

2020-2023

Collective Bargaining Agreement

Between

Santa Cruz City Schools District

And

Greater Santa Cruz Federation of Teachers

K-12

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PREAMBLE

The Santa Cruz City School District and the Greater Santa Cruz Federation of Teachers, collectively referred to as "the parties," have considered their mutual interests and recognize the value and benefit of a constructive working relationship. Accordingly, the parties agree to conclude negotiations for the 2020-21 school year on the following terms and conditions:

ARTICLE I- DURATION

The duration of this Agreement shall be from July 1, 2020 through June 30, 2023.

For the 2020-2023 school years, each Party may reopen negotiations on salary, benefits and two (2) articles. The Federation shall submit its proposed reopeners no later than February 16. The District shall submit its proposed reopeners no later than February 28.

ARTICLE II- RECOGNITION AND GENERAL DEFINITIONS

A. Recognition

In accordance with the EERA (Educational Employment Relations Act), Santa Cruz City School District recognizes the Greater Santa Cruz Federation of Teachers (The Federation), AFT Local2030, AFL-CIO, as the exclusive bargaining representative of the non-administrative certificated employees as specified and defined in Article II, Section C. The District and the Federation agree that in the event a unified local teacher organization is formed, the unified organization may become the recognized bargaining agent upon consent of the Public Employment Relations Board, with appropriate name changes made in this Agreement.

Hereafter, the Santa Cruz City School District will be referred to as the "District" or as the "Employer." Hereafter, the Greater Santa Cruz Federation of Teachers will be referred to as The Federation.

B. Definitions

Where the term: "Principal" is used, it is to include the appropriate administrator of a work location. Such a person cannot be a member of the bargaining unit. Where the term: "Employee" is used, it is to include all members of the bargaining unit, except where specifically noted.

Where the term: "Administrator" or "Administrative Personnel" is used, it shall include the Superintendent, Assistant Superintendents, all Principals, Assistant Principals of any work location, or any person(s) who have been designated the authority to act in the place of the Superintendent, Assistant Superintendent, or any Principal or Assistant Principal, or any other administrative personnel appropriate under the circumstances. Wherever the singular is used, it is to include the plural unless otherwise indicated.

C. Definition of Bargaining Unit

Inclusions:

- 1) Regular Classroom Teachers
- 2) Special Day Class -Learning Handicapped Teachers
- 3) Resource Specialists
- 4) Designated Instructional Services Teachers:
 - a) Speech and Language Specialists
 - b) Hearing Impaired Specialists
 - c) Adaptive P. E. Specialists
 - d) And all individual and small group instruction teachers
- 5) English as a Second Language/Bilingual Teachers

ARTICLE II- RECOGNITION AND GENERAL DEFINITIONS (continued)

- 6) Reading and Math Specialists
- 7) Counselors
- 8) Psychologists
- 9) Library Media Teachers
- 10) School Nurses
- 11) Work Experience Coordinators
- 12) Work Furlough Teachers
- 13) Independent Study Teachers
- 14) Community School Teachers
- 15) T.A.M. Teachers
- 16) Home Teachers
- 17) Vocational Educators
- 18) Any certificated position, employed by contract, not designated by the Governing Board as Management, Supervisory, or Confidential, and which is not represented in another recognized or certified unit, may become a member of this unit.

Exclusions: All other certificated employees not named above, including but not limited to management, supervisory and confidential employees serving under professional services agreements, are excluded.

ARTICLE III- FEDERATION DUES/FEEES AND PAYROLL DEDUCTIONS

- A. Each member of the bargaining unit who joins the Federation, shall maintain his or her membership in good standing for the duration of the school year, authorizing the deduction from her/his earnings over eleven (11) months beginning with the first paycheck of each school year and concluding with the last paycheck of the school year to pay over to the Federation. This authorization will remain in effect and shall be irrevocable unless revoked by the member sending written notice to the Federation within ten (10) days of the end of a school year or within ten (10) days from the first paid day of each school year. The Federation shall indemnify, defend and hold the District harmless from claims, demands, lawsuits, or any other action arising from the organizational security provisions contained in the agreement.
- B. The Federation shall submit and notify the District of the appropriate amounts and changes thereto in writing.
- C. The Federation shall submit all necessary forms and information to the Payroll division.
- D. The District shall remit the appropriate amount deducted to the Federation each month accompanied by a list of names of members of the unit for whom such deductions have been made.
- E. The Federation shall indemnify fully and otherwise hold harmless the District in the enforcement of this Article.

ARTICLE IV- EMPLOYEE/FEDERATION RIGHTS

- A. Federation President Leave of Absence
 1. At the request of the Federation, the District shall grant the President of the Federation and for his/her designee a leave of between twenty to one hundred percent (20-100%) of the contract period. The President and/or his/her designee shall receive all regular full time salary, STRS, Worker's Compensation, Unemployment Insurance, and other-negotiated benefits commensurate with his according to accumulated units and longevity.

ARTICLE IV- EMPLOYEE/FEDERATION RIGHTS (continued)

The Federation shall reimburse his/her placement on the salary schedule, including regular advancement the District for that portion of the salary, STRS, Worker's Compensation, Unemployment Insurance and negotiated benefits equal to the District's replacement cost of that portion of the leave(s). Federation leave costs will be calculated as a specific "salary cell" on the negotiated certificated salary schedule. The "salary cell" will be cell D4. This request may be renewed each year. This request shall be made prior to June 1 of each year following the initial year and the leave shall take effect at the beginning of the school year.

2. The twenty to one hundred percent (20-100%) position(s) vacated by this leave shall be filled on a temporary basis. At the completion of the Term(s) of presidency and/or the end of the designation by the President, the President and his/her designee may exercise the option of returning to the previously held position.
- B. The District shall provide the Federation with a minimum of twenty (20) minutes to present to new employee at the New Teacher Orientation during the hour immediately preceding the new teacher break. The District shall provide the Federation access to do follow up with new teachers during a break.
 - C. The District shall provide the Federation with an accurate roster of the certificated staff indicating the FTE, assignment, site assignment, salary level and status for each teacher by September 15th of each year and updated the 1st of each month thereafter.
 - D. District shall provide the Federation two (2) copies of the Board book and the agenda of each School Board meeting at the same time they are made available to the School Board members. During the summer the District will mail two copies of the Board book and agenda to two addresses, provided by the Federation prior to June 1. The service of the agenda shall constitute official notice of any proposed action by the Board of Education on items set forth in the agenda.
 - E. The Employer, upon reasonable request, shall make available to the Federation non-confidential information, statistics, records, etc., relevant to negotiations, or necessary for proper enforcement of the terms of this Agreement.
 - F. The District shall provide to the Federation, upon request, the names and addresses of unit members who have given written consent to the release of such information.
 - G. Whenever a reasonable number of members of the Federation are scheduled to participate, during working hours, in negotiations regarding the collective bargaining agreement, they shall be granted reasonable release time at District expense. Implementation of this paragraph shall be subject to negotiations regarding the scheduling of meetings and the number of participants.
 - H. Employees shall have the right of representation of their choice in any conference, grievance or disciplinary proceeding, consistent with PERB and/or court rulings. If an employee desires representation for an administrative conference called for the purpose of discussing material to be placed in his/her file, he/she may require from that administrator two working days advance notice to arrange such representation.
 - I. The District shall adhere to state and federal laws concerning discrimination.

ARTICLE V- DISTRICT RIGHTS

- A. All District's rights and functions, including its power and authority to direct, manage, and control the operation of the District, shall remain vested with the District except as specifically and expressly abridged by this Agreement.

ARTICLE V- DISTRICT RIGHTS (continued)

- B. The District has the right to make reasonable rules and regulations pertaining to employees consistent with the Agreement.
- C. The District and Federation shall meet as soon as possible to determine the effect of an emergency declared by the Board of Education. Declarations of emergency may include suspending pertinent provisions of this Agreement for the period of time necessary to correct the effect of the emergency. Declarations of emergencies shall not be subject to the grievance procedure.

ARTICLE VI- GRIEVANCE

A. Definition of Terms

A "grievance" is an alleged violation, misinterpretation or misapplication of the express terms of this Agreement, which directly and adversely affects the grievant. Actions to challenge or change the terms of this Agreement shall not be considered a grievance. Matters for which a specific method of review is provided by law or by terms of this Agreement are not within the scope of this procedure.

1. Grievant- An individual employee covered by the terms of this Agreement who alleges a grievance, or the Federation on behalf of a named member or members of the bargaining unit.
2. A day is any day in which the District Office is open for business except for winter and spring vacation. A grievance may be processed during the summer, subject to the availability of the personnel involved.
3. Immediate Supervisor- The supervising administrator having immediate jurisdiction over the grievant at the time of the grievance.

B. Procedures

1. Informal Level:

Within twenty (20) days after the grievant knew, or by reasonable diligence would have known, of an event or circumstances occasioning the alleged grievance, the potential grievant shall initially meet with his/her immediate supervisor in an attempt to resolve the alleged grievance informally.

2. Formal Level:

a. Level I

1. If the informal discussion fails to resolve the grievance to the satisfaction of the grievant, a formal grievance may be initiated in writing no later than thirty days (30) after the informal discussion. With agreement of both parties, the Federation and the District, this timeline may be extended in effort to resolve the grievance. If neither the grievant nor the Federation has actual or constructive knowledge of the occurrence of the grievable act or omission, and could not with the exercise of reasonable diligence have known about it, then the twenty day time limit shall begin to run on the date upon which either the grievant or Federation knew or could with reasonable diligence have

ARTICLE VI-GRIEVANCE (continued)

known of the occurrence. The formal document shall be a clear, concise statement of the grievance citing specific sections of the Agreement allegedly violated, misinterpreted or misapplied, the circumstances involved, and the specific remedy sought.

2. Within fourteen (14) days after filing of the formal grievance, the immediate supervisor/principal shall investigate the grievance and give his/her decision in writing to the grievant.

b. Level II

1. If the grievant is not satisfied with the decision rendered at Level I, he/she may appeal the decision within ten (10) days to the Superintendent or his/her designee. The grievant may file a copy with the Federation.
2. The appeal shall include a copy of the original grievance, the decision rendered at Level I, and a clear, concise statement of the reasons for the appeal.
3. Within twenty (20) days after the appeal is filed, the Superintendent or his/her designee shall investigate the grievance and give his/her decision in writing to the grievant.
4. A conference shall be held at the request of either the grievant or the Superintendent or his/her designee within seven (7) days of receipt of the appeal.

c. Level III - Mediation

If the Grievant is not satisfied with the decision at Level II, within ten (10) days of issuance of the decision, he/she shall request the appointment of a mediator from the California State Mediation and Conciliation Service (CSMCS) to attempt to resolve the dispute through mediation.

d. Level IV- Arbitration

1. Within twenty (20) days after the final meeting with the mediator, if the Grievant is not satisfied with the result, the Federation has exclusive right to submit the decision to arbitration. If the Federation exercises its right to arbitration, the Federation shall inform the Employer by certified mail or by hand delivery to the person authorized by the Employer to receive such notices. The grievance shall be submitted by the Superintendent to the CSMCS. The arbitrator will be chosen by the Federation and the District by alternately striking names from CSMCS list until one name remains; the Federation shall strike the first name. If the District and the Federation agree, rules for expedited arbitration shall be used.
2. The fees and expenses of the arbitrator and a court reporter, if required by the arbitrator, shall be shared equally, except that in the case of advisory arbitration, if the Board does not comply with the recommendation of the arbitrator, the entire arbitrator and court reporter fees shall be paid by the District. Any additional expenses shall be borne by the party incurring such expense.
3. The arbitrator shall rule upon the issue or arbitrability, if there is such an issue, prior to hearing the merits of the grievance.
4. In the case of advisory arbitration, the Board shall review the written record, including the findings and recommendations of the arbitrator, and render a decision no later than the second regularly-scheduled meeting after receiving the recommendations.

ARTICLE VI-GRIEVANCE (continued)

C. Rules Governing Grievance Procedure

1. The grievant shall have the right to a conference at each level with the supervisor involved and the representative of the grievant's choice, consistent with existent PERB rulings. The Federation representative shall have the right to be present at all steps of any grievance unless objected to by the grievant.
2. No reprisals of any kind shall be taken by the Superintendent or by any member or representative of the District against a grievant or person who assisted the grievant by reason of a person being a grievant or person who assisted the grievant.
3. If the grievant requests assistance from the Federation, the District shall provide reasonable release time for the Federation representative and the grievant for the purpose of grievance conferences and hearings.
4. Nothing herein contained shall prohibit an employee from submitting a grievance without the intervention of the Federation, provided the resolution is reached prior to arbitration, and the Federation receives copies at all levels of grievance. However, if representation is requested, only the Federation may represent a teacher in the grievance procedure and all related conferences, consistent with PERB rulings.
5. Response. If the District fails to respond to a grievance within the time limits specified for that level, the grievance may be appealed to the next level.
6. Records. The Human Resources Department shall retain all records of the proceedings, separate from the grievant's personnel file.
7. Time Limits. May be extended or expedited at any time by mutual written agreement. If a grievance arises at the level above the immediate supervisor, the grievant may initiate the grievance at the appropriate level.
8. Pay. A grievant required by the District to absent himself/herself by reason of these grievance procedures shall not suffer any loss of pay. The processing of a grievance shall be at times other than during the instructional day, except at Level III.
9. Time Limitations. Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision.
10. Initiate Grievance- Level 11. If a grievance arises from an action or inaction on the part of a member of the administration at a level above the principal or immediate supervisor, the aggrieved person(s) may submit such a grievance in writing to the Superintendent or his/her designee.
11. Forms. Forms for filing and processing shall be prepared jointly by the administration and the Federation with the cost being borne jointly.
12. Discharge of Duties. The grievant shall continue to discharge his/her duties and comply with the direction of the administration until the grievance is resolved.

