

6. TEACHING HOURS

6.1 Regular Teacher Work Day

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

6.1.1 Secondary Schedule (Grades 7-12)

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

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

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

6.1.2 Elementary Schedule (Grades 1-6)

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

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

6.1.3 Kindergarten Schedule

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

6.2 Resource Days

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

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

6.2.3 Each regular classroom teacher, resource classroom teacher and special day class teacher in grades K-3 shall receive two (2) resource days in each school year.

6.2.4 A resource day shall be defined as time for professional preparation and/or growth.

6.2.5 The individual teacher and the site administrator shall mutually agree on the program of resource day(s) utilization.

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- 6.2.6 Resource days may be utilized for activities to include, but not limited to:
 1. Curriculum Development
 2. Professional Improvement
 3. School Visitations
 4. Workshops
 5. Research and Writing
- 6.2.7 Resource days shall not be used for personal business, recreation or entertainment.
- 6.2.8 Selected resource days shall be subject to the availability of substitutes in the District.

6.3 Elementary Planning and Preparation

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

Regular elementary classroom teachers, resource classroom teachers and Special Education teachers teaching special day classes only, grades K—6, who spend 60% of their time instructing students, shall receive ~~\$1000 per year~~ compensation pursuant to 18.20 for voluntary participation in planning and preparation, scheduled outside the regular work day for purposes of upgrading curriculum knowledge, sharing teaching skills and strategies, record keeping, reports and lesson planning. Payment shall be made at the end of each semester. The regular time for this planning and preparation shall be determined at each site by the site liaison committee and the site administrator. Teachers are not required to sign in for preparation time.

6.3.2 Exceptions

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

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

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

6.3.2.2 Any expenses incurred under Section 6.3.2 shall be deducted from the teacher's maximum stipend (~~\$1000~~ pursuant to 18.20).

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

6.4 Faculty Meetings

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

6.5 Collaboration Time

6.5.1 Collaboration shall occur for one and one-half (1.5) hours every two weeks on Tuesday or Thursday. Additional pay shall be included on the pay scale.

Teacher accountability documentation shall take no more than five minutes of planning time. Collaboration time will be paid at 1/6.5 of the teacher's per diem rate. Evidence of such meetings shall consist of a brief overview with information to include teachers present, focus of discussion and/ or desired outcome. Summary to be submitted at the end of the meeting.

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

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

Professional Learning Community Development

- a. Professional Learning Communities (PLC) are collaborative instruction teams that regularly convene to increase student achievement based on both quantitative and/or qualitative data.
- b. PLCs are teacher-driven teams that employ a collaborative structure of professional development and are designed to include input from all campus stakeholders.
- c. PLC teams can be designed by grade level, subject matter, specific student groups, departments, vertical teams, or horizontal teams, including cross-curricular teams.
- d. PLC meetings shall not be used to implement site or district directives that do not relate to PLC team objectives.
- e. PLC meetings shall not be used for purposes that do not promote better teaching/learning (cleaning the room, making copies discussing site/district policies unrelated to instruction, etc.)

Acceptable uses of collaboration shall include:

A. Strategic Planning

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

B. Data Analysis

1. Goal-setting for students based on formative tests

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C. Instructional Design

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

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

6.5.3 Collaboration time is not:

- a. Intended for additional staff meetings
- b. Scheduling/conducting other District, Association, or site meetings
- c. Making copies
- d. Classroom maintenance
- e. Discussing site/district policies unrelated to instruction
- f. Administratively-imposed assignments or tasks

6.6 Reporting Time

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

6.7 Consecutive Time

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

6.8 Secondary Seven-Period Student Day

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

6.9 Saturday School

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- 6.9.1 Teaching of Saturday School shall be considered teacher bargaining unit work.
- 6.9.2 Assignment of teachers to Saturday School shall be on the basis of interview and select at the school site (see Art. 17.4.7).
- 6.9.3 Staffing shall be on a rotational basis among satisfactory candidates at the school site.
- 6.9.4 Class size shall be 45 students for Saturday School only. The District may assign ten (10) more students, predicated on the assumption of "no-shows."
- 6.9.5 The District shall provide readily available administrative support for purposes of discipline and required accounting.
- 6.9.6 Teachers assigned shall be paid at 70% of the teacher's daily rate, commensurate with the percentage of the regular day.

6.10 Non-Required Time

- 6.10.1 No teacher shall be required to teach or assist in an evening session; there shall be no loss of benefits or salary for such refusal.
- 6.10.2 A teacher shall not be required, during his/her preparation period, to substitute for another teacher, except in an emergency.

6.11 Lunch Period

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

6.12 Bathroom Breaks

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

6.13 Meeting Schedule

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

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

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

6.13.3 Wednesday: Professional organizational meetings called by the Association.

6.13.4 Thursday: Collaboration Meetings

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6.13.5 Friday: No District required meetings.

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

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

6.14.1 In grades K-8, the site administrator shall develop a roster of non-teaching duties to be performed by teachers during the teachers' work day. Such roster will be reviewed with the site Liaison Committee and shall be consistent with the purpose and intent of Section 6.14.5 below.

6.14.2 Each teacher shall be provided the opportunity to select duties of his/her own choice.

6.14.3 If volunteers are insufficient to perform needed duties or if an inequitable distribution of duties exists, then the site administrator may re-assign or assign teachers to perform rostered non-teaching duties.

6.14.4 Administrative assignments to non-teaching duties shall not be arbitrary, capricious, or discriminatory.

6.14.5 As soon as practicable after ratification of this Agreement, the administrator and Liaison Committee at each site shall meet for the purpose of evaluating available site resources to formulate a plan for providing supervision of students outside of instructional time, with emphasis on reducing non-instructional duties. If the administrator and Liaison Committee cannot come to an agreement on a plan, it will be forwarded to the Association and District representatives for resolution. If the District and Association are unable to come to resolution on this matter, the prevailing practice of assigning duties shall continue.

6.14.6 Teachers in grades K-8 shall not be required to perform before-school duties, except in emergency situations. An emergency back-up system, including what constitutes an emergency, shall be jointly developed by the Liaison Committee and the site administrator.

6.14.7 K-8 teachers shall not be required to distribute, keep records for, or collect student lunch tickets.

6.15 Non-Teaching Duties in Grade Levels 9-12

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

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

6.16.1 Each teacher may be required to attend either Back-to-School Night or Open House. Each teacher shall receive a notice from the site administrator ten (10) working days prior to the event.

6.16.2 The District shall not, except as provided herein for Back-to-School Night or Open House, assign teachers to perform duties beyond the teacher's work day.

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6.16.3 A teacher may volunteer to participate in non-teaching duties which take place beyond his/her teacher work day.

6.17 In-Service

6.17.1 Special Education teachers who are assigned to locations not participating in the SchoolBased Coordinated Program may be assigned up to twelve (12) hours of required in-service meetings in two (2) blocks of time up to six (6) hours per block, on days when pupils are not assigned. It is understood that Special Education teachers who are assigned to locations that are participating in the School-Based Coordinated Program may be required to attend District-wide meetings as part of the school sites' in-service.

The District will attempt to schedule the District-wide Special Education in-service meetings on dates that the school sites are conducting grade level or departmental activities.

6.17.2 Teachers, excluding Special Education teachers, assigned to locations not participating in the School-Based Coordinated Program may be assigned up to six (6) hours of required inservice meetings. Such in-service meetings shall be in addition to the regular work day of teachers and subject to the following:

- a. Any in-service meeting shall be scheduled thirty (30) days in advance of presentation and announced to all affected unit members fifteen (15) calendar days prior to in-service date.
- b. In-service meetings shall be scheduled within the District and contiguous with the regular work day of unit members.
- c. No more than three (3) in-service meetings may be scheduled pursuant to this section during each year of this Agreement.

