP, a
19 teacher must meet the following criteria:

20 2) Tenured classroom teacher with a minimum of five (5) years of experience as a teacher
21 with the Salida Union School District.

22 3) Demonstrated leadership roles (e.g., lead teachers, participation in school site and/or
23 district committees, professional development, participation in professional
24 organizations).

25 4) Demonstrated effective communication, interpersonal skills and ability to work
26 cooperatively with others.

27 5) Qualified classroom teachers interested in being a Teacher Member of the PRP will
28 complete and submit an application to the Personnel Office according to a timeline
29 established by the PRP.

- 1 6) STA and District will coordinate an election process for teacher members of the PRP
2 at least once per year, ensuring that all classroom teachers have ample opportunity to
3 vote.
- 4 7) Teacher members of the Peer Review Panel shall be compensated at a rate established
5 by STA and District.
- 6 8) The District shall ensure that Teacher members of the Peer Review Panel are
7 protected from liability.
- 8 9) The PRP shall meet at least twice annually. The format, content and length of
9 meetings will be determined by the PRP.

10 **Responsibilities of the Panel:**

- 11 1) Select, train and assess effectiveness of Consulting Teachers
- 12 2) Establish operational procedures and budget for PAR Program
- 13 3) Create necessary forms and processes to implement and maintain program
- 14 4) Annually evaluate PAR program effectiveness including feedback received from PT's,
15 CT's and Principals
- 16 5) Receive and review Consulting Teacher reports
- 17 6) Establish methods for matching of CT and PT
- 18 7) Determine content, format and timeline for preparation and submission of Peer
19 Review Reports
- 20 8) Communicate program to teachers and site administrators
- 21 9) Prepare annual report, including recommendations for program changes, for
22 submission to the Board and Association
- 23 10) Provide training to PRP members
- 24 11) All records generated through the PAR program are considered confidential and shall
25 be stored in a secure and confidential manner.

26 **Consulting Teachers**

- 27 1) Consulting Teachers provide collegial assistance and support to participating teachers
28 in the PAR Program.
- 29 2) Consulting Teachers are selected and trained by the PRP

- 1 3) CT's serve a term of up to three (3) years, subject to annual review and approval by
2 the PRP.

3 **Eligibility Criteria: In order to be eligible for consideration as a CT, a teacher must meet the**
4 **following criteria:**

- 5 a) Tenured classroom teacher with a minimum of five (5) years of experience as a
6 teacher with the Salida Union School District.
- 7 b) Demonstrated skill and abilities in the areas of instructional strategies, subject
8 matter knowledge, communication and interpersonal relationships.
- 9 c) Additional consideration will be given to candidates who have demonstrated
10 leadership roles, including but not limited to activities such as participation in
11 school site and/or district committees, professional development activities,
12 participation in professional organizations.

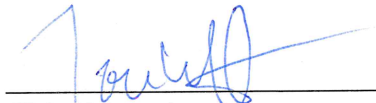
13 **Application Process:**

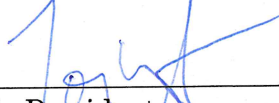
- 14 1) Application available at each site and District Personnel Office
- 15 2) Candidates for CT complete the application and submit it, along with three (3) letters
16 of reference describing the candidate's skills and abilities in the areas of instructional
17 strategies, subject matter knowledge, communication and interpersonal relationships
18 as follows:
- 19 a) One letter from an administrator with the Salida District
- 20 b) One letter from a teacher with the Salida District
- 21 c) One letter at the discretion of the applicant
- 22 d) Panel will receive and review applications and schedule and conduct classroom
23 observations of CT candidates.
- 24 e) Panel will select CT's based on variety of factors including program needs (i.e.,
25 number of participants, grade level and subject matter needs).
- 26 f) CT's selected will be provided with training by the Panel.
- 27 g) Functions performed by CT shall not constitute management or supervisory
28 functions as defined by Government Code §5340.1(g) and (m). Consulting
29 Teachers remain part of the bargaining unit and District provides protection from
30 liability as provided in Education Code/Government Code.
- 31 h) Required to develop goals and plans for assigned PT's, conduct meetings with PT's
32 and/or Principals, prepare and submit necessary/required reports, make