D. Arbitration shall be subject to all laws governing arbitration and all of the following limitations:

1. The decision of the arbitrator shall be advisory after the annual aggregate maximum jurisdictional amount on economic issues of \$100,000 is reached.
2. The following shall not be subject to the Grievance Procedures set forth in this Article:
 - a. The reprimand, suspension, discipline, release or termination of any unit member.
 - b. The discharge, failure or refusal of the District to rehire or retain in employment any
 - c. temporary or probationary unit member.
 - d. The contents of an evaluation or recommendation contained therein.
 - e. District Rights as defined in Article V paragraph C.
3. As to any matter not subject to binding arbitration, the Parties reserve their rights to pursue other available legal remedies.
4. Hearing.
 - a. The hearing shall be scheduled at a date and time designated by the arbitrator after consultation with the parties.
 - b. After determining the arbitrability of the grievance, the arbitrator shall conduct a hearing on the merits and consider evidence and arguments pertaining to the grievance(s)
5. Decision.
 - a. The decision of the arbitrator shall be final and binding and subject to all laws governing arbitration. The arbitrator's decision shall specifically state whether the grievance is approved or denied, and if approved, the proper remedy, if any. Upon request of either party, the Arbitrator shall submit a written decision which sets forth findings of fact, reasoning and conclusions on the precise issue(s) submitted. The party requesting the written decision shall be responsible for paying the additional cost of the written decision.
 - b. The arbitrator's decision shall be limited solely to the interpretation and application of the collective bargaining agreement to the precise issue(s) submitted for arbitration, and the evidence deduced at hearing. The arbitrator shall not determine any other issue(s).
 - c. The arbitrator shall not add to, subtract from, modify, alter or amend any provisions or procedures contained in the collective bargaining agreement. The arbitrator shall not issue statements of opinion or conclusions not essential to the determination of the issue(s) submitted.
 - d. Where the District has made a judgment involving the exercise of discretion, the arbitrator shall review such decision solely to determine whether the decision violated the agreement. The arbitrator shall not substitute his/her judgment as to discretionary matters for that of the District.
 - e. Under no circumstances shall the remedy set forth by the arbitrator include compensatory damages in excess of the amount to make the aggrieved party whole, monetary penalties, attorneys' fees or costs of the proceedings.

ARTICLE VII· HOURS OF EMPLOYMENT

- A. All full-time secondary classroom teachers shall be provided with a daily duty-free preparation period without increasing the length of the school day. Class coverage shall not be scheduled during this preparation period without the consent of the employee.

Elementary and intermediate teachers (4, 5, and 6) will be provided with a preparation period of fifty (50) minutes two (2) days per week. In the event that the District or State implements further class size reductions at any of the intermediate grades, the preparation period will be eliminated for that grade(s).

- B. Teachers who agree, at the direction of the administrator, to perform substitute duties during their own preparation period for another teacher shall be paid the negotiated hourly rate.
- C. Employees shall be entitled to a duty-free lunch period of a minimum of thirty (30) minutes a day.
- D. Employees shall be at their work location one-half (1/2) hour prior to their first scheduled class, assignment, or preparation period, and shall remain for at least one-half (1/2) hour after their last class, assignment, or preparation period. This requirement shall be waived for all personnel assigned to more than one site. Part-time employees shall be required to work only their contractual percentage of the above.
- E. In addition to the above times, employees are responsible for other services to the school community. The services include, but are not limited to program development, parent conferences, committee assignments, and site supervision. Certificated staff and site administration through a participatory process shall arrange these services. Attendance at Back to School and Open House is required by all unit members. In addition unit members will attend no more than 2 evenings meetings/events per semester. Teachers who are elected to serve on school site councils may attend evening meetings as needed. Personnel assigned to more than one (1) site shall establish the site of primary evaluation and reasonable expectations regarding other duties at the two sites. The combined expectations shall not exceed those required of an employee at the primary site. Part-time employees shall establish with the site principal reasonable expectations regarding other duties. Teachers will not be asked to perform yard supervision during the regular site lunch period, except in emergency situations.
- F. The administration shall schedule one faculty meeting per month (in addition to the first faculty meeting on the teacher workday). Second monthly faculty meetings will be calendared at the beginning of the year. The schedule of faculty meeting will be presented to staff prior to the start of the instructional year and adjusted if date time conflicts are noted for educational and/or school-wide needs. Agenda items for a proposed second monthly faculty meeting will be provided to the democratically selected site leadership team for collaborative input and review. Final discretion for the determination of need to hold a faculty meeting resides with the Principal (site administrator). Second monthly faculty meetings shall only be held when timely business items were not able to be discussed at the first faculty meeting of that month. All faculty meetings will be held on a scheduled workday, will not exceed seventy five (75) minutes, unless agreed upon by the staff to continue, and will initiate within thirty (30) minutes after the last class. The first staff meeting of the year (before school starts) can be up to two (2) hours.

The calendar shall be mutually agreed upon by the District and the Federation. Should the Federation and the District be unable to agree on a calendar for the subsequent school year by April 1st of the current year, the District retains the right to establish the opening day of school.

The elementary calendar will include November 1, 2021 as an elementary teacher work day. October 11, 12, 14 and 15th will be early released days for the elementary parent conferences.

For the 21-22, SCCS will add two Professional Development days to the calendar year, one August 6, 2021 and the other on January 4, 2022. Compensation for these days will be added to the salary schedule. Annual leave will not be allowed on either of the PD days.

ARTICLE VII- HOURS OF EMPLOYMENT (continued)

- G. Reasonable efforts shall be made to limit the number of preparations required of secondary teachers.
- H. A full time equivalent teaching assignment shall be six (6) consecutive periods with five teaching periods and one preparation period.
- I. All unit members (secondary) who are responsible for posting grades to the student information system will make every attempt to update grades weekly, but not less than every two weeks. In case of an extenuating circumstance, member will contact site administrator in writing if unable to update grades with this frequency.
- J. All unit members are expected to observe regular working hours at the work site on all designated work days unless specifically approved in advance by their supervisor.
- K. Beginning in the 2006-07 school year, the work year shall be one hundred eighty five days (185) workdays. First year employees shall work one hundred eighty five days (185) workdays with two (2) additional days added at the beginning of the school year for in-service and other appropriate activities, to be compensated at their per diem rate.
- L. District committee opportunities, both on-going and ad hoc, will be sent out via email by site administrators to all certificated staff members.

If there are multiple unit members interested in the assignment, the administrator will confer with each interested person and make a final decision.

The district will make every effort to ensure that committee makeup represents all stakeholders.

Committee members will attempt to find a replacement if they cannot attend a meeting. If a replacement cannot be found, the administrator will be notified and the administrator will attempt to find a substitute to attend the meeting.

Minutes or summaries of committee meetings will be taken and sent via email or weekly update to all faculty.

M. Summer School- Advisory Hiring Sequence

1. Unit members will be given first consideration when applying for summer school teaching positions.
2. Candidates who are not unit members will be considered only after all unit member applications have been considered.
3. When a non-unit member is selected for an assignment rather than a bargaining unit member, that unit member may request that the summer school principal provide a written statement justifying the selection.
4. A unit member not selected for a summer school position may appeal the summer school principal's decision to the Assistant Superintendent of Human Resources.

ARTICLE VIII- SUPPORT SERVICES

A. General Provisions

1. The following positions are identified as Support Services: Bilingual Resource Teachers
Library Media Teachers
Psychologists
School Nurses
Hard of Hearing Specialists
Work Experience Coordinators
Counselors
Math Specialists
Reading Specialists
Speech and Language Pathologists
2. Support service personnel not regularly assigned to schools shall be required to work no more than classroom teachers, except where stated otherwise in the Agreement. Such employees shall choose one home site by mutual agreement with their supervisor, and required attendance at faculty meetings shall be limited to that site.
3. Support service personnel may have flexible schedules to accommodate the needs of students, which have been mutually agreed between the employee and the immediate supervisor and approved by the Assistant Superintendent. Substitutes shall be provided for support personnel when deemed necessary by the supervisor.
4. Tentative school assignments for support service positions for the fall will be made before August 1, with input from the Specialists.
5. Necessary District in-service shall be developed jointly by the support service personnel with their appropriate administrators.
6. The work year for the following groups shall be uniform within each group as determined annually by the Board for the following year: middle school counselors, senior high counselors, work experience counselors, and library media teachers.

B. The Work Year

Support service personnel shall work the regular school year, except as specified below:

1. The work year for all counselors, psychologists, speech language pathologists, district nurses and hard of hearing specialists shall be fifteen (15) additional days per year as shown on the salary schedule.
2. The work year for work experience coordinators shall be five (5) additional days paid on a per diem basis to be scheduled with the site administrator.
3. The work year for library media teachers shall be five (5) additional days per year as shown on the salary schedule.

ARTICLE IX- SPECIAL EDUCATION TEACHERS

A special education teacher assigned to more than one (1) school shall choose one home site by mutual agreement with his/her supervisor, and required attendance at faculty meetings shall be limited to that site.

Necessary in-service shall be developed jointly by the special education teachers with the District special education administrator.

The District shall make reasonable efforts to implement the section of the State Special Education Report that states a need to expedite and reduce paper work for special education teachers.

Special Education Teachers shall be provided with adequate release time mutually agreed upon with their primary evaluator to complete required paper work and attend necessary conferences. Disagreements shall be referred to the Superintendent or his/her designee for resolution.

ARTICLE X- REASSIGNMENT

A. Definitions

1. Reassignment is the movement of a unit member from one department, division, subject area, elementary grade level or starting time to another within a school or assignment to both periods one and seven (7) as instructional periods. This definition applies to both full and partial assignments.
2. A vacancy is a position created by death, resignation, retirement, transfer, leaves, reassignment, and expansion of program or increased enrollment. The site administrator or the Superintendent may declare the vacancies not be filled if the positions will not exist due to reduction in sections, reduction in program, diminished funds, obligations to employees on leave, declining enrollment, reduced second semester enrollments, obligations to probationary and permanent categorically funded personnel. The site administrator or the Superintendent shall determine whether or not a vacancy has been created prior to the initiation of the reassignment process.

B. Voluntary Reassignment

1. Vacancies shall be posted concurrently through District email and on Edjoin, for at least three (3) days during which time internal applicants shall be considered.
2. Criteria to be applied for voluntary reassignment are:
 - a. Contribution(s) which the reassignment can make toward strengthening the total school program, as determined by the site administrator.
 - b. Appropriate credential authorizing service in the assignment.
 - c. Special job-related skills or talents.
3. The site administrator shall attempt to honor reassignment requests whenever possible, considering qualifications and criteria.
4. Any unit member interviewed for reassignment who has been denied may request reason(s) for such denial orally and/or in writing.

ARTICLE X- REASSIGNMENT (continued)

5. The District shall consider applicants in the following order of priority: (1) reassignments; (2) transfers; and (3) outside applicants. Internal candidates shall be interviewed and decisions shall be made based upon those interviews before site principals have access to the applications of outside candidates.
6. Prior to a grievance beginning at Level II, the unit member must have requested in writing the reasons for denial of the reassignment.

C. Involuntary Reassignment

1. Involuntary reassignment is the reassignment of a unit member by the site administrator.
2. When involuntary reassignment(s) are necessary, the site administrator shall attempt to place unit member(s) in a position similar to their former assignment(s).
3. Prior to involuntary reassignment, the administrator involved shall make demonstrable efforts to resolve the situation through offering voluntary reassignment to the unit member.
4. Criteria to be applied for involuntary reassignment of unit members are:
 - a. Contribution(s) which the reassignment can make toward strengthening the total school program, as determined by the site administrator.
 - b. Appropriate credential authorizing service in the assignment.
5. A recommendation to involuntarily reassign a unit member shall take place only after a meeting or consultation between the unit member being considered for reassignment and the site administrator. If, after two days of concerted effort to meet or consult with the unit member, the site administrator finds that the unit member is unavailable, a written communication will be placed in the unit member's mailbox and will also be sent by registered mail to the last home address. The teacher shall have two weeks to respond from the date of mailing until August 1st; after that, one (1) week. If the unit member fails to respond to the registered letter, the involuntary reassignment may take place without a conference.
6. Upon written request, a unit member shall be given in writing the reason(s) for his or her involuntary reassignment. The written request and the written response shall be kept on file in the Human Resources Office, but not in the employee's personnel file.
7. If the reassignment necessitates a room change, the site administrator shall provide assistance to the transferee in obtaining and moving materials.
8. Prior to a grievance beginning at Level II, the unit member must have requested in writing the reasons for the reassignment.
9. An employee who has been involuntarily reassigned or transferred into a teaching assignment may voluntarily request the assistance of subject area specialists as outlined in the Peer Assistance and Review Program Side letter for the first year of their new assignment. Such participation in the remediation program shall not be a part of the teacher evaluation and shall not be placed in the teacher's personnel file.

ARTICLE X- REASSIGNMENT (continued)

D. Appeal

1. Procedural aspects of reassignment shall be grievable.
2. Reasons for the reassignment shall not be grievable, but may be appealed to the Board of Education. The decision of the Board shall be final. The teacher(s) involved have the right to representation of their choice.

ARTICLE XI- VOLUNTARY TRANSFER

Voluntary transfers of certificated staff are recognized as an option of personal professional growth and development. Change provides new opportunities and challenges as well as a chance to offer the benefits of expertise in a new situation. Voluntary transfers and exchanges will be encouraged.

A. Definitions

1. Voluntary transfer is the relocation of a unit member from school to school at the request of the unit member and may include a change in grade level and subject.
2. A vacancy is a position created by death, resignation, retirement, transfer, leave, reassignment, expansion of program, or increased enrollment.
 - a. The Assistant Superintendent of Human Resources may declare that vacancies not be filled if the position(s) will not exist due to: Reduction in sections, reduction in program, diminished funds, obligations to employees on sabbatical leave, declining enrollment, reduced second semester enrollment, and obligations to probationary and permanent categorically-funded personnel.
 - b. A vacancy shall not be deemed to exist as a result of:
 1. a voluntary unit member exchange; or
 2. an involuntary reassignment or transfer, unless announced as such by the Assistant Superintendent of Human Resources.
 - c. The Assistant Superintendent of Human Resources may declare that an elementary teaching position that arises ten (10) days before the beginning of or during the school year shall not be considered vacant until the end of the school year.
 - d. The Assistant Superintendent of Human Resources may declare that a secondary teaching position that arises ten (10) days before the beginning of or during the semester shall not be considered vacant until the end of the semester.
 - e. Exceptions to the ten (10) day rule (in c. and d. above) may be made consistent with the needs of the District as determined by the Superintendent.

B. Transfer Rights and Procedures

1. A unit member may apply for a posted vacancy and shall be considered for that vacancy after reassignments and before panel interviews of outside applicants.
2. Criteria to be applied for voluntary transfer are:
 - a. Contribution(s) that the transfer can make toward strengthening the total school program as determined by the administration with the advice of the site interview committee.

ARTICLE XI- VOLUNTARY TRANSFER (continued)

- b. Appropriate credential authorizing service in the assignment.
- c. Special job-related skills or talents.
3. Upon determination of a vacancy, the vacancy shall be posted concurrently through District email and on Edjoin, for at least (3) days during which time internal applicants shall be considered.
4. Each unit member who has applied for a vacancy shall be invited to interview if the position has not been filled by a reassignment.
5. Any unit member interviewed for transfer who has been denied may request reason(s) for such denial orally and *for* in writing.
6. The District shall transport all materials being moved from one school site to another, provided that the transferee prepares such materials for movement.
7. In the event of voluntary transfer, the transferee shall be entitled to up to two (2) days released time to prepare for his/her new assignment. Said preparation time is to be expended on mutually agreed upon dates between the transferee and the site administrators involved.
8. In the event of a voluntary transfer, the unit budget of the transferee's school shall receive an allocation of \$150 per transferee from the District budget to be used to purchase instructional materials for the transfer.
9. Prior to a grievance beginning at Level II, the unit member must have requested in writing the reasons for the denial of voluntary transfer.