6.18 Calendar

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

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

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

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

6.18.3 New Teacher Orientation - At the discretion of the District, teachers new to the District shall attend up to two (2) days of new teacher orientation prior to the start of the school year for

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regular teachers. Each new teacher who participates in the new teacher orientation shall be paid at his/her daily rate.

6.18.4 New Teacher In-Service — In addition, at the discretion of the District, teachers new to the District shall attend up to five (5) days of new teacher in-service prior to the start of the school year for regular teachers. Effective July 1, 2003, newly hired teachers who participates in the new teacher in-service shall be paid their daily rate for the up to five (5) additional orientation days at the beginning of the year.

6.19 Procedure When Substitute Is Not Available

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

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

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

At the intermediate level, the site administrator or designee may select from a list of teacher volunteers on a voluntary basis to teach the additional students for the entire day. The current substitute daily rate of pay shall be split evenly between/among the teachers.

At the secondary level, the site administrator or designee may select from a list of teacher volunteers to teach one (1) period only during his/her prep period. Each teacher who teaches one (1) period during the teacher's prep period shall be paid one fifth (1/5) of the current substitute daily rate of pay. Adequate teacher preparation is still the responsibility of the teacher who accepts this additional responsibility.

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

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

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

6.20 Parent/Teacher Collaboration & Engagement

6.20.1 Teachers shall collaborate and engage with parents throughout the course of each school year. Parent/teacher collaboration shall be compensated for nine (9) hours salary as reflected in Article 18.

6.20.2 Activities that successfully fulfill parent/teacher collaboration shall include, but not be limited to:

a. Parent/teacher conferences

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- b. High School classroom presentations
- c. Academic Parent Teacher Meetings (e.g. SIG)
- d. Parent training
- e. Subject matter presentations

6.20.3 Beginning in the 2017-2018 school year, an additional nine (9) hours of Parent Teacher Collaboration and Engagement time will be added to be used for parent teacher conferences.

Elementary Schools:

At least fifteen (15) hours will be used for parent/teacher conferences and will be completed within forty-five (45) working days of the Fall assessment results being available. At a minimum, teachers will make all reasonable efforts to conference with parents in the Fall. If any of the fifteen (15) hours remain after meeting all parents in the Fall, the remaining hours may be utilized after the Winter assessment. The other three (3) hours will be used for open house or back to school night. Each elementary school will have a Fall back to school night and a Spring open house.

High Schools:

Each high school will spend at least nine (9) hours on parent conferences. High school parent conferences will prioritize parent/teacher meetings for students in danger of failing and will occur within thirty (30) days after first semester and second semester progress reports. Three (3) hours will be used for open house or back to school night. Each high school will have a Fall back to school night and a Spring open house. For the remaining six (6) hours, each high school teacher will choose at least one of the activities listed in Article 6.20.

Stockton Teachers Association:

Stockton Unified School District:

Date: 6/12/2020

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7. LEAVES

7.1 Definitions

- 7.1.1 "Immediate Family" is defined as mother, father, registered domestic partner, grandmother or grandfather of the teacher or of the spouse of the teacher; and the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, or step-parent of the teacher, aunt and uncle, foster parent, and foster child, or any relative living in the immediate household of the teacher.
- 7.1.2 "Household" shall include blood relatives of the teacher or the teacher's spouse or registered domestic partner who reside in the domicile of the teacher.
- 7.1.3 "Paid Leave of Absence" means that a teacher shall be entitled:
 - a. to receive wages and all fringe benefits;
 - b. to return to the same assignment which (s)he enjoyed immediately preceding the commencement of the leave, contingent upon the provisions of the Transfer Policy; and
 - c. to receive credit for annual salary increments provided during his/her leave.
- 7.1.4 "Unpaid Leave of Absence" means that a teacher shall be entitled to have the option to purchase the same fringe benefits accorded teachers who are on paid leave.

7.2 Class A Sick Leave

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

- 7.2.1 Regular full-time teachers shall accrue one (1) day of paid sick leave credit for each month in which they perform duties. In no case shall the teacher receive less than eleven (11) days for a regular school year.
- 7.2.2 The total days of sick leave accruing in each school year shall be credited from the first day of paid service in that school year. The District shall provide written notice to each teacher by October 15 indicating the accrued sick leave total and sick leave entitlement for the current school year.
- 7.2.3 A teacher may use credited sick leave at any time during the school year.
- 7.2.4 Regular part-time teachers shall accrue sick leave credit in proportion to the fractional equivalent of full-time in which they perform assigned duties.
- 7.2.5 Unused sick leave credit for any teacher who leaves the District prior to retirement or who retires from employment in the District shall be reported to the STRS (State Teachers' Retirement System) for the retirement benefit calculation pursuant to law.
- 7.2.6 Unused sick leave credit may be accumulated without limit and may be transferred to any other school district with a transferring teacher pursuant to law.

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- 7.2.7 For summer school sick leave, refer to Section 13.6.
- 7.2.8 Each teacher shall be entitled to utilize two (2) days of his/her sick leave allotment during each school year for discretionary leave. Discretionary leave may be utilized subject to fifteen (15) days written notice to his/her supervisor. The supervisor may not unreasonably deny the request for discretionary leave.

7.2.9 Substitute teachers reference Article 22.5 for applicable sick leave provisions.

7.3 Class B Absence Other Than Illness

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

7.4 Leave for Compelling Personal Reasons (CPR)

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

- 7.4.1 Compelling personal reasons means any business or civic endeavor or activity which cannot be conducted before or after school and which requires the presence of the teacher. Leave for compelling personal reasons shall not be used for vacation or recreation.
- 7.4.2 A teacher shall not be required to secure advance permission to use leave for the purposes listed above. When possible, teachers shall provide at least a 24-hour notice to the District of their intention to use leave for compelling personal reasons. It is understood by the District that situations may arise that prevent teachers from providing prior notice, and teachers will not be subject to any adverse impact in these situations.
- 7.4.3 Teachers shall be required to provide verification for use of CPR leave to the Human Resources Office when requested by the Assistant Superintendent of Human Resources, or designee.

7.5 Extended Illness Leave

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

7.6 Parental Leaves

7.6.1 Maternity Leave

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

7.6.2 Pregnancy Leave

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- 7.6.2.1 Pregnancy leave is a leave of absence for that period of time during which a teacher is temporarily disabled from employment due to pregnancy, miscarriage, childbirth or the recovery therefrom.
- 7.6.2.2 Notification for leave under this policy shall be made to the Assistant Superintendent of Human Resources in sufficient time to allow the District to arrange for a substitute. Notification shall be made no later than forty (40) days prior to the beginning date of leave requested.
- 7.6.2.3 The forty (40) day notice requirement shall be waived upon medical considerations verified by the teacher's physician.
- 7.6.2.4 Notification of Pregnancy Leave - The length of the leave of absence, including the date on which the leave shall commence and the date on which the teacher shall resume duties, shall be determined by the teacher and the teacher's physician.
- 7.6.2.5 The District reserves the right to verify the period of actual temporary disability by consultation between the teacher's physician and a District-appointed physician.
- 7.6.2.6 This policy shall not discriminate against evidence of treatment and the need therefore by the practice of the religion of any well-recognized church or denomination.
- 7.6.2.7 Accumulated sick leave shall be applied to the period of actual physical disability for absence made necessary by pregnancy, miscarriage, childbirth or the recovery therefrom.
- 7.6.2.8 The teacher's fringe benefits shall be maintained during such periods of actual temporary physical disability.
- 7.6.2.9 Any teacher returning from Pregnancy Leave which began and ended in the same school year shall be treated as returning from a period of temporary disability and shall be returned to the same assignment. In the event of a reduction in staff at the teacher's assignment site, the procedures provided for in Article 17, Transfer and Assignment, shall apply.
- 7.6.2.10 Any teacher returning from Pregnancy Leave at any other time shall be offered the same assignment which would have been offered had no such leave been taken, in accordance with procedures provided in Article 17, Transfer and Assignment