- 1 recommendations regard progress of PT's and overall program operation, attend
2 PRP meetings, participate in peer support provider meetings
- 3 i) CT assignment(s) are made, changed and/or discontinued by PRP.
- 4 j) CT caseload will not exceed three (3) PT's per CT per trimester.
- 5 k) Compensation will be established on the number of PT's assigned each trimester.
- 6 l) PAR Program budget will provide release time for CT's to conduct classroom
7 observations
- 8 m) Site Administrators will make every effort to accommodate a teacher's
9 commitments as a CT and the impact on their performance of their regular and
10 adjunct duties.
- 11 3) All documents excluding regular annual observations/evaluations shall be filed
12 separately, including communications and records dealing with the processing of a
13 grievance, from the personnel files of the participants.
- 14


1 Contract Agreement between
2 Salida Union School District
3 and
4 Salida Teachers' Association
5 2022-2023

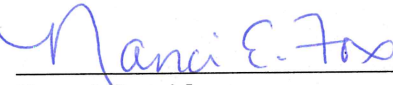
6 Ratified Salida Teachers' Association: February 23, 2023

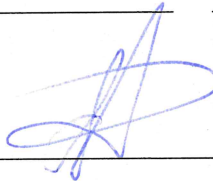
7 
8 _____
Chief Negotiator


_____ Co-President

9 Approved Salida Union School District Board of Trustees: March 14, 2023

10 
11 _____
Superintendent


_____ Board President

12 Chief Negotiator 
13 _____
14

Salida Teachers' Association 2023-2024 Certificated Salary Schedule

STEP	Intern					
Intern	62,977					
STEP	BA + 12	BA + 24	BA + 36	BA + 48	BA + 60	BA + 72
1	64,360	65,665	65,970	72,799	80,191	88,182
2	65,649	65,665	68,502	72,799	80,191	88,182
3	65,665	67,315	71,042	74,588	80,191	88,182
4	66,703	69,864	73,578	77,870	82,741	88,182
5	69,249	72,395	76,121	80,417	85,283	90,736
6	71,786	74,934	78,660	82,951	87,816	93,271
7	74,318	77,472	81,203	85,491	90,360	95,812
8	76,865	80,017	83,732	88,039	92,903	98,349
9	76,865	82,565	86,278	90,568	95,436	100,884
10	76,865	85,093	88,825	93,117	97,987	103,419
11	76,865	85,093	91,370	95,662	100,826	105,973
12	76,865	85,093	93,908	98,189	103,050	108,501
13	76,865	85,093	93,908	100,742	105,610	111,048
14	76,865	85,093	93,908	100,742	108,145	113,595
15	76,865	85,093	93,908	100,742	108,145	115,673
16	76,865	85,093	93,908	100,742	108,145	115,673
17	76,865	85,093	93,908	100,742	108,145	116,937
18	76,865	85,093	93,908	100,742	108,145	116,937
19	76,865	85,093	93,908	100,742	108,145	116,937
20	76,865	85,093	93,908	100,742	108,145	116,937
21	76,865	85,093	93,908	100,742	108,145	116,937
22	76,865	85,093	93,908	100,742	108,145	118,959
23	76,865	85,093	93,908	100,742	108,145	118,959
24	76,865	85,093	93,908	100,742	108,145	118,959
25	76,865	85,093	93,908	100,742	108,145	124,853

185 Contract Base Days commencing in 2023-2024
 Master Stipend: \$2,266
 Doctorate Stipend: \$2,266

Change Fiscal Year
 Board Approved 6/20/23
 Revised 6/22/23



Salida Union School District

4801 Sisk Rd., Salida, CA 95368

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As per Article 10 of the Contract Agreement between Salida Union School District and the Salida teachers' Association, it is agreed to by the below signed parties for the teacher to be evaluated every 5 years. The next scheduled evaluation year will be _____.

_____	_____	_____	_____
Teacher	Date	Administrator	Date

(This consent may be withdrawn by either party as per contract).

White: Personnel File

Pink: Administrator

Canary: Teacher