C. Appeal

1. Procedural aspects of these Articles shall be grievable.
2. The reasons for voluntary transfer shall not be grievable, but may be appealed to the Board of Education. The decision of the Board shall be final. The teacher(s) involved shall have the right to representation of their choice.

ARTICLE XII- INVOLUNTARY TRANSFER

It is the intent of this Article that unit members being considered for involuntary transfer have the opportunity to apply for posted vacancies as defined in Article XI, A.2.

A. Definitions

1. Involuntary transfer is the relocation of a unit member from school to school by administrative direction and may involve relocation of unit members among two (2) or more school sites.
2. Unit members providing District-wide services supervised by central administration shall receive their assignment(s) from the District Office.

ARTICLE XII- INVOLUNTARY TRANSFER (continued)

3. A vacancy is a position created by death, resignation, retirement, transfer, leaves, reassignments, and expansion of program or increased enrollment.
 - a. The Assistant Superintendent of Human Resources may declare that vacancies not be filled if the position(s) will not exist due to: Reductions in sections, reductions in program, diminished funds, obligations to employees on sabbatical leaves, declining enrollment, reduced second semester enrollment, and obligations to probationary and permanent categorically-funded personnel.
 - b. A vacancy shall not be deemed to exist as a result of:
 1. a voluntary unit member exchange; or
 2. an involuntary reassignment or transfer, unless announced as such by the Assistant Superintendent of Human Resources.

B. Reasons

An involuntary transfer shall be initiated by the District. An involuntary transfer may occur to fill a vacancy or may occur regardless of the existence of a vacancy, and shall be based upon the legitimate educationally-related needs of the District, such as:

1. Staff, student and/or program needs as determined by the Superintendent. Upon request by the unit member involved, the Superintendent shall put his/her reasons in writing.
2. Unit budget recommendations;
3. Meeting legal requirements, such as Title IX and Affirmative Action;
4. Declining student enrollment.

C. Procedure

1. Unit members being recommended for involuntary transfer shall be notified by January 10th for the spring semester and by May 15th for the following school year, except where good cause exists. Good cause exists if the district or school program experiences unanticipated enrollment changes or budgetary shortfall on or after these dates. Good cause may also be identified in agreement between the Federation and the District for other unanticipated factors.
2. Criteria for involuntary transfer:
 - a. Contribution which the transfer can make toward strengthening the total educational program of the District, as determined by the Administration.
 - b. Appropriate credential authorizing service in the assignment.
 - c. Constraints of Title IX and Affirmative Action laws and regulations.
 - d. Past experience and/or appropriate major/minor shall be given consideration.

ARTICLE XII- INVOLUNTARY TRANSFER (continued)

3. A recommendation to involuntarily transfer a unit member shall take place only after a meeting or consultation between the unit member and his/her administrator. Within three (3) days, the site administrator shall provide the unit member with a written summary of the conference. The summary shall be on file in the Human Resources Office, but not in the employee's personnel file. If, after two (2) days and a concerted effort to meet or consult with the unit member, the site administrator finds that the teacher is unavailable, a written communication placed in the unit member's mailbox and sent to the last home address via registered mail shall be used. The unit member shall have three (3) weeks to respond from the date of mailing until August 1st; after that, one (1) week. If the unit member fails to respond to the registered letter, the involuntary transfer recommended shall take place.
4. Upon request, the Superintendent shall meet with the unit member being considered for involuntary transfer.
5. Recommended transfers shall be acted upon by the Superintendent as soon as possible, based on availability of all parties involved in the decision, or their designees. Upon written request from the transferee, the Superintendent shall give in writing the reason(s) for the transferee's involuntary transfer. The written request and the written response shall be on file in the Human Resources Department, but not in the employee's personnel file.
6. Involuntary transfer of the same teacher shall not be made more than twice within a four (4) year period.
7. The District shall transport all materials being moved from one school site to another, provided that the transferee prepares such materials for movement.
8. In the event of an involuntary transfer, at the discretion of the involuntarily transferred employee, the employee will inform the Assistant Superintendent of Human resources of his/her choice to either accept a \$300.00 packing/unpacking stipend or two (2) days release time. Said release time is to be expended on mutually agreed upon dates between the transferee and the site administrator involved.
9. In the event of involuntary transfer, the unit budget for the transferee's school shall receive an allocation of \$300 per transferee from the District budget, to be used to purchase instructional materials for the classroom.
10. Prior to a grievance beginning at Level II, the unit member must have requested in writing the reasons for the reassignment.

D. Appeal

1. Procedural aspects of these Articles shall be grievable.
2. The reasons for involuntary transfer shall not be grievable, but may be appealed to the Board of Education. The decision of the Board shall be final. The teacher(s) involved shall have the right to representation of their choice.
3. An employee who has been involuntarily reassigned or transferred into a teaching assignment may voluntarily request the assistance of Subject Area Specialists as outlined in the Peer Assistance and Review Program Side letter for the first year of his/her new assignment. Such participation in the program shall not be a part of the teacher evaluation and shall not be placed in the teacher's personnel file.

ARTICLE XIII - CLASS SIZE

A. The Board of Education and the Federation are committed to having the most effective educational program possible. To help achieve this goal, the Board will make every effort to provide sufficient funds to permit the school units to establish optimum adult/pupil ratios. The Board of Education encourages flexibility and originality in staffing patterns of individual schools to properly meet the individual educational needs of the students served. Class sizes may exceed the maximum stated in the Education Code, for which the District incurs a financial penalty, for thirty-three (33) in Kindergarten, thirty (30) for 1-3, and thirty-two (32) for 4- 6, only on recommendation of the Superintendent. The Board reserves the right to restrict the size of an instructional class if there is evidence that pupil needs are not being met.

B. Staffing Ratios shall be:

K-3 1:23 4-6 1:29 7- 8 1:27 9-12 1:29

The Board of Education recognizes the importance of minimizing class size in grades K - 3, and is committed to allocating resources toward that goal. In the event that State funding for K-3 class size reduction is reduced or eliminated, the District and GSCFR reserve the right to reopen negotiations on K-3 staffing ratios and K-3 class size.

C. Class Size

1. The District average for K-3 shall not exceed twenty two point ninety four (22.94) students per class. The District average for 4-6 shall not exceed thirty-two (32) students per class. If an individual class exceeds this maximum number the principal is required to implement one of the following:
 - a. Transfer student to another class or site.
 - b. Provide additional aide time.
2. The District secondary class size average shall not exceed thirty-three (33) students. The secondary class size average for physical education and performing arts classes shall not exceed forty- two (42) students. If within three (3) weeks of the start of a semester an individual class size at the secondary level exceeds this average by three (3) students, the following options shall be considered by the department and administration and one or more implemented as soon as possible:
 - a. Transferring students to another class
 - b. Opening a new section(s).
 - c. Balancing the teacher's assignment so that his/her daily student contacts not exceed one hundred and seventy five (175) - (except in physical education and performing arts classes).
 - d. Provide compensation for excess students at a per diem, per student rate at the secondary schools. This will be calculated monthly, and revised monthly, September through June, based upon the number of students enrolled and in attendance on the last instructional day of each month with adjustments reflected in a subsequent paycheck. This will be revised in qualifying monthly increments.

The per idem, per student rate for the secondary schools shall be calculated as follows: employee's annual salary divided by the number of work days in the school year divided by one hundred seventy-five (175) multiplied by the number of student contacts in excess of one hundred seventy-five (175).

ARTICLE XIII - CLASS SIZE (continued)

If an individual class size has not been reduced or mutually agreed upon, the teacher may appeal to the Superintendent, or his/her designee, who shall make the final decision on the class size within five (5) days of his/her receipt of appeal. Exceptions to the above may occur when there is agreement between the department and administration that some classes exceed this maximum in order that other classes in that department may have smaller class sizes or a teacher agrees to exceed the class size maximum on an individual basis.

- D. If a student(s) with special needs is mainstreamed into regular classes and demands considerable extra teacher time and preparation, the teacher may request a conference. If a conference is requested, the principal and the special needs teacher(s) involved with the student(s) shall meet with the classroom teacher to determine solutions.
- E. In secondary activity classes which have a limited number of work stations, such as but not limited to, industry and technology education classes, science classes, art classes, home economics classes and computer classes, class size shall be determined by mutual agreement between the department and the principal. The department, or a teacher, in such course may request a conference with his/her principal if it is believed that the class size adversely impacts upon the educational program. This conference shall take place within five (5) days of the request. If mutual agreement cannot be reached on class size the teacher may appeal to the Superintendent, or his/her designee, who shall make the final decision on class size within five (5) days of his/her receipt of the appeal.

F. Combination Classes

1. Combination classes should be formed only when absolutely necessary or by staff request.
2. Teacher input should weigh heavily in determining which students are placed in combination classes.
3. The grade ratio for combination classes should be close to 50:50. A ratio should be no more than 40:60 with 60% of the students in the higher grade level.
4. The limit of twenty-five (25) should be considered as the desirable class size but not the mandated maximum.
5. When possible, new teachers should not be assigned to combination classes.
6. Administration and grade level teachers should negotiate the assignment of combination classes. Factors to consider include teacher interest, experience, personal concerns, and teachers on waivers or temporary status.
7. Teachers assigned to combination classes will be paid a \$300.00 stipend.

ARTICLE XIV- EVALUATION PROCEDURE

Evaluation Procedures

Evaluation is the process the District uses through its evaluators to assess the performance of unit members. This process is based upon job description, provisions of this contract, evaluation criteria, District policies and regulations, county, state and federal laws and regulations, adopted course outlines, learner goals and other duties and responsibilities as assigned.

The Santa Cruz City Schools District's (SCCS) evaluation process can be conducted through one (1) of three (3) methods: Administrative Evaluation "Method 1", Project-Based Evaluation "Method 2", or Peer-Based Evaluation "Method 3", each based on the unit members' professional standards.

The standards as described in the Evaluation Article for Certificated Staff act as a guide for discussion regarding professional growth and serve as a basis for unit member evaluation. Each certificated unit member is responsible for meeting the unit member's professional standards as described in the Evaluation article for Certificated Staff to show growth in the unit member's practice as an educator. Administrators have the right and responsibility to observe certificated unit members in their work setting at any time. Administrators always have the right and responsibility to identify any concerns related to meeting the standards.

Evaluation Cycles

- Probationary and temporary unit members will be evaluated annually.
- Permanent unit members less than 10 years of employment will be evaluated every two (2) years.
- Permanent unit members with 10 or more years of employment will be evaluated every four (4) years.

Three Evaluation Methods

There are three (3) methods for certificated unit member evaluation. Each method uses self- assessment and reflection and is linked to the unit members' professional standards.

Administrative Evaluation "Method 1": Administrative Evaluation is required annually for probationary and temporary unit members. Every two (2) years for permanent unit members more than ten (10) years of employment and every four (4) years for permanent unit members with ten (10) or more years of employment. It is also a required method for permanent unit members who have a general ranking of Does Not Meet or Emerging in their previous overall evaluation. This is an optional method every four (4) years for permanent unit members who have met Proficient or Distinguished standards in their previous overall evaluation rating.

Project-Based Evaluation "Method 2": With administrative approval, this is an option every other four (4) year cycle for permanent unit members who have met Proficient or Distinguished standards in their previous overall evaluation rating and would like to develop and implement a project in order for the unit member to examine practices and demonstrate proficiency via a professional project related to their current practices and the unit members' professional standards.

Peer-Based Evaluation "Method 3": With administrative approval, this is an option every other four (4) year cycle for permanent unit members who have met Proficient or Distinguished standards in their previous overall evaluation rating and would like to work with a peer using observation in order for each peer/partner to examine practices and demonstrate proficiency related to their current practices.

Evaluation Method 1:

Administrative Evaluation Method

Eligibility

The Administrative Evaluation method for permanent unit members:

- A permanent unit member rated Proficient or Distinguished in the previous overall evaluation rating **may elect** to be evaluated under the Administrative Evaluation option.
- Permanent unit members shall be evaluated using this method every other four (4) year cycle.

The Administrative Evaluation method is the only option for the following:

- Temporary unit members
- Probationary unit members
- Unit members under an Improvement Support plan due to an **overall evaluation** rating of Does Not Meet or Emerging on standards in the previous year
- Unit members who have failed to complete previous Peer-based or Project-based Evaluation cycle deadlines in the previous year

Administrative evaluations will be conducted for two (2) consecutive years or more until the unit member has reached permanent status and has met Proficient or Distinguished standards on the overall evaluation rating. A unit member under an Improvement Support plan will remain on the Administrative Evaluation method until the unit member achieves a Proficient or Distinguished on standards on the overall evaluation rating.

Evaluation Process:

(Preparation for Fall Planning)

Unit members shall be notified of and given access to district evaluation materials, including notification of primary evaluator by the 2nd Friday of September. In preparation for the initial meeting with the evaluator unit members will:

- Use your professional standards to reflect upon and mark areas of focus in each standard/domain (up to 6).
- Will use their self-assessment to complete the Professional Goals form identifying strengths and areas of growth. All Permanent unit members' need to create three (3) goals from three (3) different standards. Temporary, Probationary and Permanent unit members' under the "Does Not Meet or Emerging" need to create a goal for each of the standards/domains. These goals shall be written and be ready to present to the supervisor during the Fall Planning Conference.

Fall Planning Conference:

- By the 3rd Friday of October: Supervisors and unit members will meet to collaboratively present, discuss and agree upon professional goals using the standards/domains and Goal Setting Form.
- Circumstances, such as class composition, class size, instructional materials, and physical setting that affect the certificated unit member's working situation shall be discussed and documented in the conference notes on the Goal Setting Form with the evaluator at the Fall Planning Conference.
- By the conclusion of the Fall Planning Conference, the evaluator and the unit member shall sign and date the Goal Setting Form. If needed, any party may have ten days past the Fall Planning Conference to agree and sign the Goal Setting Form.
- In the event that the unit member and the evaluator cannot reach an agreement concerning standards of performance, a mediator agreeable to both parties shall be utilized in an attempt to reach an agreement. The Superintendent of Schools or his/her duly authorized representative, if necessary, shall render a

final decision.

- Changes in any of the goals of the unit member should be reviewed with the evaluator throughout the school year. Unit member or administration may administrate a review. These changes shall become a part of the Fall Planning Conference.