The assignment/slot the teacher left when she took her leave shall be reserved for her. The Human Resources Office shall continue to identify and hold that slot by recording any shifts in enrollment, etc. All such shifts shall be consistent with Article 17, Transfer and Assignment.
- 7.6.2.11 The District shall not, because of pregnancy of any female person, refuse to hire or employ her or refuse to select her for a training program leading to employment, or discriminate against her in compensation or in terms, conditions, or privileges of employment.

7.6.3 Child-Rearing Leave

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

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

7.6.4 Adoption and Bonding Leave

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

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

7.7 Industrial Accident and Illness Leave

Section 44984 of the Education Code is supplemented as follows:

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

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

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

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

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

7.8 Bereavement Leave

The Superintendent or designee shall grant a paid leave of absence to a teacher in the event of the death of a member of the immediate family or the teacher's household as defined herein. Three (3) days of such leave will be granted when travel does not exceed 250 miles one way or five (5) days if travel exceeds 250 miles one way. This leave shall not be deducted from sick leave. The District will provide bereavement leave during the work day for teachers to attend a memorial service or funeral for a deceased staff member. This leave shall extend for the time necessary to attend such service in the local area and shall be subject to the availability of substitutes to cover the existing duties.

7.9 Jury Leave

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

7.10 Emergency Leave

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

7.11 Legislative Leave

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

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

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

7.12 In-Service Leave

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

7.13 Military Leave

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

7.13.2 Any teacher who is a member of the reserve corps of the armed forces or of the National Guard or the Naval Militia shall be entitled to a temporary leave of absence while engaged in military duty ordered for purposes of military training, drills, encampment, naval cruises, special exercises, or like activity, providing that the period of duty does not exceed 180 calendar days including the time involved in going to and returning from such duty.

7.13.3 Upon return from military service to District service, a teacher shall be entitled to all the rights and privileges which he/she would have enjoyed if he/she had not been absent.

7.13.4 Any teacher recalled by the military while employed shall continue advancement on the salary schedule in the same manner as though he/she were teaching, however, unit requirements must be met for the next step.

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7.13.5 A teacher who is called into active military duty or who is on a temporary military leave of absence, and who has been in the service of the District for a period of not less than one year immediately prior to the date on which the absence begins, shall be entitled to receive one-tenth of his/her annual salary. The school district shall pay him/her this amount immediately upon receipt of verified information which indicates that the teacher is actually in military service and has been so for at least thirty (30) days. No more than one (1) payment shall be allowed for this leave during any one (1) fiscal year.

7.14 Association Leave

7.14.1 Association President's Leave

7.14.1.1 Upon request of the Association, the Association President shall be granted a leave of absence during his/her term of office to conduct business pertinent to Association affairs.

7.14.1.2 For the 1994/95 school year, the Association president shall be paid his/her salary and fringe benefits by the District; and the Association shall reimburse the District for one-half (1/2) of the Association President's salary, related costs, and fringe benefit expenses.

7.14.1.3 Commencing with the 1995/96 school year and thereafter, the Association President shall be paid his/her full salary and fringe benefits by the District; and the Association shall reimburse the District for the full salary, related costs, and fringe benefit expenses.

7.14.1.4 Upon termination of an Association leave, the Association President shall return to the same work site and position which he/she had immediately preceding commencement of the leave, contingent upon the provisions of Article 17, Transfer and Assignment.

7.14.2 Other Association Leave

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

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

7.15 Sabbatical Leaves

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

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- 7.15.1 The District shall pay to a teacher on sabbatical leave fifty (50%) percent of his/her full salary. There shall be no reduction in fringe benefits during the term of a teacher's sabbatical leave.
- 7.15.2 A teacher who is to go on sabbatical leave and the District shall develop a payment schedule which is mutually acceptable to both parties at least thirty (30) days before the sabbatical leave is scheduled to commence.
- 7.15.3 The District shall provide the Association with sabbatical leave application forms within thirty (30) days of the Agreement.
- 7.15.4 While on sabbatical leave a teacher shall be eligible for all leaves of absence enumerated in this Article.
- 7.15.5 Sabbatical Leave-Application Process
 - 7.15.5.1 Any teacher 62 years of age or under, who has satisfactorily completed seven (7) consecutive years Of teaching and/or administrative service in the District, four (4) of which must have been as a tenured teacher, may apply for sabbatical leave. No more than one (1) full year of sabbatical leave shall be granted any teacher during a seven (7) year period of employment.
 - 7.15.5.2 A complete, formal application form for a sabbatical leave, including the plan for study and/or travel, must be filed with the Human Resources Office before November 1 of the year preceding the school year for which the leave is requested (Applications received after the November 1 deadline will be given consideration only if there are available slots after those applications received prior to the November deadline have been processed).
 - 7.15.5.3 An applicant will be notified of the receipt of his/her sabbatical leave application within ten (10) days.
 - 7.15.5.4 Applications will be submitted to the District at its first public meeting in January.
 - 17.15.5 Applicants will be notified of approval or disapproval of the applications not later than February 1 .
 - 7.15.5.6 Acceptance of the sabbatical leave must be made in writing by February 10.
 - 7.15.5.7 Alternates will be designated. Alternates will be notified in designated order, according to the provisions of the policy, if any sabbatical leaves are not accepted.
 - 7.15.5.8 If an accepted applicant wishes to become an alternate, the first alternate will be given the sabbatical leave and the accepted applicant will be placed on the alternate list.
 - 7.15.5.9 The teacher must agree to return to service in the District for a two (2) year period after the completion of the sabbatical leave.

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

7.15.6 Indemnity Bond

If the teacher chooses to be paid during the time he/she is on leave, he/she shall post a suitable bond, before beginning sabbatical leave, indemnifying the District for any salary paid him/her during the period of sabbatical leave in the event he/she fails to complete his/her proposed program of study and/or travel or fails to return to the District to teach for at least two (2) years immediately following his/her sabbatical leave. Failure of a teacher to return to teach in the District for at least two (2) years immediately following his/her sabbatical leave or failure to complete satisfactorily his/her scheduled program of study and/or travel shall not result in forfeiture of his/her bond, provided such failure is due to his/her death or physical or mental disability certified by a licensed physician.

7.15.7 Report of Leave

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

7.15.8 Short-Term Sabbatical Leaves

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

- 7.15.8.1 Such leaves will be for the same purposes as listed above.
- 7.15.8.2 A total of twenty (20) weeks during the school year will be provided.
- 7.15.8.3 A teacher granted a short-term sabbatical leave shall receive fifty (50) percent of his/her scheduled salary for this period.
- 7.15.8.4 No individual leave shall be granted for less than two weeks (2) nor more than four (4) weeks.
- 7.15.8.5 A teacher must have completed seven (7) consecutive years of full-time service in the District before becoming eligible for a short-term sabbatical. No more than one (1) short-term sabbatical shall be granted a teacher during a seven (7) year period.
- 7.15.8.6 This will not preclude a teacher from participating in the full-year sabbatical leave program described in 7.15.1 through 7.15.7.

7.16 Other Leaves

7.16.1 Upon request of the teacher, the District may grant a paid or unpaid leave of absence to any teacher for a purpose other than those listed above. This leave is granted on a year-to-year basis, not to extend beyond three (3) years, except in cases of leave for educational renewal which may be extended to five (5) years. The District shall annually request in writing that teachers on leave declare their intent to return. This request may be made as early as January I of each year. Unit members must respond within forty (40) calendar days of the written notice from the District.

7.16.2 A teacher shall be entitled to leave to serve as a witness under subpoena other than as a litigant and not brought through the connivance or misconduct of the unit member.

7.16.3 A teacher shall be entitled to one (1) day of paid leave to care for his/her dependent(s).

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7.17 Catastrophic Leave Program

~~Provided that not less than 500 days are~~ Using days contributed to the Catastrophic Leave Bank ("CLB") from enrollment as outlined in 7.17.7, 7.17.8, and/or previous enrollment contributions, ~~during the initial enrollment period described in Section 7.17.7,~~ a catastrophic leave program shall be established to provide additional sick leave benefits for enrolled members as follows:

- 7.17.1 A teacher who is entitled to paid sick leave and who is experiencing catastrophic illness or injury is entitled to the benefits of this program if the teacher has exhausted all of his/her sick leave.
 - 7.17.1.1 The teacher must provide verification of catastrophic illness or injury in a manner acceptable to the District and must request the leave in writing.
 - 7.17.1.2 The teacher must have previously become a member of the Catastrophic Leave Program pursuant to Section 7.17.5.
 - 7.17.1.3 The benefits of this program are limited to one (1) occurrence per fiscal year.
- 7.17.2 "Catastrophic illness" or injury means an illness or injury that is expected to incapacitate the teacher or a household member (as defined in 7.1.2) for whom the teacher is the caretaker for an extended period of time, and the taking of extended time off work creates a financial hardship for the teacher because he/she has exhausted all sick leave.
- 7.17.3 "Eligible leave" credits means sick leave accrued to the donating employee.
- 7.17.4 In order to be eligible for this program, the teacher must be eligible for benefits under the salary protection insurance policy. The maximum allocation from the Catastrophic Leave Bank shall be no more than the difference between the number of personal sick leave credits the employee has accumulated at the beginning of the absence, and the thirty (30) calendar days' waiting period for the income protection plan benefits to commence.
- 7.17.5 A teacher may become a member of the Catastrophic Leave Program, and thereby become eligible for receipt of benefits under the program, by filing with the Human Resources Office an irrevocable donation of one (1) sick leave credit per school year unless the assessment is suspended pursuant to Section 7.17.6. All donations must be in full-day increments and are non-refundable. Donations beyond one (1) day per fiscal year must be approved by the District.
- 7.17.6 A committee comprised of three (3) representatives from the Association shall be established. The committee shall meet with a representative from the Human Resources Office to review and approve all applications for leaves to be charged to the Catastrophic Leave Bank. ~~In~~ ~~future years~~ Each year, this committee has the authority to ~~may~~ determine that an assessment for that year is unnecessary. The committee shall make such determination and notify the District not later than ~~July~~ August 1st of each school year if the deduction of one day (1) sick leave credit is to be suspended for that year. If this committee (or the Association in lieu) do not stipulate such suspension and the CLB currently has less than 500 days banked, deductions shall continue for CLB enrollees.

~~7.17.7—The initial enrollment period shall be January 2 through January 31, 1992. The effective date of coverage shall be February 1, 1992.~~

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7.17.7 Commencing with the 2021 calendar year:

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

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

7.17.7.2 By June 30⁺ of each year, the District shall provide the Association a report containing the most recent fiscal year ~~three (3) school years~~ of CLB numbers regarding enrollment, transactions, and balances. This shall include ~~each year's~~ beginning and ending balances of days, the number of days donated, and total usage over the year, and include copies of previous years as requested. ~~the last five (5) years, and total usage over the year.~~

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

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

7.18 Miscellaneous

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

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

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

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

7.19 Family Care and Medical Leave

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

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

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leave due to the above-described substantial and grievous economic injury which will result to the District.

If both parents of a child work for the District, each parent may take up to 12 weeks of family care and medical leave related to the birth or placement of the child. ~~In any case in which both parents entitled to family care leave are employed by the District, the District shall not grant leave in connection with the birth, adoption or placement for foster care of a child that would allow the parents aggregate family care leaving totaling more than the twelve (12) weeks authorized by Board policy (see Board Policy AR 4161.8/4261.8/4361.8 for additional information).~~

Stockton Teachers Association:

Stockton Unified School District:

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9. MISCELLANEOUS

9.1 Professional Growth

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

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

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

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

- 9.1.8 A professional growth plan and record shall not include any portion of an activity which occurred prior to the time the employee applied for the professional clear credential, or the most recent renewal of such credential.
- 9.1.9 No professional growth advisor or other Stockton Unified School District representative shall compel an employee to pay any fee or provide any service in exchange for professional growth advice or for approval of a professional growth plan or record.
- 9.1.10 The District shall retain the initial copy of the employee's growth plan at the Human Resources Department. Any further changes to the plan shall be retained both by the advisor and employee. The records of the advisor on a given employee shall be retained and a copy turned over to any succeeding advisor.
- 9.1.11 By December 1 of each year, the District shall provide the Association with a list of any employees whose assignments and credentials make them subject to these professional growth requirements. Failure to provide this list or the failure to include all names subject to these requirements shall not absolve any employee of his/her responsibility to comply with the State's requirements to maintain credentials.
- 9.1.12 All approved professional growth college or university units or approved in-district units that meet the District's salary schedule advancement requirements shall be given credit for salary schedule advancement according to Section 18.5.
- 9.1.13 The employee may appeal an adverse action of any representative of the District to the Commission on Teacher Credentialing, which shall rule in favor of the appeal if it finds any of the following claims by the appellant to be true:

1. That the professional growth advisor has refused to agree to a planned individual program or to professional growth that satisfies the requirements of Education Code Section 44277, or to a proposed modification in such a program. Such a finding by the

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Commission shall be grounds for the designated agency to agree to the planned program or to the proposed modified program.

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

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

9.2 Continuing Employment After Age 70 (contract section and language removed)

~~9.2.1 Each year prior to December 15, the District shall notify unit members who will reach or are beyond the age of 70 during that year, of the requirement to declare a desire to continue in active employment into the succeeding school year.~~

~~9.2.2 The notified teachers shall declare their intention prior to the succeeding February 1.~~

~~9.2.3 The District shall not be arbitrary, capricious, or discriminatory in the application of the law that provides the opportunity for continuing employment.~~

9.3 Employer/Employee Relations Committee

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

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

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

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

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

9.4 San Joaquin County Outdoor Education Program

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

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

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

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

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

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

9.5 Job Sharing

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

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

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

Stockton Teachers Association:

Stockton Unified School District:

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10. PART-TIME EMPLOYMENT/EARLY RETIREMENT

10.1 Part-time Employment

- 10.1.1 Upon mutual agreement between the parties, the District shall provide a voluntary part-time employment plan for teachers between the ages of 55 and 65, in accordance with the provisions of Education Code Section 44922.
- 10.1.2 A teacher may not participate in part-time employment under this section after age 65. Teachers in the program who reach age 65 during the school year may continue through the remainder of the school year.
- 10.1.3 Part-time teachers shall perform such services which shall be mutually agreed upon by the parties and which meet the needs of the District.