Timeline for Fall Planning Conferences: By the 3rd Friday of October

Observations:

- Each temporary and probationary unit member shall be observed by his/her site administrator, or immediate supervisor a minimum of two (2) times per year in his/her working environment prior to completion of each Summative Evaluation. One (1) of these observations shall be made by appointment. Permanent unit members' will be evaluated at least one time during the observation cycle. This observation needs to be scheduled. Additional observations may occur without an appointment.
- The evaluator shall be responsible for using the Observation Form. This form will be shared at the post observation conference. A copy shall be given to the unit member within ten (10) workdays of the post observation conference.
- The evaluation of personnel shall involve more than one evaluator at the request of either the evaluator or the evaluatee. Such an additional evaluator shall be selected from those assigned administrative responsibilities in the District.

Timeline for Observations:

Temporary and Probationary Teachers: By the 3rd Friday of December

Permanent Teachers: By the 3rd Friday of April

Summative Evaluation:

Summative Evaluation Reports for probationary and temporary unit members shall occur no later than the 3rd Friday in January. The evaluator may hold other summative evaluation conferences as he/she deems necessary, or upon the request of the unit member. If the unit member achieves a rating of "Proficient or Distinguished" a second summative evaluation will be optional and will occur only if requested by the unit member or their evaluator. If the unit member receives rating of "Does Not Meet" a second cycle of evaluation will occur, including a minimum of two (2) observations and a summative evaluation, prior to March 1st.

The Summative Evaluation Conference for Permanent unit members shall occur not later than thirty (30) workdays before the last school day scheduled on the school calendar adopted by the governing board for the school year in which the evaluation takes place. Permanent unit members shall be evaluated on the mutually agreed upon three (3) goals. The evaluator may complete up to two (2) summative evaluation reports a year as he/she deems necessary, or upon the request of the unit member. When a Permanent unit member has received an overall "Does Not Meet or Emerging", the District shall annually evaluate the unit member until the unit member achieves a Proficient or Distinguished, or is separated from the District. When a permanent unit member has satisfactorily completed his/her Improvement Needed Plan, the unit member shall be evaluated by Administrative Evaluation "Method 1" of the following year.

A copy of the Summative Evaluation, signed and dated, will be given to the unit member and evaluator no later than ten (10) workdays following the Summative Evaluation Conference.

In the event of difference of opinion between the evaluator and the unit member, the unit member may attach a statement to the Summative Evaluation outlining his/her differences.

If a unit member's evaluation shows an overall rating of "Does Not Meet or Emerging" the procedures outlined under Improvement Support plan may be followed

Timeline for Summative Evaluations:

- **Completed Summative Conferences for Temporary and Probationary Teachers: by the 3rd Friday of January**
- **Completed Summative Conferences for Permanent Teachers: 20 days before the last student day of school.**

Improvement Support Plan:

- If the overall ranking is marked “Does Not Meet”, an Improvement Support Plan shall be completed. If the overall ranking is marked “Emerging”, an Improvement Support Plan could be completed. The plan includes a timeline during which improvement shall be achieved, and a description of intervention and supports to assist the unit member in meeting the standards. If the unit member wishes to extend the timeline, the unit member may appeal to the Superintendent or his/her designee, whose decision shall be final.
- When an evaluator makes a recommendation for Improvement Support plan needed, the evaluator assumes an obligation to provide assistance.
- The evaluator shall make a written record of all observations, including recommendations and assistance. The unit member shall be given a copy of all written records and will have the opportunity to respond to each.
- The unit member will receive and participate in assistance from a district assigned professional specialist as outlined in the Improvement Support plan.

Evaluation Method 2:**Project-Based Evaluation**

Eligibility: In order to be eligible to participate in the Project-Based Evaluation, a unit member must:

- Be a permanent employee of the district.
- Have received Proficient or Distinguished evaluations for the previous evaluation cycle.
- Have administrator approval.

Procedures:

Work with evaluator on a mutually agreed upon Project-Based evaluation plan aligned with the unit members’ professional standards.

By the 2nd Friday of September:

At each work site, unit members shall be notified of and given access to district evaluation materials, including notification of primary evaluator. In preparation for the initial meeting with the evaluator, unit members will:

- Use the standards/domains to reflect upon and mark their level of performance for each element of all of standards.
- Using the completed standards/domains submit the Goal Setting form with strengths and areas of growth and develop three (3) professional goals. These goals should be written and be ready to present to the supervisor during the Fall Planning Conference.
- Plan proposal for the project needs to be submitted at Fall Planning Conference.

Fall Planning Conference:

- Unit members meet with their primary evaluator to review the standards/domains and present, discuss and agree upon professional goals. Unit member and primary evaluator create a mutually agreed upon Project-based evaluation plan based on one (1) of the options listed in the Resource Appendix titles Project-based Evaluation.
- If agreement cannot be reached on a Project-based evaluation plan, the unit member will be under

Administrative Evaluation “Method 1” for that cycle.

- Unit members will receive notice by the 3rd Friday of October of final approval on professional goals and project- based evaluation plan.

Mid-Year Check-in:

- By the last Friday of January: Supervisor will review progress with unit member if requested by either party.

Final Submission of Project:

- By the last Friday of March: All projects and supporting documentation, including the completed SCCS Reflection 1 and Reflection 2 will be submitted to the Supervisor.

20 days prior to the end of the school year

- The unit member will meet with primary evaluator to review the project on the Peer/Project Evaluation form. Evaluator will highlight goals met and give an overall rating at a mutually agreed upon time.
- If the unit member receives a “Does Not Meet or Emerging” final rating, the unit member will begin a new evaluation cycle at the start of the next school year under Administrative Evaluation “Method 1”.
- If a unit member has not completed the Project-Based Evaluation option by the last Friday of March, the evaluator will meet with the unit member and utilize the Summative Evaluation to document that the unit member did not meet the deadline and that the unit member will be placed on Administrative Evaluation at the start of the next school year.
- If the primary evaluator does not meet with the unit member by the 20 days prior to the end of school year to review the project, then the unit member may submit the project to Human Resources for review. The Assistant Superintendent of Human Resources will meet with the unit member to review the project.

**Evaluation Method 3:
Peer-Based Evaluation**

Eligibility: In order to be eligible to participate in the Peer-Based Evaluation, a unit member must:

- Be a permanent employee of the district.
- Have received Proficient or Distinguished evaluations for the previous evaluation cycles.
- Have administrator approval (include administrator approval for possible needed release time for observations).

By the 2nd Friday of September:

At each work site, unit members shall be notified of and given access to district evaluation materials, including notification of primary evaluator. In preparation for the initial meeting with the evaluator, unit members will:

- Use the standards/domains to reflect upon and mark their level of performance for each element of all of standards.
- Using the completed standards/domains submit the Goal Setting form with strengths and areas of growth and develop three (3) professional goals. These goals should be written and be ready to present to the supervisor during the Fall Planning Conference.
- Mutually choose a professional partner who is eligible for participation.

Fall Planning Conference

- By the 3rd Friday of October, meet with the evaluator and the partner to discuss goals and objectives as written in the Goals-Setting Form according to the unit members’ professional standards.
- Fill out Peer-Based Evaluation – Planning Sheet.

Procedures

- Hold two (2) observations and post observation meetings. The observations must be documented on the Peer Classroom Observation Form and the Post Observation Meeting notes must be documented to be submitted.
- Write a reflection about your learning experience this year using the Project-Based or Peer-Based Evaluation Final Reflection form.

Final Submission of Project:

By the last Friday of March: All observations and supporting documentation will have been completed and submitted to Supervisor.

20 days prior to the end of the school year

- The unit member along with their peer partner will meet with primary evaluator to review the Peer/Project Evaluation Form. Evaluator will highlight goals met and give an overall rating at a mutually agreed upon time.
- If the unit member receives a “Does Not Meet or Emerging” final rating, the unit member will begin a new evaluation cycle at the start of the next school year under Administrative Evaluation “Method 1”.
- If a unit member has not completed the Peer-Based Evaluation option by the last Friday of March, the evaluator will meet with the unit member and utilize the Summative Evaluation to document that the unit member did not meet the deadline and that the unit member will be placed on Administrative Evaluation at the start of the next school year. Unless the timeline is extended with administrative approval.
- If the primary evaluator does not meet with the unit member by the 20 days prior to the end of school year to review the project, then the unit member may submit the project to Human Resources for review. The Assistant Superintendent of Human Resources or administration designee will meet with the unit member to review the project.

General Post-Evaluation Procedures

- No evaluation documents shall be placed in the unit member's file unless the unit member has received a copy and has had an opportunity to discuss the document with the unit member's evaluator. Within ten (10) working days of the receipt of a written evaluation, the unit member may submit a written response to be attached to the evaluation.
- During a school year, the unit member may request a conference with the Superintendent or designee to discuss evaluation of the unit member.
- The substance and supporting documents of a summary evaluation shall not be subject to the grievance procedure.

ARTICLE XV - LEAVES OF ABSENCE

Employees are credited with ten (10) days of sick leave for the year on July 1 (pro-rated for part-time employees based on FTE). Sick leave may be carried over to subsequent years and there is no maximum on the total accrual. Unit members who retire under STRS or PERS may have the sick leave they have accrued applied as service credit at the time of retirement. All school employees who are vested in STRS or PERS have this option. Up to (7) days of Sick Leave per year may be used for Personal Necessity Leave. In addition, unit members are granted two (2) days of Annual Leave (pro-rated for part-time employees based on FTE). All leave options included in this agreement are listed below.

ARTICLE XV - LEAVES OF ABSENCE (continued)

- A. Sick Leave
- B. Personal Necessity
- C. Annual Leave
- D. Documentation for 6 or more Consecutive Days of Leave
- E. Bereavement Leave
- F. Extended Sick Leave
- G. Catastrophic Leave
- H. Family Related Leaves:
 - a. Pregnancy
 - b. CFRA/FMLA
 - c. Birth, Adoption or Foster Placement of Child
 - d. Parental Leave
 - e. Child Rearing
 - f. Kin Care
- I. Leave of Absence Without Pay
- J. Partial and Shared Contracts
- K. Industrial Leave (Workers Comp)
- L. Jury Duty
- M. Leave for Public Office
- N. Military Leave
- O. Federation Leave

A. Sick Leave

1. Sick leave is earned time used to recover from an injury or illness or other reasons permitted by the Education Code.
2. Full-time employees earn ten (10) sick leave days per year at full pay. Part-time employees earn a pro-rata portion of the ten (10) sick leave days at the percentage (%) of the contracted FTE. Sick leave may be accumulated without limit. There is no entitlement to cash payment for accumulated sick leave upon termination of employment.
3. Certificated employees with assignments that do not provide paid sick time shall be credited with twenty-four (24) hours of paid sick leave after working 30 days during that school year. The sick days may be used after the 90th day of employment. These days can only be used for scheduled work days. Unused sick leave accrued under this section shall not carry over to the following school year.
4. Employees are expected to enter their absences on the AESOP internet portal when they are ill, as soon as possible on the first day of illness. Prior approval of medical appointment is required unless the medical appointment relates to an immediate illness.

A unit member may take five (5) consecutive days of Sick Leave without providing a healthcare provider's written verification (physician, surgeon, dentist, psychologist, nurse practitioner, optometrist, chiropractor, social worker). On the sixth (6th) day of consecutive sick leave, an administrator may require a healthcare provider's written verification.

5. After all accumulated sick leave has been used, the Superintendent or his/her designee, upon the request of the employee, may recommend granting up to ten (10) additional days of sick leave with full pay. An additional ten (10) days may be granted by the Board, for a total not to exceed twenty (20) days.

ARTICLE XV - LEAVES OF ABSENCE (continued)

6. Transfer of accumulated sick leave: Any employee new to the District having previous experience outside the District but within the State shall have transferred with him/her the accumulated sick leave earned in the previous district of employment. Forms shall be provided by the District to the employee for the purposes of requesting the transfer of his/her accumulated sick leave from his/her employer. It is the responsibility of the employee to complete and return the form to the Human Resources Office.
7. Employees on leave of absence without pay do not accumulate sick leave.
8. Upon retirement, an employee's unused sick leave, if any, shall be applied as service credit according to the California State Teacher Retirement System (CalSTRS) regulations.

B. Personal Necessity Provision of Sick Leave (Up to Seven Days)

1. Personal necessity is defined as a situation that requires a unit member to be absent from work to attend to matters that cannot be accomplished during the work day. When a unit member takes Personal Necessity Leave, the hours used are subtracted from their sick leave balance. Thus, any hours used reduce the sick leave balance. Personal Necessity limits remain constant from year to year. There is no accrual or carry over of this type of leave.
2. Employees are allowed seven (7) days per school year for personal necessity leave, no more than five (5) days to be used consecutively.
3. Advance permission shall be obtained for appearance in court as a litigant and appearance as a witness under official order.

C. Annual Leave

- a. Each employee is authorized up to two (2) days annual leave per school year without loss of pay (pro-rated for part-time employees based on FTE). Such leave is not cumulative, if not used in the year it will not carry over.
- b. This leave is intended for the personal and professional needs of the employee that make it necessary to be absent from his/her contractual responsibilities.
- c. Employees must notify their site administrator forty-eight (48) hours prior to taking this leave. Should an emergency arise the forty-eight (48) hour notification does not apply.
- d. This leave is granted upon request of the employee provided sufficient substitute coverage is available.

D. Documentation for 6 or more Consecutive Days of Leave

In the case that a unit member uses any of the aforementioned leaves: sick leave, personal necessity leave or annual leave six (6) or more consecutive days, the unit member shall inform their administrator of their planned use of the days in writing. The administrator may require documentation related to the use of the additional days such as healthcare provider verification, or verification of legal proceedings, accidents or other unanticipated emergencies.

ARTICLE XV - LEAVES OF ABSENCE (continued)

E. Bereavement Leave

A regular employee who is absent on account of death of an immediate member of the family (mother, mother-in-law, father, father-in-law, husband, wife, domestic partner, son, daughter, sister, brother, grandparent, grandchild, or any relative living in the immediate family of the employee) is entitled to three (3) days of leave, or five (5) days if out-of-state travel is required, without loss of pay for each such bereavement. Extenuating circumstances, such as very close friends, or significant others may be approved by the District. Additional time without pay may be granted by the Board of Education upon the recommendation of the Superintendent or designee and in consultation with the Federation President.

F. Extended Sick Leave

- a. When an employee is absent from work on account of an illness or accident, she/he shall use all available sick leave. When sick leave is exhausted, the employee may request a leave of absence for medical reasons for up to one (1) year, which may be renewed upon application.
- b. If the leave is for a period of five (5) months or less, the employee shall receive his regular monthly salary, less the cost of a substitute (Substitute Differential Pay). If it is necessary for the employee to be absent beyond five (5) months, such additional leave, if granted, shall be without pay.
- c. In cases where the unit member is absent due to an extended illness under the provisions of Education Code Section 44977, the amount deducted from his/her paycheck shall not exceed the maximum long-term substitute rate for the District.

G. Catastrophic Leave Bank

In accordance with EC 44043.5, the Santa Cruz City Schools District has established a catastrophic leave program for certificated employees who suffer from a catastrophic illness or injury.

Catastrophic illness or injury means an illness or injury that is expected to incapacitate the employee for an extended period of time, requires the employee to take time off from work for an extended period of time, and taking extended time off work creates a financial hardship for the employee because he/she has exhausted all of his/her sick leave, leave provided under the Family and Medical

Leave Act, and other paid time off. Eligible leave credits may be voluntarily donated to a certificated employee for a catastrophic illness or injury if all of the following requirements are met:

- a. The employee must be a certificated unit member.
- b. The employee requests that eligible leave credits be donated and provides verification of catastrophic injury or illness. Participants shall be required to submit a doctor's statement indicating the nature of the illness or injury and the probable length of absence from work.
- c. The employee has exhausted all his/her paid leave credits.
- d. No employee may donate sick leave credits unless they have a minimum of twenty-five (25) days of accumulated leave and may donate only in excess of twenty (20) days up to a maximum of five (5) days. Donated sick leave credits not utilized shall remain in the Bank.
- e. The maximum amount of donated leave credit that may be used by an individual employee under this section shall be ninety-two (92) days in any school year. An employee may reapply for additional leave credit not to exceed a career maximum of one hundred and eighty-four (184) days.

ARTICLE XV - LEAVES OF ABSENCE (continued)

- f. Catastrophic leave credits shall not be used for illness or disability, which qualify the participant for worker's compensation benefits.
- g. Credits shall not be considered available leave for purposes of qualifying for STRS Disability.
- h. Participants who have exhausted regular accrued sick leave, and are absent due to an extended illness under the provisions of Education Code Section 44977 (differential pay), shall be eligible for the Catastrophic Leave Program credits. The District shall pay the participant full pay, and the credits shall be charged at one-half (1/2) day of sick leave for each day of service.
- i. It is the intent of this provision that sick leave credits would be used on consecutive days; however, on a case by case basis use of credits for intermittent or part days may be granted.
- j. The Human Resources Division shall maintain on file the Catastrophic Leave Bank of Credits. Credits donated and distributed shall be authorized by the Catastrophic Leave Committee before transfers are made into and out of the credit bank. No more than two hundred and fifty (250) days per school year can be withdrawn from the Bank.
- k. Approval of catastrophic leave shall be determined by the Federation President and the Assistant Superintendent of Human Resources in consultation with their respective teams. The decisions related to this provision are not subject to grievance.

H. Family Related Leaves

a. Pregnancy Disability Leave

- 1. Employees shall be entitled to utilize sick leave, including five (5) months of differential pay pursuant to Education Code section 44977 if needed, for the period of time that they are temporarily disabled by the employee's pregnancy, miscarriage, childbirth, and recovery therefrom.
- 2. The period of disability shall be determined and verified in writing by the employee's health care provider. Certification may be provided by using the California Department of Fair Employment and Housing (DFEH) Certification of Health Care Provider for Pregnancy Disability Leave form.
- 3. A health care provider is a licensed medical or osteopathic doctor, physician or surgeon who directly treats or supervises the treatment of the employee's pregnancy, miscarriage, childbirth, and recovery therefrom.
- 4. The employee shall notify the District of the estimated or intended dates for her pregnancy leave as soon as is practicable.
- 5. In cases of unforeseen leave, the employee shall provide medical certification as soon as practicable, but no more than 5 consecutive work days.
- 6. The manner of reporting absence for a temporary disability resulting from pregnancy, miscarriage, childbirth and recovery therefrom, shall be the same as the manner of reporting sick leave, except as noted above.
- 7. Family and Medical Leave Act (FMLA) shall run concurrently with Pregnancy Disability Leave. Refer to section P.

ARTICLE XV - LEAVES OF ABSENCE (continued)

b. Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA) Leave

1. Employees may request a leave of absence for up to twelve (12) work weeks annually pursuant to the FMLA for the following reasons:
 - a. For incapacity due to pregnancy, prenatal medical care or child birth.
 - b. To care for the employee's child after birth, or placement for adoption or foster care.
 - c. To care for the employee's spouse, son, daughter or parent who has a serious health condition.
 - d. For a serious health condition that makes the employee unable to perform the employee's job.
2. The eligibility requirements for FMLA are:
 - a. The employee has worked with the District for 12 months.
 - b. The employee has worked 1,250 hours in the previous 12 months.
3. Employees may request a leave of absence for up to twelve (12) work weeks annually pursuant to the CFRA for the following reasons:
 - a. The employee's pregnancy.
 - b. The employee's own serious health condition.
 - c. To care for the employee's child, parent, or spouse who has a serious health condition.
 - d. For birth, adoption, or foster placement of child.
4. The eligibility requirements for CFRA are:
 - a. The employee has worked with the District for 12 months.
 - b. The employee has worked 1,250 hours in the previous 12 months. The 1,250 hours is not required for birth, adoption, or foster placement of child reasons.

c. Paid Leave for Birth, Adoption or Foster Placement of Child

1. Employees who are eligible for California Family Rights Act (CFRA) Leave are entitled up to twelve (12) weeks of leave with differential pay for baby bonding with newborn, adoption or foster placement.
2. Differential pay is the difference between the employee's regular salary and the sum actually paid, or that would have been paid, to a substitute to fill the absent employee's position.
3. While on paid leave for baby bonding with newborn, adoption, or foster placement, the employee shall continue to be entitled to District-paid contributions towards health and welfare benefits. The employee shall be responsible for any employee-paid contributions towards such benefits.
4. An employee is not entitled to more than one twelve (12) week differential pay period for baby bonding with newborn, adoption or foster placement. However, if a school year terminates before the (12) week period is exhausted, the employee may take the balance of the twelve (12) week period in the subsequent school year.
5. The differential pay period provided by this provision shall not be constituted as being in addition to the pay period provided under paragraph L2 of this Article XV.

ARTICLE XV - LEAVES OF ABSENCE (continued)

d. Parental Leave

1. Employees may take up to twelve (12) weeks of parental leave for reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child. Eligibility shall be in accordance with the CFRA, except that the employee need not have worked 1,250 hours in the past 12 months.
2. The employee may use any remaining differential pay during this leave, pursuant to Education Code section 44977.5. The employee must exhaust available sick leave before using differential pay.
3. While on parental leave, the employee shall continue to be entitled to the District contributions towards health and welfare benefits. The employee shall be responsible for any employee-paid contributions towards such benefits.
4. An employee may not receive more than one 12 week period of differential pay within a 12 month period.
5. This leave runs concurrently with baby bonding leave under the CFRA.

e. Child Rearing Leave

1. An employee who is a natural or adopting parent may be granted a leave of absence for the purpose of rearing her/his infant. Such leave shall be without pay and shall not exceed (2) years in duration for faculty requesting full time leave or (4) years in duration for faculty requesting partial leave of absence and may include that period of time prior to being temporarily disabled from pregnancy. If there is a health issue with a minor child, a longer leave may be considered.
2. Extensions of such leave may be granted by the Board of Education.
3. Upon return to service, no employee will be guaranteed a return to her/his original position, but will be given an assignment in accordance with staffing needs as determined by the District.

f. Kin Care

1. An employee may use accrued sick leave up to half of the employee's annual entitlement to attend to a family member's diagnosis, care, treatment of existing health condition or preventative care, or when need of employee to seek or obtain any relief or medical attention specified in Labor Code for health, safety, welfare of the employee, or his/her child, when the employee has been a victim of domestic violence, sexual assault or stalking.
2. Family member is defined as follows:
 - a) Child (biological, adopted, foster child, stepchild, legal ward, and child to whom employee stands in loco parentis) without regard to age or dependency status.
 - b) Parental (biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or employee's spouse or registered domestic partner, or a person who stood in loco parentis when employee was a minor child.
 - c) Spouse
 - d) Registered domestic partner

ARTICLE XV - LEAVES OF ABSENCE (continued)

- e) Grandparent
- f) Grandchild
- g) Sibling

I. Leave of Absence Without Pay

1. An employee may request a personal leave of absence without pay. Leave for up to thirty (30) days without pay may be approved by the Superintendent. Leaves for more than thirty (30) days and up to one year without pay may be granted by the Board of Education. The board shall consider leaves for:
 - family medical care
 - professional growth aligned with District goals to support improved classroom practice.
 - A professional growth plan must be submitted and approved by the Assistant Superintendent of Human Resources before Board approval. Unit members may request professional growth plan form from Human Resources.
 - pursuing a supplemental credential in a hard to fill area such as math, special education, speech and language, bilingual education, etc.

Employee's medical insurance coverage may be continued at employee's expense. Other benefits, such as credit for column and step placement, accrual of sick leave, credit for career increment, shall be discontinued for the duration of the absence.

2. A leave of absence is a personal privilege approved by the District which may be withdrawn by the District or canceled for cause. Once the leave has been granted, the District is free to secure a replacement for the unit member for the period of the leave, and is under no obligation to return the person who requested the leave prior to the established date of return. (Moved to F. Extended Sick Leave)
3. Any unit member on leave who fails without good cause to notify the District of intent to remain in the service of the District by January 31st, shall be deemed to have declined employment and his/her services as an employee of the District may be terminated on June 30th of that year, providing that a demand for such notification has been served on the unit member personally or by certified mail, return receipt requested, not later than the preceding January 15th.
4. Upon return to service, no employee other than the Federation President (see Article IV. A. 1) will be guaranteed a return to his/her original position, but will be given an assignment in accordance with staffing needs as determined by the District.
5. All Requests for a leave of absence that commences at the beginning of the following school year shall be submitted no later than January 31 of the preceding school year.

J. Partial and Shared Contracts

1. Definitions:
 - a. Partial Contract - Single contract for one employee for less than one hundred percent (100%) of the school day or year.
 - b. Shared Contract - A single contract for a trimester, semester, or year shared by two (2) or more employees at the (K-5) elementary level.

2. Partial and Shared Contract Employee:

- a. Any employee may request a partial contract by submitting a Leave of Absence Request Form ~~written request~~ to his or her administrator, in consultation with Human Resources. If denied, upon employee request, a written explanation will be provided. Employees who have a partial contract for fifty percent (50%) or more of the school day or year shall receive full credit toward advancement on the salary schedule providing they work seventy-five percent (75%) of their assignment within the calendar year. Upon request, any employee on partial contract may be considered for the first full-time position available for which they are qualified. Employees who are contracted for less than fifty percent (50%) of the school day or year shall receive one-half (1/2) credit for advancement on the salary schedule, providing they work seventy-five percent (75%) of their assignment within the calendar year.
- b. A shared contract may only be initiated by employees. The District shall grant a shared contract upon mutual agreement between the teachers and the administrators involved. The administrator holds the discretion for the schedule/days worked by each part-time employee. The terms of the shared assignment may only be changed upon mutual agreement between the faculty member(s) and administration. Employees working part time will be required to participate at the percentage (%) of the contracted FTE in all professional duties and other duties as agreed upon as all other full time employees are required to participate. Employees on partial or shared contracts will be required to attend Back to School Night and Open House. For other duties, attendance is required in proportion to employee FTE. Faculty are required to attend additional meetings when required by law. Partial contract provisions shall apply in terms of advancement on the salary schedule and reinstatement to full-time positions. If the shared contract is granted, partial leaves shall be granted for up to one (1) year. Any extension of a leave must be reapplied for annually, and approval for ongoing leaves will be made for special circumstances.
- c. Employees on partial or shared contracts of at least half-time (1/2) shall receive the same fringe benefits as full-time employees but for the employee only. These employees will have the option of purchasing the dependent coverage available to full-time employees, subject to the requirement of the carrier.
- d. Less than half-time (1/2) employees shall have the option to buy into the fringe benefit package, subject to the requirement of the carrier.

K. Industrial Leaves (Workers Compensation)

1. An employee who is absent due to a work-connected illness or injury shall be allowed up to sixty (60) days leave in a fiscal year.
2. The sixty (60) days leave includes days during which the schools are required to be in session, or when the employee would have been performing work for the District.
3. Industrial accident leave does not accumulate from year to year.
4. Industrial accident leave commences on the first day of absence.
5. An employee on industrial accident leave shall be paid such portion of his/her regular monthly salary that, when added to any disability award from Workers Compensation, shall result in payment of no more than his/her regular monthly salary.

ARTICLE XV - LEAVES OF ABSENCE (continued)

6. When an industrial accident leave overlaps into the next fiscal year, the employee shall be entitled to use only the amount of unused leave due for the same illness or injury.
7. Upon expiration of industrial leave, an employee may elect to use sick leave and may apply that portion of sick leave that, when added to any temporary disability award, shall result in payment of not more than the regular monthly salary.
8. During any paid industrial leave of absence, the District in turn shall issue the employee his/her normal salary, less authorized deductions.
9. Any employee receiving benefits as a result of industrial accident leave shall, during the period of injury or illness, remain in the State of California, unless the Board approves leaving the State.

L. Jury Duty

Leaves of absence with full pay to serve on a jury shall be granted to employees. Pay received as a juror, not including mileage reimbursement, is payable to the District.

M. Leave Due to Election to Public Office

Any permanent employee elected to the State Legislature, County Board of Supervisors, City Council, or to a full-time paid, elected position, such as County Treasurer, shall be granted a leave of absence for the elected term of office. Within six (6) months after expiration of the term of office, the employee shall notify the District of his/her intent to return.

N. Military Leave of Absence

State and federal laws on granting of leaves of absence and re-employment rights of personnel who have served in the U.S. Military Forces shall be observed.

O. Federation Leave

1. The District shall grant to the Federation President or his/her designee upon request to the Superintendent ten (10) days release time for the purpose of organizational business. The Superintendent may approve up to ten (10) additional days release time for the purpose of organizational business upon request of the Federation President.
2. Cost of substitutes, if any, are to be paid by the Federation.
3. The President of the Federation shall be released from his/her duties to attend special or regular meetings of the Board of Education, which are scheduled during his/her regular work day upon request by the employee and approval of the Superintendent. No cost of loss of leave time shall be charged to the employee.
4. Employees shall notify their supervisor of their intent to be absent prior to the absence and shall complete the necessary forms.