10.2 Early Retirement Options

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

- 10.2.1 To be eligible for consideration for the Early Retirement Plan, the teacher must:
 - a. have a minimum often (10) years of continuous service in the District in a position requiring certification;
 - b. be between the ages of 55 and 65;
 - c. have proposed the contract retirement voluntarily.
- 10.2.2 The retiree shall be provided opportunity to serve forty-five (45) days per school year and receive the same salary percentage increase as regular teachers. Retirees serving the full 45 days shall receive ~~\$10,565~~ \$13,495 with prorated increments for total time less than 45 days. This figure shall not exceed the STRS (State Teachers' Retirement System) maximum allowable earnings. The schedule of payment shall be as requested by the retiree within the constraints of the law.
- 10.2.3 The retiree shall perform such services as may be mutually agreed upon by the parties and which meet the needs Of the District.
- 10.2.4 The District shall provide not fewer than forty-two (42) slots (positions). Teachers entering this program will be provided the option of serving for two (2) years. When slots are vacant and there is District approval, retirees who have served a minimum of two (2) years may be granted additional yearly contracts.
- 10.2.5 Working Hours for 45-Day Retirees

Hours for 45-day retirees who are working at a school site shall be the same as teachers' at that school site. If a 45-day retiree travels from one site to another site, the travel time shall be counted as part of his/her work day. Forty five day retirees who work in the District offices, Instructional Media Center, Special Education Office, or other support services

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buildings will have the same work hours as the staffs in those particular buildings. Non-site hours for 45-day retirees will be eight (8) hours per day inclusive of lunch.

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

10.3 Accumulated Sick Leave

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

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

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

10.4 Retirement Notice Incentive

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

~~10.5—Fringe Benefits for Early Retirees and Dependents Other Than Spouses~~

~~10.5.1—Teachers Hired Prior to July 1, 2003~~

~~Any qualifying teacher participating in the Early Retirement Plan shall receive from the District the full cost of the least expensive medical plan. Any qualified teacher will have the same right as current employees to select a more costly HMO or POS medical plan and will be obligated to pay the full difference above the least expensive medical plan. This benefit will last for ten (10) years or until the qualifying teacher is eligible for MediCal/Medicare or until age 65, whichever comes first.~~

~~10.5.2—Teachers Hired After July 1, 2003~~

~~Any qualifying teacher participating in the Early Retirement Plan shall receive from the District the same medical plan options as current teachers. Any qualifying teacher participating in the Early Retirement Plan shall be required to make a proportional payment for the medical plan. STA and the District reserve the right to mutually amend or modify this benefit in the future for current or future teachers. This benefit will last for ten (10) years or until the qualifying teacher is eligible for MediCal/Medicare or until age 65, whichever comes first.~~

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11. placeholder for defunct article (previously ORGANIZATIONAL SECURITY)

ORGANIZATIONAL SECURITY
Professional Dues/Fees & Payroll Deductions

~~11.1—Dues Deductions~~

~~11.1.1—Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees and general assessments in the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the teacher each month for ten (10) months. Deductions for teachers who sign such authorization after the commencement of the school year shall be appropriately pro-rated to complete payments by the end of the school year.~~

~~11.1.2—Changes in the amount of dues to be deducted shall be certified by the Association thirty (30) days before the effective date of the change. Authorization cards for payroll deductions on file with the District need not be re-solicited. If the payroll deduction of any teacher is interrupted due to an unpaid leave or for any other valid reason, that payroll deduction shall automatically be resumed when the teacher returns to service with the District. The payroll deduction of any teacher shall continue during a paid leave.~~

~~11.1.3—The District shall be obligated to put into effect any new or changed deductions as follows:~~

~~If received by the 10th of the month, it shall be deducted beginning with the next pay period, or~~

~~If received after the 10th of the month, it shall be deducted beginning with the next pay period.~~

~~11.1.4—With respect to all sums deducted by the District pursuant to authorization of the employee, whether for membership dues or equivalent fee, the District agrees to promptly remit such monies to the Association accompanied by an alphabetical list of teachers for whom such deductions have been made, categorizing them as to membership or non-membership in the Association and indicating any changes in personnel from the list previously furnished.~~

~~11.1.5—The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.~~

~~11.1.6—Upon appropriate written authorization from the teacher, the District shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, savings bonds, charitable donations and/or any other plans or programs jointly approved by the Association and the District.~~

~~11.2—Employee Rights~~

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~~11.2.1—The District and the Association recognize the right of employees to form, join and participate in lawful activities of employee organizations and the equal, alternative right of employees to refuse to form, join and participate in employee organizations as specified by the Educational Employment Relations Act. Neither party shall exert pressure upon nor discriminate against an employee in the exercise of these alternative rights.~~

~~11.2.2—Accordingly, membership in the Association shall not be compulsory. A teacher has the right to choose: to become a member of the Association; or, to pay the Association a fee for representation services; or, to refrain from either of the above courses of action upon the grounds set forth in Section 11.6 below.~~

~~11.3—Unit Members' Obligations to Exclusive Representation~~

~~11.3.1—A teacher who does not fall within one of the exempted categories as set forth in Section 11.6 below, and who has not voluntarily made application for membership in the Association within the thirtieth (30th) day following the date upon which said employee has commenced duties in the District as a bargaining unit member, must, as a condition of employment in the District, pay annually to the Association a representation fee as defined in Section 11.4 below.~~

~~11.3.2—In the event that a teacher has not paid such fee directly to the Association in one (1) lump sum cash payment within the thirtieth (30th) day following the date upon which said employee has commenced duties in the District as a teacher, the District shall begin automatic payroll deduction as provided in Education Code Section 45061 and in the same manner as set forth in Section 11.1 of this Article. There shall be no charge to the Association for such mandatory agency fee deductions.~~

~~11.3.3—Prior to beginning such payroll deductions, the Association will certify to the District in writing that the teacher whose pay is to be affected by the deduction has: 1) refused to join the Association; and 2) has refused to tender the amount of the agency fee as defined herein; and 3) does not qualify for an exemption under 11.6 herein.~~

~~11.4—Definition of Representation Fee~~

~~11.4.1—The representation fee to be collected from non-Association teachers shall be the amount authorized by Section 3540.1(i)(2) of the California Government Code.~~

~~11.4.2—Any dispute as to the amount of the representation fee shall be resolved pursuant to the provisions of Section 11.7 herein.~~

~~11.4.3 Exceptions~~

~~11.4.3.1—Full-time, non-exempt teachers hired during the school year shall pay a pro-rated representation fee. Such pro-rata share shall be based upon the number of days of actual employment for a school year as compared with the number of days available for full-time employment in the school year.~~

~~11.4.3.2—Part-time, non-exempt teachers and teachers on leave without pay shall pay a partial representation fee based on the categories for part-time and on-leave membership dues established by the Association. The representation fee obligation of teachers on~~

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~~leave without pay shall be enforced by the Association through civil suit, and no payroll deductions shall be made to cover those fees.~~

~~11.5 — Annual Verification of Representation Fee by Association~~

~~11.5.1 — At least twenty (20) working days prior to any requested enforcement of a representation fee from any teacher pursuant to Section 11.3 herein, the Association shall submit a written certification to the District verifying that the total amount of its representation fee conforms to this Article.~~