ARTICLE XVI- SAFETY AND HEALTH

- A. Employees shall report promptly to the nearest site administrator any unsafe condition, incident, or practice which in his/her opinion warrants investigation. The District shall investigate such matters as promptly as possible. If the Administration finds that remedial action is necessary, it shall be carried out with reasonable promptness. The matter will be reported to the Assistant Superintendent of Business Services. In turn, the condition or incident will be reported to the Superintendent who shall notify the Board of Education if necessary. If the matter is considered emergency in nature the employee shall immediately report the condition or incident directly to the Assistant Superintendent, Business Services. The employee may require that the appropriate public agency investigate and/or analyze the practice, conditions or occurrence as promptly as possible.
- B. Disposal and clean up of mercury and other possibly harmful chemicals or agents shall be handled by the District in strict accordance with safe environmental conditions immediately upon request of the teacher.
- C. An employee may use reasonable force permitted by law to protect himself/herself from assault or battery, to protect other employees or property or to quell a disturbance threatening physical injury to others.
- D. If an employee is assaulted or battered while acting within the course and scope of his/her employment, the District shall cooperate with the employee in the preparation of charges to the extent required by law.
- E. A leave due to illness or injury which arises from a duty-related assault and is covered by Workers Compensation shall be subject to the Industrial Accident health provisions of this Agreement, in Article XV, Section D.
- F. Consistent with safeguarding of private information, and where this notification can reasonably be foreseen as necessary to provide a safe working environment, employees shall be notified, with reasonable promptness, (using confidential memos, if preferred) of pupils known to the site administrator to be suffering from physical and/or serious emotional problems.
- G. In order to complete Safety Modules or a similar online safety program related to safety of employees, bargaining unit members shall be given at least seventy-five (75) minutes per school year to work on the Safety Modules. This 75 minutes shall be provided by Site Administrators through either: time during Professional Development days, or through time at faculty meetings and at the secondary level may also be provided during PLC time.

If a unit member is required to do additional modules, due to their specialized assignment, (such as but not limited to CTE and Special Education) they will be given at least 90 minutes annually to complete modules.

ARTICLE XVII- SALARY AND FRINGE BENEFITS

A. Salary

1. The District shall pay a one-time, off schedule payment of 2.5% (two and one half percent) of the 2014-15 base salary for all unit members employed on June 1, 2015. The payment shall be made as soon as is practicable after ratification of this Agreement. In addition, the District shall offer a one-time voluntary paid professional development day on August 21, 2015, to be paid at the employee's daily rate of pay. The professional development day is available only to those who will be employed for the 2015-16 school year.

ARTICLE XVII- SALARY AND FRINGE BENEFITS (continued)

Effective July 1, 2015: A 3% (three percent) increase shall be applied to the K-12 salary schedules and Extra Pay Stipends. Effective July 1, 2015, Speech Language Pathologists, Psychologists, and District Nurses shall be placed on the Specialist Personnel salary schedule at the same step currently held on the regular salary schedule, and shall work the same work year as Psychologists.

For 2016-17, a 3% salary increase retroactive to July 1, 2016 shall be applied. For the 2017-2018 and 2018-2019 school years, the District shall pay the cost of an additional mandatory professional development day to be added to the calendar at the GSCFT daily rate of each faculty member for professional development purposes. Content of this additional day is at administration discretion. This day shall be added to the board approved calendar and the employee compensation for the added day shall be applied to the salary schedule for the years noted above.

The District and GSCFT shall reconvene negotiations on compensation after Board review of the unaudited actuals being completed for the 2016-2017 school year to determine if there is an increase in the unrestricted reserve greater than 2% between the estimated actuals and unaudited actuals that could be committed to further increases to the GSCFT in either ongoing or one time funds retroactive to July 1, 2016. A minimum of sixty percent (60%) of any such increase shall be allocated to the GSCFT.

The District offer to GSCFT a 1.5% on the schedule salary increase retroactive to July 2017. In addition the District offers to GSCFT a .5% on the schedule salary increase effective July 1, 2018. The District acknowledges that GSCFT and the District will commence negotiations for the 2018-2019 school year inclusive of reopeners pertaining to salary and benefits. GSCFT and the District acknowledge that the District's multi-year forecast indicates that the District is in a deficit spending trend which will result in the reduction or elimination of the District's ending balance above the reserve that the District has in excess of the 3% required reserve through the 2019-2020 school year. The District proposes that the District and GSCFT reconvene negotiations on compensation after Board review of the unaudited actuals being completed for the 2017-2018 school year to determine if there is a variance in the unrestricted reserve greater than 2% between the estimated actuals and unaudited actuals that could be committed to further increases to GSCFT.

The District offer to GSCFT a 1.25% on the schedule salary increase retroactive to July 2018 the District and GSCFT reconvene negotiations on compensation after Board review of the unaudited actuals being completed for the 2018-2019 school year to determine if there is a variance in the unrestricted reserve (exclusive of parcel tax funds) greater than 2% between the estimated actuals and unaudited actuals that could be committed to further increases to GSCFT.

For the 2020-2021 school year, SCCS agrees to pay a one time off salary schedule payment of \$1000 for FTE .51 to 1.0 (+) FTE and \$500 for FTE .5 or below. This payment will only be for employees on payroll as of May 1, 2021. The FTE calculation will be based on the employees primary position and not including any EWAs.

For the 2021-22 school year, 2% will be added to the salary schedule. The District proposes that the District and GSCFT reconvene negotiations on compensation after Board review of the unaudited actuals being completed for the 2020-21 school year to determine if there is a variance in the unrestricted reserve (exclusive of restricted and one-time funds) greater than 2% between the estimated actuals and unaudited actuals that could be committed to further increases to GSCFT. If there is such a variance between the estimated and unaudited actuals, the District and GSCFT would reconvene negotiations following the first interim report.

ARTICLE XVII- SALARY AND FRINGE BENEFITS *(continued)*

2. The District shall negotiate all compensation offered to faculty.
3. New math and science certificated staff to the District will be placed on the current certificated salary schedule. Per the February 2010 Side Letter Agreement- Retirement Incentive: New incoming math and science certificated staff will receive a maximum of eleven (11) years of service credit effective July 1, 2017 until otherwise negotiated, except by mutual agreement. There will be a "retro catch up" on the salary schedule for credentialed math and science certificated staff prior to July 1, 2017. Effective July 2013, faculty with valid mild to moderate Special Education Credentials, valid moderate to severe Special Education Credentials, valid Speech-Language Pathology Services Credentials and valid School Nurse Services Credentials shall receive a maximum placement on the salary schedule at step 12 reflecting 11 years of prior experience.
4. Initial salary placement for vocational educators new to the District shall be as follows:
 - a. Vocational educators transitioning directly from the SCCOE ROP program will be placed on Column D and the appropriate Step closest to the compensation amount reflected on the current SCCOE ROP Teacher Salary Schedule including stipends and/or longevity in effect at the date of hire. Compensation shall be no less than what they would have earned from SCCOE and a 16.5% increase shall be applied representing the July and October 2015 salary increases.
 - b. All other vocational educators will be placed on the salary schedule based on their degree(s), post-baccalaureate units and prior teaching/occupational experience up to five years.
5. Master's Degree: A stipend shall be paid for each Master's Degree held by teachers and all support personnel, except psychologists. (See Certificated Salary Schedule.)
6. Doctorate Degree: A stipend shall be paid to those teachers and all support personnel who hold a Doctorate Degree. (See Certificated Salary Schedule.)
7. Bilingual Authorization: A stipend shall be paid to those faculty members who hold a bilingual authorization, a Certificate of Competence (BCC), or a Bilingual, Cross Cultural, Language and Academic Development (BCLAD) certificate or who pass the district bilingual competency test. (See Certificated Salary Schedule.)
8. Career increments begin upon completion of the sixteenth (16th) step and increase each three (3) steps thereafter until step thirty two (32). (See Certificated Salary Schedule.)
9. Percentage salary increases will be reflected within each cell of the salary schedule and in the Master's, Doctorate and BCC/BCLAD stipends as well as career increments.
10. The Extra Pay for Extra Responsibility Positions Stipend Schedule shall apply to bargaining unit members who are granted employment in these positions. The Extra Pay Stipend Schedule will be adjusted whenever the certificated salary schedule is adjusted by the same percentage amount.

High School Athletic Directors will work a 203-day calendar.

Extra responsibility stipends for non-bargaining unit members shall be at the discretion of the District but not to exceed the rates published in the Extra Pay for Extra Responsibility Positions Stipend Schedule. The District shall provide bargaining unit members preferential consideration for extra responsibility positions for which they hold qualifications, before and over external applicants. Bargaining unit members who are denied these positions shall be provided, upon request, a written explanation of the reason(s) for which they were denied.

The District shall update the Stipend Schedule to reflect current and ongoing stipends as of July 2015. In the event that a new stipend position is added, the District shall notify the Federation of the position and proposed stipend, the amount of which is negotiable upon request.

11. The hourly rate of pay assignments not covered by a salary schedule or individual contract shall be \$36.00.
12. Mileage Expense Reimbursement
 - a. All employees who are required to use their personal automobiles on official assigned District business shall be reimbursed for this expense. No reimbursement shall be allowed for travel between an employee's residence and the normally assigned place of work. The amount of this reimbursement shall be the IRS approved rate per mile as established in Board Policy.
 - b. If an employee is required to use his private car as a condition of employment, the District will provide the employee with written verification of that requirement.
 - c. Home teachers shall be reimbursed for the actual miles traveled within the School District in order to carry out their home teaching assignments.
13. The Board shall honor the provisions of Title IX in all areas of employee relations, including co-curricular pay.

B. Fringe Benefits

The District agrees to negotiate the impact of changes instituted by Sutter Health Plus or Kaiser for benefits on matters within the scope of negotiations.

1. Medical insurance shall be available for qualifying employee, spouse, domestic partner, and eligible dependents subject to the requirements of the carrier. The available medical plans are shown in an appendix to this agreement.
2. SCCS and GSCFT agree to switching to a direct model of health benefits by contracting with Sutter Health Plus and Kaiser. A PPO health plan will no longer be available as of October 1, 2021. An opt out option is available for those who can document other health insurance coverage. This change will begin October 1, 2021. Dental and vision coverage will continue with Delta Dental and VSP.
3. On October 1, any employee that enrolls in any plan through Sutter Health Plus or Kaiser for benefits, must live in the area where Sutter Health Plus and Kaiser are available. If an employee chooses to move out of the service area, they will not be eligible for benefits and the district will not cover any of the cost of enrolling in another program.
4. Effective October 1, 2015, for full time unit members, the District shall pay 50% (fifty percent) of the cost of any plan offered for Employee Only, Two Party or Family. Premium increases for future years shall be split as outlined in section 6. below.

ARTICLE XVII- SALARY AND FRINGE BENEFITS (continued)

5. Effective October 1, 2015, for unit members working .5 FTE to .99 FTE, the District shall pay 50% (fifty percent) of the cost of any plan offered for Employee Only. For unit members working .5 FTE to .99 FTE, the District shall pay 46.5% (forty-six point five percent) of the cost of any plan offered for Two Party or Family.
6. In consideration of this negotiated change to the District's contribution to the benefit plans, the 2015-16 salary schedule shall be increased by 13.5% (thirteen and one half percent) on an ongoing basis, effective October 1, 2015. (This increase will not be added to any stipends.
 - a. Additionally, .5% (one half percent) shall be applied to a benefit maintenance stipend for 2015-16 and 2016-17. Employees as of June 1, 2015 whose 1.0 FTE salary is under \$48,000 and are enrolled in a family or two party medical plan shall be eligible for this stipend of up to \$6,000 in \$500 increments in order to offset the cost of the employee share of the HMO medical plan in order to ensure that they receive at least a 3% (three percent) salary increase over their 2014-15 salary. Part-time (.5 to .99 FTE) employees who meet the above conditions shall be eligible for the stipend. Employees must sign up for this stipend by October 16, 2015. If employees have a qualifying event after October 16, 2015, they may apply for a pro-rated stipend. This stipend will be available for the 2015-16 and 2016-17 school years. For the 2017- 18 school year, .5% (one half percent) will be added to the salary schedule, unless an extension is negotiated. Upon non-extension of this program, disposition of the residual benefit maintenance funds shall be negotiated for the benefit of the bargaining unit members.
7. The District and GSCFT shall select plans for the 2015-16 year designed to reduce the overall cost of benefits by having employees "migrate" to lower cost plans. For the 2015-16 year only, the District and GSCFT shall share the savings generated by "migration", with 80% (eighty percent) of the "migration" savings going to GSCFT to be placed on the salary schedule (this increase will not be added to any stipends) and 20% (twenty percent) to go to the District. Based upon the projected migration savings the District shall add 3% (three percent) to the salary schedule, effective October 1, 2015. The Parties shall meet after October 1, 2015 to determine the actual migration savings. If the savings are above or below the projected 3% (three percent), adjustments shall be made to the salary schedule accordingly.
8. Effective July 1, 2005:
 - a. The District agrees to pay seventy percent (70%) of the medical benefit insurance premium increase, including retirees. Employee contribution will be increased by thirty percent (30%) of the medical benefit insurance premium increase, including retirees. The increase in the employee contribution for medical benefit premiums shall not exceed thirty percent (30%) of a fifteen percent (15%) increase from the prior year rate for each medical plan. If the rate increase is less than fifteen percent (15%), the employee share of the increase will be thirty percent (30%) of the full increase amount. If the rate increase is greater than fifteen percent (15%) the employee share of the increase will be calculated as thirty percent (30%) of a fifteen percent (15%) increase on the prior year rate.
9. Family Dental, Family Vision and Life Insurance shall be paid fully by the District.
 - a. Dental- Employees may choose between the Delta Dental Premier Plan or Delta Dental PPO Plan for employee, spouse, domestic partner, and eligible dependents subject to the requirements of the carrier.
 - b. Vision- Vision Service Plan (\$10.00 Co-pay) for employee, spouse, domestic partner, and eligible dependents subject to the requirements of the carrier.
 - c. Life Insurance- The Hartford, in the amount of \$25,000.00 Term Life for employee with \$5,000.00 rider for spouse and \$2,500.00 rider for eligible dependent children.

ARTICLE XVII- SALARY AND FRINGE BENEFITS (continued)

10. The District agrees to offer IRC Section 125 Plans for all unit members at the member's expense. To the extent allowed by the IRS, employee health and welfare benefits payments shall be run through the Section 125 plan.
11. **Benefits Committee:** The Benefits Committee shall review health and welfare costs, programs and alternatives. Participation on this committee shall in no way waive the Federation's right to negotiate changes in Health and Welfare benefits available to unit members.
12. Permanent and probationary employees who resign effective June 30 or are granted a leave of absence for the next year shall be eligible for the District's contribution to health and welfare benefits through July 31 at the same level in effect on the last working day prior to the resignation or leave of absence. Laid off, released temps and non-reelected employees shall also be eligible for the District's contribution to health and welfare benefits through July 31 at the same level in effect on the last day in paid status.

C. Partial and Shared Contracts

1. **Definitions:**
 - a. **Partial Contract** - Single contract for one employee for less than one hundred percent (100%) of the school day or year.
 - b. **Shared Contract** - A single contract for a trimester, semester, or year shared by two (2) or more employees at the (K-5) elementary level.
2. **Partial and Shared Contract Employee:**
 - a. Any employee may request a partial contract by submitting a written request to his or her administrator. If denied, upon employee request, a written explanation will be provided. Employees who have a partial contract for fifty percent (50%) or more of the school day or year shall receive full credit toward advancement on the salary schedule providing they work seventy-five percent (75%) of their assignment within the calendar year. Upon request, any employee on partial contract may be considered for the first full-time position available for which they are qualified. Employees who are contracted for less than fifty percent (50%) of the school day or year shall receive one half (1/2) credit for advancement on the salary schedule, providing they work seventy five percent (75%) of their assignment within the calendar year.
 - b. A shared contract may only be initiated by employees. The District shall grant a shared contract upon mutual agreement between the teachers and the administrators involved. The administrator holds the discretion for the schedule/days worked by each part-time employee. The terms of the shared assignment may only be changed upon mutual agreement between the faculty member(s) and administration. Employees working part time will be required to participate at the percentage(%) of the contracted FTE in all professional duties and other duties as agreed upon as all other full time employees are required to participate. Employees on partial or shared contracts will be required to attend Back to School Night and Open House. For other duties, attendance is required in proportion to employee FTE. Faculty are required to attend additional meetings when required by law. Partial contract provisions shall apply in terms of advancement on the salary schedule and reinstatement to full-time positions. If the shared contract is granted, partial leaves shall be granted for up to one (1) year. Any extension of a leave must be reapplied for annually, and approval for ongoing leaves will be made for special circumstances.

ARTICLE XVII- SALARY AND FRINGE BENEFITS (continued)

- c. Employees on partial or shared contracts of at least half-time (1/2) shall receive the same fringe benefits as full-time employees but for the employee only. These employees will have the option of purchasing the dependent coverage available to full-time employees, subject to the requirement of the carrier.
- d. Less than half-time (1/2) employees shall have the option to buy into the fringe benefit package, subject to the requirement of the carrier.

D. Professional Development

Movement between columns requires the acquisition of fifteen (15) professional development units. Graduate units used for this purpose require notification to the Human Resources Department and ten of the fifteen (15) units must be earned in the employee's major or minor current field of teaching, or for an advanced degree, approved by the District. With the approval of the District, units that meet identified District needs and receive the prior approval of the Human Resources Department or primary evaluator may also be applied. Professional development units or activities that may qualify to fulfill this requirement are outlined below:

1. Successful completion of graduate or undergraduate units in the employee's major or minor field as delineated above. Advancement of a column will take place when an employee files official transcripts and other required documentation with the District. Such advancement shall take place within three months or three regular pay periods, whichever is longer, after the employee files the transcripts and paperwork with the District and shall be retroactive to the date of such filing.
2. College or university credits or credits earned in a professional development program designated by the District in consultation with the employee to fulfill an identified need of the District. Advancement of a column will take place when an employee files official transcripts and other required documentation with the District. Such advancement shall take place within three months or three regular pay periods, whichever is longer, after the employee files the transcripts and paperwork with the District and shall be retroactive to the date of such filing.
3. Units of professional growth credit may be given for prior approved travel. To apply for such units of credit, the employee must submit his/her itinerary in reasonable detail in advance and receive prior approval from the principal/Human Resources Department. At the conclusion of the travel experience, a written report shall be submitted within twenty (20) days following his/her return, verifying the educational value of the trip.
4. Professional growth units may also be given for prior approved practical training and work experience in the field of one's training, for writing, and other forms of constructive activities. An exhibit of the work accomplished, together with a report providing a detailed analysis of the contribution of the work to the teacher's effectiveness in his/her curricular field shall be submitted upon completion of the work.
5. Units of professional growth credit may be given for approved active participation in committee work within the District. For purposes of this section, committee work shall include only those District committees established by Board action to fall within this category. Credit of this kind may be given if all of the following standards have been met:
 - a. A school year's worth of active committee meetings shall be required for one unit of credit. All meetings will normally be held within the same school year. In those cases where the work of the committee involves more than one school year, cumulative credit may be granted. Time spent in committee work of various kinds shall not be cumulative. Partial credit for committees which do not meet the time requirement shall not be given. Committee work shall be in addition to regular teaching assignment.

- b. Active participation, as determined and certified by the chairperson of the committee, shall be required for professional growth credit. For practical training kinds of experiences, fifteen (15) hours of in class participation time is required for one (1) unit of credit. No salary credit shall be granted for professional growth activities that have been funded by the District. A maximum of two (2) units per column may be earned through committee work, travel, work experience, or any combination thereof. An employee shall notify the Human Resources Department of the District, in writing, of his/her intention to qualify for movement between columns on the salary schedule prior to March 1st of the school year preceding the year for which advancement is desired. The official transcripts from the college(s) or university(ies) showing credits earned must reach the Human Resources Department by October 1st of the school year for which movement between columns has been requested.

ARTICLE XVIII- REDUCED TEACHER WORKLOAD (RTW) PROGRAM

- A. The District may allow certificated employees to reduce their work load from full-time to at least half-time (1/2). A member of the State Teachers' Retirement Fund employed on a part-time basis shall receive the credit a member would receive if the member were employed on a full-time basis and have the member's retirement allowance, as well as any other benefits the member is entitled to, based upon the salary that the member would have received if employed on a full-time basis, if the member and his employer both elect to contribute to the Teachers' Retirement Fund the amount that would have been contributed if the member were employed on a full-time basis. Faculty wishing to enter the RTW program must submit an application by January 31. The District shall consider applications submitted after this date due to extenuating circumstances such as ongoing contract negotiations, family circumstances, etc. Applications for entry into the RTW Program shall be approved unless requests for reductions are incompatible with standard teaching assignments and teaching schedules at Santa Cruz City Schools. Assignments under this program shall be determined by the district on an annual basis.
- B. During the period immediately preceding a request for a reduction in workload, the employee must have been employed full-time in a position requiring certification for a total of at least five (5) years without a break in service.

For purposes of this subdivision, sabbaticals and other approved leaves of absence shall not be used in computing the five-year (5) full-time service requirement prescribed by this subdivision.

To participate in the Reduced Teacher Service Retirement Program (RTSRP):

1. The employee must have reached the age of fifty-five (55) prior to reduction in workload.
2. The option of part-time employment must be exercised at the request of the employee and can only be revoked with the mutual consent of the employer and the employee. Unit members selected for participation in the RTSRP shall resign the portion of his/her full time employment that they relinquish in order to participate in the RTSRP.
3. The employee shall be paid a salary which is the pro-rata share of the salary the employee would be earning had the employee not elected to exercise the option of part-time employment but shall retain all other rights and benefits for which the employee makes the payments that would be required if the employee remained in full-time employment.
4. The employee shall receive insurance benefits in the same manner as a full-time employee.

ARTICLE XVIII- REDUCED TEACHER WORKLOAD (RTW) PROGRAM (continued)

5. The minimum part-time employment shall be equivalent to one-half (1/2) of the number of days of service required by the employee's contract during the employee's final year of service in a full-time position.
6. This option is limited in pre-kindergarten through grade twelve (12) to certificated employees who do not hold positions with salaries above that of a school principal.
7. Employees cannot participate for more than five (5) years and may not participate in the RTSRP after age sixty-five (65). RTSRP benefited employees participating in the program who reach age sixty-five (65) during the school year may continue through that school year. RTSRP benefits terminate after five (5) years; however, an employee may continue to work at his/her current FTE upon completion of the program. Resignation may occur before the end of the five (5) year period. Part-time employment plans of less than five (5) years terminated by resignation may be designed by mutual agreement.
8. The changed workload status must be based on a full school year or term and the minimum compensation paid and time worked must be equal to not less than one-half (1/2) time. Both the minimum salary and the minimum time requirements must be met. If the Governing Board agrees, the changed service may be on a daily schedule of full-time at least one-half (1/2) year; however, member and employer contributions must be paid monthly to STRS.
9. If the employee makes payments for any District-provided fringe benefit or optional personal insurance program, the employee must continue participation in the District-provided fringe benefits at the yearly rate assessed all full-time employees, and the employee may elect to continue participation in the optional personal insurance programs making the appropriate payments.

ARTICLE XIX- PROFESSIONAL COURTESY

- A. Intra-district Transfer: Following siblings of current Open Enrollees, children of permanent district employees who reside within Santa Cruz City limits shall be given first priority under Open Enrollment.
- B. Through the duration of this agreement, bargaining unit members who reside outside of the boundaries of the Santa Cruz City School District may apply for and shall receive an inter-district transfer for their children to attend a school operated by the District on a space available basis. The decision of the District regarding whether space is available shall not be subject to the grievance procedure of this Agreement. However, a faculty member who is denied an inter-district transfer may request in writing the reasons for such denial to which the District will respond in writing.

Any class size limitation provided by Article XIII of this Agreement shall not include the children of bargaining unit members in the grade levels and schools which they attend. Each child granted an Inter-district transfer is granted such a transfer subject to the same standards that are applicable to other inter-district transfers granted by the District.

ARTICLE XX- LOCAL COMMITTEE ON ASSIGNMENT

- A. Local Committee on Assignment shall be established and composed of an equal number of teachers appointed by the Federation and administrators to make decisions on out of field assignments under certain conditions. The assignment in question must be for no more than forty percent (40%) of a full-time teaching assignment and must be based on approved criteria of the special skills and preparation that justify assignments outside of credential authorizations. The affected teacher must agree to the assignment. Such assignments may be annually renewed by the committee upon application by the teacher and the school administrator.

ARTICLE XXI- CONCERTED ACTIVITIES

- A. It is the intent of the parties that during the term of this Agreement the members of the unit shall faithfully and diligently perform all of the duties associated with their positions. There shall be no strike, slow-down, or any other failure to properly perform assigned duties by the Federation, its officers, or members of the unit.
- B. In the event that members of the unit take any steps in violation of the provisions of this Section, the Federation shall make every effort to prevent such activities and to induce the employees to comply with the terms of this Agreement.

ARTICLE XXII- COMPLETION OF AGREEMENT

- A. This document comprises the entire Agreement between the District and the Federation on the matters within the lawful scope of negotiations. The Parties shall have no further obligation to meet and negotiate, during the term of this Agreement, on any subject whether or not said subject is covered by this agreement, even though such subject was not known nor considered at the time of the negotiations leading to the execution of this Agreement.
- B. The provisions of this Agreement shall prevail over inconsistent past practice, written policies, administrative regulations and state laws to the extent permitted by law.

ARTICLE XXIII- RETIREMENT BENEFITS

- A. Bargaining unit members who are eligible and retire on or before June 30, 2015 shall receive the benefits that they elected pursuant to Option One or Option Two of the Pre-Retirement Program document, attached as an appendix. The retiree shall receive medical, dental and vision benefits for 5 years, or until the employee becomes eligible for Medicare, whichever comes first. The plans available each year to retirees shall be the same as those available to active unit members during the same year. The District's contribution to benefits shall be either the District's contribution as of June 30, 2015 or the full cost of the plan, whichever is less. The District shall pay 70% of any premium increases for the period of retiree benefits.

If the retiree has not reached Medicare age at the expiration of the 5 year period, the retiree shall receive the following until *she* reaches Medicare age:

- a. 15 years of service: \$600/yr for a maximum of 3 years
- b. 20 years of service: \$800/yr for a maximum of 4 years
- c. 25 years of service: \$1000/yr for a maximum of 5 years

- B. Bargaining unit members who are eligible and retire after June 30, 2015 and on or before June 30, 2016 shall be eligible for Option One or Two of the Pre-Retirement Program Document. The retirement must be submitted on or before January 31, 2016. The retiree shall receive medical, dental and vision benefits for 5 years, or until the employee becomes eligible for Medicare, whichever comes first. The District's contribution to benefits shall be either the District's contribution as of June 30, 2015 or the full cost of the plan, whichever is less. The District shall pay 70% of any premium increases for the period of retiree benefits.

If the retiree has not reached Medicare age at the expiration of the 5 year period, the retiree shall receive the following until they reaches Medicare age:

- a. 15 years of service: \$600/yr for a maximum of 3 years
- b. 20 years of service: \$800/yr for a maximum of 4 years
- c. 25 years of service: \$1000/yr for a maximum of 5 years

ARTICLE XXIII- RETIREMENT BENEFITS (continued)

Bargaining unit members retiring June 30, 2016 who do not turn in their retirement benefits by January 31, 2016 shall receive the benefits described in Section 3 below.

- C. Unit Members who, as of June 30, 2015, are 50 years of age AND have ten years of satisfactory service with Santa Cruz City Schools shall continue to have access to Option One or Option Two upon retirement from the District, subject to conditions i. and iv. below and subject to the District contributions set forth below.

For all other unit members, effective July 1, 2016, the Pre-Retirement Program document shall no longer be effective, and shall be replaced with the following:

- a. Bargaining unit members must meet all of the following criteria to qualify for Retiree benefits on or after July 1, 2016:
 - i. Retirement must be submitted on or before January 31
 - ii. 15 years of continuous satisfactory service with SCCS
 - iii. 55 years of age or older upon date of retirement
 - iv. Must retire under STRS
 - b. Eligible retirees shall receive medical, vision and dental benefits for 5 years, or until the employee becomes eligible for Medicare, whichever comes first. The District's contribution to benefits shall be what active employees receive as of the date of retirement. The District shall pay the same percent of any premium increases as the District pays for active employees.
- D. Retirees not eligible for benefits under this Article may participate in the District's medical benefits insurance at the full expense of the retiree, as stipulated in education code.
- E. All retirees may select only their current plan or lower, and may not add spouse or dependents after retirement.
- F. Those who are enrolled in the Pre Retirement Program as October 1, 2021, and in any plan through Sutter Health Plus or Kaiser for benefits, must live in the area where Sutter Health Plus and Kaiser are available. If an employee chooses to move out of the service area, they will not be eligible for benefits and the district will not cover any of the cost of enrolling in another program.- a. Those in Pre-Retirement who will be under 65 when their 5 years runs out may enroll in self pay Sutter Plus (under the special arrangement) or self pay Kaiser until 65, then Kaiser is the only option once they turn 65.
- b. Those who will be 65 or over when their 5 years runs out will be offered Kaiser self pay (Medicare Supplement) as the only option.
- c. Dental and vision coverage will continue to be provided in the pre-retirement program (not after the five years or upon reaching the age of 65.)