~~11.5.2 — The Parties agree that such certification is a condition precedent to enforcement of the fee by the District as a condition of employment.~~

~~11.6 — Teachers Exempted from Obligation to Pay~~

~~11.6.1 — Any teacher may be exempted from payment of any fees to the Association if that teacher is a member of a religious body whose traditional tenets or teaching include objections to joining or financially supporting an "employee organization" as defined in Section 3540.1 (d) of the Government Code.~~

~~11.6.2 — Such exempt teacher shall, as an alternative to payment of a representation fee to the Association, pay an amount equivalent to such representation fee, in one (1) lump sum cash payment, within the thirtieth (30th) day following the date upon which said teacher has commenced duties in the District as a teacher, to:~~

- ~~a. The United Way, or~~
- ~~b. The American Cancer Society, or~~
- ~~c. Any other non-religious, non-labor charitable fund mutually agreed upon by the District and the Association.~~

~~11.6.3 — The District, upon written request from the Association, may require such exempt teacher to submit a written affidavit to the Association verifying the existence and nature of the allowable objection to payment of a representation fee and, in addition, shall require such exempt teacher to submit proof of payment of an amount equivalent to such representation fee to one of the alternative funds or organizations listed above. Such proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment and to whom the payment has been made. Such proof shall be presented within the time limits described in 11.6.2 above.~~

~~11.7 — Procedure for Teachers Who Contest the Amount of Fee~~

~~11.7.1 — The Parties agree that, in order to provide a uniform definition of the amount of the representation fee, any such disputes involving the amount of such fee shall first be deferred to the Public Employment Relations Board (PERB) for determination, provided that the Parties have first complied with the other provisions of this Section.~~

~~11.7.2 — After the District receives the written notification referred to in 11.3.3, the District will notify the affected teacher in writing that such deductions will commence. A copy of the Association's written verification will be attached to the District's notice. Thereafter, the District will begin the deductions.~~

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~~11.7.3 If, at any time, the Public Employment Relations Board determines that some or all of the fees deducted shall be held in escrow pending a determination of the correct amount of the fee, the District will deposit such amount in an escrow account. The monies held in escrow shall be released to the appropriate party upon the rendering of a final decision by the PERB.~~

~~11.8 Hold Harmless and Indemnity Provision~~

~~11.8.1 The Association, as defined by this Agreement, shall hold the District harmless and shall fully and promptly reimburse the District for any fees, costs, charges or penalties incurred in responding to or defending against any claims, disputes, or challenges, which are actually brought against the District or any of its agents by a third party in connection with the administration or enforcement of any Section of this Agreement pertaining to representation fee. Such reimbursement shall include, but not be limited to, court costs, litigation expenses and attorney's fees incurred by the District.~~

~~11.8.2 Upon notice that the District is going to seek indemnification or to be held harmless under this provision, the Association shall have the right to meet with the District regarding the reasonableness and merit of any claim, demand, suit or action for which the District seeks indemnification, and shall attempt to agree whether any such action listed above in Section 11.8.1 shall be compromised, resisted, defended, tried or appealed.~~

~~11.8.3 In determining whether or not such action shall be compromised, resisted, defended, tried or appealed, the District will defer to the Association's interest if the District does not have a distinct and separate legal interest in the matter in dispute.~~

~~11.8.4 The District shall not be entitled to be reimbursed for any fees, costs, charges or penalties for which the Association was not properly notified and provided the opportunity to discuss as set forth herein; nor will the District be entitled to any such reimbursement when the District's efforts in defending against such action would be duplicative, or when the District is defending a separate and distinct legal interest, or when the District is defending an activity which is arguably subject to criminal liability on the part of any District administrator.~~

~~11.9 If the above "fair share" provision is invalidated by a court of competent jurisdiction, the following provision for maintenance of membership shall control:~~

~~Any teacher who is a member of the Association in good standing and who has voluntarily executed an appropriate dues withholding form by the date of the ratification vote of this Agreement, and other teachers who become members and voluntarily execute an appropriate dues withholding form, shall remain subject to the dues withholding provisions herein for the duration of the Agreement.~~

Stockton Teachers Association:

Stockton Unified School District:

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Attachment for Article 12
for 2019-2020 Tentative Agreement
Friday, June 12, 2020

12. PRESCHOOL (PreK) PROGRAMS

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

12.2 Program Position and Salary (See Appendix G)

12.2.1 Definition PACE Program:

~~Preschool teachers in the PACE Program will be paid at an hourly rate based upon the permit teachers' salary schedule. The hourly rate is based upon a seven (7) hour day.~~

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

12.2.2 PreK Positions and Rates/Hours (Subject to 12.5) ~~Standard Preschool Teachers:~~

~~Preschool teachers Standard preschool teachers (other than Special Education) will be paid at an hourly rate based upon the permit teachers' salary schedule. The hourly rate is based upon a five (5) hour day. shall be paid according to the chart below:~~

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

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

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12.4 Fringe Benefits

Every PreK teacher ~~who teaches 50% or more shall~~ (1.0 FTE) shall receive full insurance and fringe benefits granted to other teachers in the unit. For PreK teachers less than 1.0 FTE (including, but not limited to, PreK teachers splitting a position) shall follow existing District practice for other teachers less than 1.0 FTE in the unit.

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

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

12.7 Transfers Acknowledgement to the K-6 Program

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

12.7.2 ~~PreK Teachers who are credentialed for the elementary program shall~~ shall be granted equal access to all transfer protocols (notices, timeframes, applications, interview/selection, etc.) with District TK-12 and Adult School teachers pursuant to Article 17 transfer language of this Agreement. ~~opportunity for elementary openings and~~

12.7.3 Transfers into (or out of) PreK shall be given salary equivalent year placement/credit for their teaching experience (including PreK, TK-12, and Adult) and education. See 17.11 for additional information on transfers between PreK, Adult, and TK-12 programs.

12.8 Relief Periods

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

12.9 Adult-Student Ratio

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

12.10 Hours

12.10.1 Meetings

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

12.10.2 Multi-Site / Substitute Compensation

Mileage reimbursement shall be paid for distance traveled between two PreK locations

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worked on the same day. This includes substitute teachers covering two shifts and includes PreK teachers substituting a second shift in addition to their regular teaching assignment.

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

12.10.3 Late Pickup Time

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

12.10.4 Regular Work Day

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

~~12.11—PACE~~

~~The regular work day for PACE Preschool teachers is (7) seven hours.~~

12.11 Implementation Support

12.11.1 Comparability Fulfillments

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

12.11.2 Auxiliary Release Days

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

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

The District shall proactively notify PreK teachers of auxiliary-release days availability and track its usage.

12.12 Pupil Attendance

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

12.13 Evaluation

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

12.14 Wraparound Protections

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

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22. SUBSTITUTE TEACHERS

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

22.1 Class Size

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

22.2 Evaluation

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

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

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

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

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

22.2.4 Substitutes may be released after four (4) negative evaluations in one (1) school year at more than one (1) site. At least one of the negative evaluations must be at a second site. If a substitute is charged with sex offense, controlled substance offense, or physical abuse, the substitute may be released immediately.

22.2.5 If a substitute is charged pursuant to Education Code Section 44010, the substitute may be removed from duty, with pay, pending the completion of the investigation and the issuance of a formal complaint by the appropriate public entity. The substitute teacher's pay and return to service under such condition will be governed by Education Code Sections 44010 and 44940.

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22.2.6 The District shall honor a teacher's request on the Teacher Report Form (see Appendix D) that a substitute not come back to his/her classroom.

22.2.7 The substitute may be restricted by the principal from serving at a particular school site for the remainder of the school year. The principal must request the restriction by completing the Substitute Teacher Evaluation form (see Appendix D for Short-Term or Appendix D for Extended-Term Substitutes) and submitting it to the Human Resources Office and the substitute. If the substitute requests a conference with the principal concerning the circumstances leading to the restriction, the principal shall grant the request. The principal's decision following the conference is final.

22.3 Grievance

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

22.4 Teaching Hours

22.4.1 Half-day substitute service shall constitute fifty percent (50%) of the current teacher's contracted day by level. One-half (1/2) day service is any service three (3) periods or less at the secondary level (7-12). In computing the periods, a preparation period counts, but the lunch period does not count.

22.4.2 Except in circumstances where the District does not provide reasonable advance notice, substitutes will report no later than thirty (30) minutes before the student reporting time at the site on the first day of a new assignment. Thereafter, for the same assignment, the reporting time shall be no later than fifteen (15) minutes prior to student reporting time.

22.4.3 After five (5) consecutive days on the same assignment, the substitute shall be responsible for classroom management. After the eighteenth (18th) consecutive day, the substitute will assume the duty hours and responsibilities of the regular teacher.

22.4.4 Elementary Planning and Preparation (see Section 6.3)

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

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

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

22.5 Leaves

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

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

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

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

22.6 Liaison Committee

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

22.7 Summer School

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

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

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

22.8 Transfer and Assignment

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

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

22.9 Wages

The wage rates for substitute teachers shall be as follows:

22.9.1 Day-to-Day Substitutes

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

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

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

22.9.3 Extended-Term Substitutes: (19+ days)

After eighteen (18) consecutive days in the same assignment, an extended-term substitute shall be paid according to the appropriate placement on the teachers' salary schedule

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(Appendix G). If an extended-term substitute has less than a B.A. degree, then the salary schedule placement shall be the minimum teacher's salary.

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26. PEER ASSISTANCE AND REVIEW PROGRAM

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

DEFINITIONS

<u>Classroom Teacher or Teacher</u>	Any unit member who is covered by the collective bargaining agreement.
<u>Consulting Teacher</u>	An exemplary teacher selected by the Advisory Panel and meeting the requirements Of section 26.2.1.
<u>Professional Development Teacher</u>	An exemplary teacher selected by the Advisory Panel and meeting the requirements of section 26.3.1.
<u>Referred Teacher Participant</u>	A unit member with permanent status whose most recent final evaluation contained an unsatisfactory in two (2) or more of the following areas: subject matter knowledge, teaching strategies, classroom management, the teacher's adherence to curricular objectives, the contribution of the teacher to the progress of the pupils toward standards established by the District of expected pupil achievement at each grade level in each area of study, the instructional techniques and strategies used by the teacher, the establishment and maintenance of a suitable learning environment within the scope of the teacher's assignment or teaching methods and instruction, as specifically designated by Section 44550 of the Education Code.
<u>Beginning or New Teacher</u>	A unit member who is (1) probationary (2) employed pursuant to a full-year temporary contract, (3) any District teacher intern or pre-intern, or (4) any new teacher to the District.
<u>Voluntary Participating Teacher</u>	A unit member with permanent status who wishes to engage in professional growth utilizing the assistance of the PAR Program.

26.1 Advisory Panel

26.1.1 Joint Teacher-Administrator Peer Review Panel-Composition

26.1.1.1 The program's governance structure shall include a Joint Teacher-

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Administrator Peer Review Advisory Panel ("Panel"). All governance duties not specifically assigned to the Panel shall remain with District management.

26.1.1.2 The Panel shall consist of four (4) teachers (one pre-K-3, one 4-6, one 7-8, and one 9-12/adult) and three administrators (one elementary (K-6), one secondary 7-12/adult, and the Director of Curriculum and Staff Development or designee).

26.1.1.3 Teacher candidates for the Panel shall be chosen by the Stockton Teachers Association. All teacher candidates shall meet the minimum qualifications as detailed in Article 26.1.2.

26.1.1.4 The District shall choose District administrator candidates.

26.1.2 Teacher Advisory Panel Member Qualifications

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

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

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

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

26.1.2.5 Teacher member must demonstrate strong interpersonal skills.

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

26.1.3 Administrator Advisory Panel Member Qualifications

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

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

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

26.1.3.4 Administrator member must demonstrate strong interpersonal skills.

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

26.1.4 Selection of Teacher Advisory Panel Members

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

26.1.5 Advisory Panel Duties and Responsibilities

The Panel shall meet at times and places as they shall mutually determine. The Panel will meet at least six (6) times per fiscal year (July 1 — June 30). To meet, two-thirds (2/3) of the members of the Advisory Panel must be present. Such meetings shall take place during the regular teacher workday. Teachers who are members of the Advisory Panel shall be released from their regular duties to attend meetings, without loss of pay or benefits. The business of the Panel shall be conducted during scheduled Panel meetings. The responsibilities of the Panel shall include the following:

1. Select Consulting Teachers.
2. Provide annual training for Advisory Panel Members.
3. Establish its own rules and procedures, including the method for selection of a chairperson.
4. Select trainers and/or training providers.
5. Establish an application process for selection of Consulting Teachers and Professional Development Teachers.
6. Determine the number of Consulting Teachers for each school year.
7. Assign Consulting Teachers.
8. Provide written notice of participation to referred teachers, to the Consulting Teacher, and the site administrator.
9. Establish an evaluation of the program, including the role and performance of Consulting Teachers.
10. Listen to oral reports presented by Consulting Teachers.

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11. Review written reports by Consulting Teachers.
12. Prepare and present of reports to the District Superintendent.
13. Present recommendations concerning PAR participants to the Superintendent with the following statements: "After sustained assistance, was able to demonstrate satisfactory improvement" or "After sustained assistance, was not able to demonstrate satisfactory improvement." The overall vote of the Panel shall be included.
14. Prepare and present an annual review of the impact of the PAR program to the Governing Board with copies provided to the Superintendent and the STA Board, including recommendations for improvements.
15. Submit a proposed budget to the Director of Curriculum and Staff Development annually.
16. All proceedings and materials related to evaluations, reports, and other personnel matters shall be strictly confidential. Therefore, joint committee members and Consulting Teachers may disclose such information only as necessary to administer this article.
17. District agrees to indemnify and hold harmless and provide a defense to the Association and any Association-selected member of the Advisory Panel against any claims, cause of action, damages, grievances, administrative proceeding or other litigation arising from the Association's participation in Peer Assistance and Review. The Association retains the right to select its own attorney to represent it in such actions and will maintain complete control of the litigation. The District will pay the legal costs and fees in such actions.

26.2 Consulting Teacher

The PAR Advisory Panel shall select Consulting Teachers. Consulting Teachers shall serve as Consulting Teachers for a three (3) year term. In the first year of the program, Consulting Teachers shall be assigned staggered terms. In addition to regular salary, a Consulting Teacher shall receive \$4,240.00 annually for all work done related to the PAR Program, effective July 1, 2006 in lieu of extra days per diem. The Advisory Panel must approve any work performed beyond the work year. The number of days beyond the work year, each year, shall not exceed ten (10) days. Consulting Teachers shall be released from their classroom assignment on a full-time basis for the duration of time they serve as a Consulting Teacher.

26.2.1 Consulting Teacher Qualifications

- 26.2.1.1 Consulting Teacher candidate must be a fully-credentialed classroom teacher with permanent status.
- 26.2.1.2 Consulting Teacher candidate must have three years (3) out of the last

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five (5) years as classroom experience.

26.2.1.3 Consulting Teacher candidate must demonstrate exemplary teaching as measured by two (2) consecutive commendable evaluations. Consulting Teacher must provide as part of the application process three (3) references from individuals with specific knowledge of his/her expertise as follows:

- a. A reference from a site administrator principal or immediate supervisor,
- b. A reference from an STA representative, and
- c. A reference from another classroom teacher
- d. Members of the Joint Advisory Panel are prohibited from writing recommendations for any candidates.

All applications and references shall be treated confidentially.

26.2.1.4 Consulting Teacher candidate must demonstrate an ability to work with adults.

26.2.1.5 Consulting Teacher candidate must demonstrate strong interpersonal skills.

26.2.1.6 Consulting Teacher candidate must demonstrate excellent written and oral communication skills.

26.2.1.7 Consulting Teacher candidate must demonstrate ability to meet timelines.

26.2.2 Consulting Teacher Duties & Responsibilities

26.2.2.1 Consulting Teacher will meet regularly with teacher participants for observations and discussions, and shall provide no less than 40 hours of assistance to each referred teacher participant per semester.

26.2.2.2 Consulting Teachers shall assist teachers by demonstrating, observing, coaching, conferring, and referring or by other activities, which in their professional judgment will assist those teachers assigned to them.

26.2.2.3 A Consulting Teacher shall serve on a full-time released basis and shall not be assigned more than ten (10) Referred Teacher Participants. If the Consulting Teacher has less than ten (10) Referred Teacher Participants assigned, they may also be assigned Beginning, New, and Voluntary Participating Teachers, up to a maximum of two (2) for each Referred Teacher participant less than ten (10). Consulting Teacher shall consult with and provide guidance to pre-

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interns, emergency permit teachers, newly hired teachers that do not receive services from other programs, experienced teachers volunteering for the program, and those teachers required to participate in the PAR program.

- 26.2.2.4 Functions pursuant to this article by bargaining unit employee shall not constitute either management or supervisory functions. The consulting teacher shall continue all rights of bargaining unit members.
- 26.2.2.5 Upon completion of his/her service as a full-time release Consulting Teacher, each teacher shall be returned to his/her regular assignment held prior to becoming a Consulting Teacher.
- 26.2.2.6 Consulting Teacher shall participate in meetings with other Consulting Teachers in the District.
- 26.2.2.7 Consulting Teacher shall maintain a written log of contacts and support given to each Referred Teacher Participant, and Beginning or New teacher(s) as assigned.
- 26.2.2.8 Consulting Teacher shall document all observations, visitations and meetings.
- 26.2.2.9 Consulting Teacher shall meet with the Referred Teacher Participant to discuss the PAR program, establish performance goals, and develop the assistance plan and a process for determining the completion of the PAR Program.
- 26.2.2.10 Consulting Teacher shall meet with the Volunteer Participating Teacher volunteering for assistance and establish goals, and develop an assistance plan.
- 26.2.2.11 Consulting Teacher shall conduct multiple observations during classroom instruction and provide immediate written feedback after each visit.

26.2.3 Consulting Teacher Rules and Procedures

- 26.2.3.1 Consulting Teacher shall monitor each Referred Teacher Participant or Beginning or New Teacher's progress and submit periodic results to the Advisory Panel.
- 26.2.3.2 Consulting Teacher shall provide continual assistance to the Referred Teacher Participant until it is concluded that the Referred Teacher Participant performance is satisfactory, and/or until it is determined that further assistance will not be productive, and/or the Consulting Teacher's term expires.

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and 26.2.3.3 A copy of the Consulting Teacher's final report shall be submitted discussed with each teacher. The Referred Teacher Participant must sign the final report before it is submitted to the Advisory Panel. Should the teacher refuse to sign the final report, such note shall be made on the final report and the final report shall be forwarded to the Advisory Panel.

26.2.3.4 The Consulting Teacher shall meet and consult with the site administrator regularly.

26.2.4 Consulting Teacher Performance

26.2.4.1 The Director of Curriculum and Staff Development shall act as the primary supervisor and liaison between the Advisory Panel and the Consulting Teacher. Performance evaluations shall be prepared by the Director of Curriculum and Staff Development for each Consulting Teacher and shall be reviewed by the Advisory Panel.

26.2.4.2 Failure by the Consulting Teacher to maintain confidentiality shall be grounds for immediate termination as a Consulting Teacher.

26.2.4.3 If it is determined that the Consulting Teacher shall not be retained for the following year, he/she shall be returned to his/her previous assignment.

26.3 Professional Development Teacher(s)

The Advisory Panel shall select the Professional Development Teachers. Professional Development Teachers shall serve a three (3) year term. For the initial year of the program, Professional Development Teachers shall be assigned staggered terms. Professional Development Teachers shall be released from their classroom assignment on an as needed basis, in order to perform their assigned duties as Professional Development Teacher; Disruption to the classroom shall be held to a minimum. Professional Development Teachers shall serve one hundred and eighty five (185) day work year, and receive an annual stipend of \$2,650.

26.3.1 Professional Development Teacher Qualifications

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

26.3.2 Professional Development Teacher Duties & Responsibilities

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

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

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

26.3.3 Professional Development Teacher — Rules and Procedures

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

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

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

26.4 Referred Teacher Participant(s)

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

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

26.4.3 Consulting Teacher and site administrator are expected to establish a cooperative relationship and shall coordinate and align the assistance provided to the Referred Teacher Participant. The Site Administrator and Consulting Teacher shall meet and discuss the recommended areas of improvement and the types of assistance that might be provided by the Consulting Teacher. The Consulting Teacher's assistance and review shall focus on the specific areas recommended for improvement by the Referred Teacher Participant's Site Administrator in the improvement plan. These recommendations shall be written, aligned with student learning, clearly stated, and consistent with Education Code Section 44662. These recommendations shall be considered the performance goals required in Education Code Sections 44644(a) and 44550(b) (2).

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

26.4.5 Before April 1st of each year, the Consulting Teacher shall complete a written report evaluating the Referred Teacher Participant's participation in the PAR program. The report shall consist solely of: (1) description of assistance provided, and (2)

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description of results in targeted areas. A copy of the report will be presented and discussed with the Referred Teacher Participant. The report shall also be submitted to the Advisory Panel. The Consulting Teacher's report shall be made available to the District for placement in the Referred Teacher Participant's personnel file.

26.5 Voluntary Participating Teacher (s)

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

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

26.6 Beginning or New Teachers (s).

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

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

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

26.7 Additional Teacher Rights

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

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

26.8 PAR activity/language (26.1 through 26.7 and references to PAR elsewhere in the Agreement) is suspended for 2020-2021 only.

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- a. Anyone currently referred to PAR is to be followed up with in 2021-2022. During 2020-2021, evaluation-related support for teachers who most recently received a final evaluation of Unsatisfactory shall be parallel to that of teachers who received Needs Improvement.
- b. For anyone appointed to the PAR panel, 2020-2021 shall not be considered a year of their term.
- c. The District and the Association agree to form a committee of six individuals, three appointed by each party, to jointly continue crafting the District's PAR solution, and make a presentation and recommendation to the bargaining teams for 2020-2021 negotiations. The committee may meet during the work day with District paid release time. Article 26 shall be reopened for 2020-2021 negotiations accordingly without counting toward either party's reopener allotment.

Stockton Teachers Association:

Stockton Unified School District:

Date: 6/12/2020

Date: 6/12/2020

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