G. Those who will enter Pre-Retirement after October 1, 2021 and in any plan through Sutter Health Plus or Kaiser for benefits, must live in the area where Sutter Health Plus and Kaiser are available. If an employee chooses to move out of the service area, they will not be eligible for benefits and the district will not cover any of the cost of enrolling in another program.- a. Those who will be under 65 when the 5 years run out may enroll in self pay Sutter Plus (under the special arrangement) or self pay Kaiser until 65, then Kaiser is the only option once they turn 65.
- b. Those who will be 65 or over when the 5 years run out will only be able to enroll in Kaiser self pay (Medicare Supplement) as this will be the only option.
- c. If an employee chooses to move out of the service area, they will not be eligible for benefits and the district will not cover any of the cost of enrolling in another program.

ARTICLE XXIV- SAVINGS

If any provision of this Agreement or any application thereof is held by a court of final jurisdiction to be contrary to law, then such provision or application shall be deemed invalid, to the extent required by such court decision, but all other provisions or applications shall continue in full force and effect.

Appendix A- Side Letters

- **Comprehensive Elementary Sites -Parent Conferences**
- **Comprehensive Elementary Sites -Restructured Wednesdays**
- **Comprehensive Elementary Sites -Second Faculty Meeting**
- **MOU- Bay View Meetings and Professional Development Schedule**
- **Side Letter Agreement – Santa Cruz High School Excel and Bell Schedule**
- **Side Letter Agreement – Harbor High School Bell Schedule**
- **Side Letter Agreement – Soquel High School Bell Schedule**
- **Side Letter Agreement – Mission Hill Middle School Bell Schedule**
- **Side Letter Agreement – LCFF and Class Size Reduction**

Side Letter of Agreement for ~~2016-17, 2017-18~~ 2018-19
Comprehensive Elementary Sites – Parent Conferences

2018-19 MP
C.C.

1. In September 2016-17, 2017-18, parents will receive letters in their beginning of the year packets informing them of their right to request a parent conference at any time. Additionally, at Back to School events, elementary faculty will inform parents and guardians of their right to request a parent / teacher conference at any time during the school year. Elementary teachers acknowledge that all parents who request a conference will receive a conference. Faculty will respond to parents and guardian requests with the scheduling of a parent / teacher conference within a one week timeframe.
2. Also at Back to School Nights in September, elementary faculty will notify parents and guardians of the scheduling for parent / teacher conferences on the designated day in November for families of students who are not making adequate educational and / or social progress. Faculty will accommodate all parent requests for a conference.
3. Teachers have a professional obligation for, and will take initiative in, scheduling conferences regarding students who are not making adequate progress. When necessary to do so, teachers are encouraged to schedule conferences at times that accommodate the needs of working families.

This agreement is understood to be a Side Letter to the current Collective Bargaining Agreement between the District and the Federation for the school years listed above. Any disputes concerning the interpretation or application or alleged violation of the Agreement will be subject to Article 6 of the current Collective Bargaining Agreement, including final binding arbitration.

Dated: 6-5-17



Kris Munro, Superintendent, SCCS



Barry Kirschen, President, GSCFT

Comprehensive Elementary Sites -Restructured Wednesdays

**Tentative Agreement
Side Letter of Agreement for 2019-2020
Comprehensive Elementary Sites- Restructured Wednesdays**

1. Grade level meetings:

- will occur at each site on a consistent basis (3rd Wednesday, October- May) where all grade level teachers including certificated site staff will participate on site.
- site administration can submit items for the agenda, may participate in the discussions, and will receive grade level meeting minutes upon request within a week on the meeting held.
- The District will make every effort to avoid scheduling other district meetings or trainings on this third Wednesday. Additionally, other site meetings are to not be scheduled during this time.

2. Professional Development and associated activities:

- as per calendar negotiations, PD will be district led and will occur on the agreed upon 8 Wednesdays.
- the second (2nd) Wednesday (October - May) will include faculty directed collaboration with full faculty participation on site(s). Professional collaborative activities should be based on but not limited to student demographics and site needs. Collaborative activities can be held within and/or across grade levels, cluster groups, etc.
- the remaining Wednesdays of the month could include faculty directed meetings of all grade levels and departments. When these aforementioned meetings are not scheduled, faculty shall use this time on site for classroom planning and preparation. The use of this time for professional development or other proposes will only take place with consensus of all staff. When consensus is achieved, site certificated staff and site administration shall implement a process of shared leadership in creating agendas for grade level and department meetings that include but are not limited to instructional priorities.

If SCCS is notified that the elementary LEA has been designated Program Improvement, it is understood that the Restructured Wednesdays Side Letter Agreement will remain intact. Upon immediate receipt of such notification, i.e. PI notification, it is agreed that the GSCFT and the District will return to the table to discuss any and all ramifications of this notification including but not limited to the instructional day, instructional minutes, and any education program change required.

This Agreement is understood to be a Side Letter to the current Collective Bargaining Agreement between the District and the Federation for the 2019 – 2020 school years. Any disputes concerning the interpretation or application or alleged violation of the Agreement will be subject to Article 6 of the current Collective Bargaining Agreement, including final binding arbitration.


Kris Munro, Superintendent, or Designee


Casey Carlson, Federation President

Comprehensive Elementary Sites -Second Faculty Meeting

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Cuyoc

MP
Muller
Sant

Side Letter of Agreement for 2018-2019 and 2019-2020
Second Faculty Meeting for Comprehensive Elementary Schools

This Side Letter of Agreement to **Article 10, Section F, Hours of Employment** is entered into between the Greater Santa Cruz Federation of Teachers AFT 2030 and the Santa Cruz City Schools for implementation at the comprehensive elementary school campuses for the 2018-2019 and 2019-2020 school year. (Gault, Delaveaga, Bay View, Westlake)

1. The administration shall schedule two faculty meetings per month. The first meeting scheduled for 75 minutes and the second meeting scheduled for 60 minutes. These scheduled meetings are in addition to a faculty meeting to be held on a teacher workday prior to the beginning of the school year for 90 minutes.
2. If there is not a 4th Tuesday of the month, this second meeting will not occur. This precludes the scheduling of a 3rd Staff meeting in any month.
3. If the administration deems it unnecessary to meet, the meeting will not be held.
4. While this specific Side Agreement is in place, faculty may opt to drop off students for their Library time, then rejoin the students and librarians for book check out, rather than remaining in the Library for the entire time.
5. This agreement is in effect only as long as there is a parcel tax supporting libraries.
6. This Side Letter replaces the current language in Article V11, Section F, regarding the second (2nd) faculty meeting for elementary school sites for the 2018-19 and 2019-2020 school years.

MOU- Bay View Meetings and Professional Development Schedule

C. Carter

6/23/21

Mally
Patt
6/23/21

MOU for the 2021-22 School Year
Bay View Faculty Meetings and Professional Development Schedule

Due to the change of leadership which precludes the new principal from attending faculty meetings on the 2nd and 4th Tuesdays, for the 2021-22 school year, the Bay View faculty agree to changing the dates of faculty meetings.

The regularly scheduled faculty meeting will occur on the 1st Tuesday, and in the case that a second faculty meeting is scheduled, that will occur on the 3rd Tuesday. The 3rd Tuesday of the month will follow the contract language for scheduling.

Also, due to the change in faculty meeting dates, the faculty agrees to move Professional Development to the second Wednesday of the month.

Side Letter Agreement – Santa Cruz High School Excel and Bell Schedule

Side Letter or Agreement for SCHS Cardinal Connect Bell Schedule for 2021-2022

Subject: Contract modifications for the Excel Schedule at Santa Cruz High School.

In order to bring the Contract in line with the Excel schedule, the following conditions need to be agreed upon:


1. Teachers with a full time 1.0 contract will teach 6 classes per year.
2. The maximum number of students to be taught by any one teacher in one semester is not to exceed 90 students except for Physical Education, Band, and Theater.
3. The class size average shall not exceed 30 students. Physical Education and Performing Arts class sizes shall not exceed an average of 42 students.
4. For each month that a teacher's class size average exceeds 30 (or 42 for PE and performing Arts), teachers will receive per student, per day, excess compensation based upon their salary, Per Contract Article XII Section C
5. Students may only take four class per semester if:
 - a. Student meets the priority list agreed upon by the staff
 - i. 9th graders, RSP, SDC, and/or ELD students
 - ii. Student participation in electives, such as Band, Choir, or AVID
 - iii. Meets student's 4-year plan for college/career readiness
 - b. The class size average, for the specific teacher, does not exceed 30
6. The district will provide SCHS an additional 1.0 FTE, beyond the regular staffing allocation to maintain class size with the Excel schedule
7. The teacher workday for a 1.0 FTE employee will be from 8.00 AM-3.30 PM.
8. Part time employees will be responsible for Cardinal Connect periods that align with the periods that they teach.
 - a. For example, a part time employee who teaches 3rd and 4th period would only have a 3rd and 4th period Cardinal Connect.
9. Each Cardinal Connect period will be rostered with students from each of a teacher's periods (i.e. their 3rd period Cardinal Connect period will be the students from their 3rd period class).
10. A Cardinal Connect period that corresponds to a teacher's prep period will be duty free.
11. Use of Cardinal Connect time:
 - a. Teachers will not be required to prepare or present instruction during Cardinal Connect.
 - b. Prior to the start of the 2021-22 school year, staff will meet in departments and as a whole-staff to determine exact expectations for the Cardinal Connect period
12. This schedule will be evaluated throughout the year and is renewable on an annual basis.


Rotating Cardinal Connect Schedule

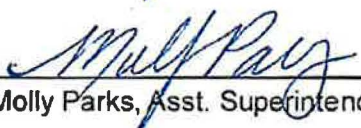
MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
Schedule varies by week (see next page)	1st 8:30-9:50	1st 8:30-9:50	1st 8:30-9:50	1st 8:30-9:50
	1st Cardinal Connect 9:55-10:35	2nd Cardinal Connect 9:55-10:35	2nd 10:05-11:25	2nd 10:05-11:25
	2nd 10:50-12:10	2nd 10:50-12:10	Lunch 11:25-11:55	Lunch 11:25-11:55
	Lunch 12:10-12:40	Lunch 12:10-12:40	3rd 12:00-1:20	3rd 12:00-1:20
	3rd 12:45-2:05	3rd 12:45-2:05	3rd Cardinal Connect 1:25-2:05	4th Cardinal Connect 1:25-2:05
	4th 2:10-3:30	4th 2:10-3:30	4th 2:10-3:30	4th 2:10-3:30

Regular Day Schedule (15 Mondays)			
	Time	Minutes	Countable Minutes
0	7:40 - 8:20	40	0
passing	8:20 - 8:30	10	0
1st	8:30 - 10:00	90	90
break	10:00 - 10:10	10	0
passing	10:10 - 10:15	5	5
2nd	10:15 - 11:50	90	90
lunch	11:50 - 12:20	30	0
passing	12:20 - 12:25	5	5
3rd	12:25 - 1:55	90	90
passing	1:55 - 2:00	5	5
4th	2:00 - 3:30	90	90
			375

Minimum Day Schedule (18 Mondays)			
	Time	Minutes	Countable Minutes
0 period	7:40 - 8:20	40	0
passing	8:20 - 8:30	10	0
1st	8:30 - 9:21	51	51
passing	9:21 - 9:31	10	5
2nd	9:31 - 10:22	51	51
passing	10:22 - 10:27	5	5
break	10:27 - 10:37	10	0
3rd	10:37 - 11:28	51	51
passing	11:28 - 11:38	10	10
4th	11:38 - 12:29	51	51
			224


 Casey Carlson, President, GSCFT

 7/1/21
 Date


 Molly Parks, Asst. Superintendent, Santa Cruz City Schools

6/23/21
 Date

Side Letter Agreement – Harbor High School Bell Schedule

C Carlson
6/23/21

Harbor High School Bell Schedule

Option 1: C day with A/B (66,630 min; over 1830)

Minimum required min: 64,800; 1000 minutes = 16.6 hours or 2.76 days

Mally Pally
6/23/21

2020-2021

Current schedule minutes: 65,785 w/ zero period (55,490 w/out zero period)

Instructional day minutes, block: 355

Instructional day minutes, C day: 320

A-Days 365 instructional minutes

Period/ Período	Time/ Hora	
A1	8:30-10:05	95
Break	10:05-10:15	10
A2	10:20-11:50	90
Lunch	11:50-12:20	30
A3	12:25-1:55	90
passing	1:55-2:05	10
A4	2:05-3:35	90

B-Days 365 instructional minutes

Period/ Período	Time/ Hora	
B1	8:30-10:05	95
Break	10:05-10:15	10
B2	10:20-11:50	90
Lunch	11:50-12:20	30
B3	12:25-1:55	90
passing	1:55-2:05	10
B4	2:05-3:35	90

**C-Days--Monday 320 instructional minutes
(40 minute classes)**

Period/Período	Time/Hora
A1	8:30-9:10
Passing/ Cambio de clase	9:10-9:15
A2	9:15-9:55
Passing/ Cambio de clase	9:55-10:00
A3	10:00-10:40
Break/Receso	10:40-10:55
A4	11:00-11:40
Passing/ Cambio de clase	11:40-11:45
B1	11:45-12:25
Lunch/Almuerzo	12:25-12:55
B2	1:00-1:40
Passing/ Cambio de clase	1:40-1:45
B3	1:45-2:25
Passing	2:25-2:30
B4	2:30-3:10

Side Letter Of Agreement For Soquel High School Schedule 2021-2022

Collaboration Schedule

P.C. 6/23/21
Mary Pary 6/23/21

This side letter of agreement is entered into between the Greater Santa Cruz Federation of Teachers AFT 2030 (Federation) and the Santa Cruz City Schools for implementation of the attached Soquel High School Collaboration Schedule for the 2021-2022 school year.

This agreement is for the 2021-2022 school year and terms apply to any scheduled vote occurring after this agreement is signed

1. Faculty meetings shall be scheduled on Collaboration "C days" as indicated on the A, B, C day collaboration calendar, instead of after school.
2. The agenda for Professional Learning Community (PLC) meetings shall be set by departments in collaboration with SCIL leaders and work will be consistent with district goals and metrics and with the Single Plan for Student Achievement and WASC Action Plan.
3. PLC meetings will be scheduled on Collaboration "C days" from 3:10-4:00pm when there is no Staff Meeting being held.
4. For clarification purposes, this agreement will not alter the number of contractual minutes certificated staff are required to work nor will it change the number of total days.
5. This agreement is renewable in one (1) year beginning after any scheduled vote that takes place in the 2020-2021 school year. Adjustments or renewal shall be dependent upon a supermajority vote of 67% or greater among GSCFT membership who choose to vote.
6. This agreement is understood to be a Side Letter to the traditional schedule in the Collective Bargaining Agreement between the District and the Federation from the 2020-2021 school year through the 2021-2022 school year. Any disputes concerning the interpretation, application, or alleged violation of the agreement will be subject to Article 6 of the current Collective Bargaining Agreement, including final binding arbitration.

2021-2022 Proposed Bell Schedule

C Day (Mon)

Period Time

0 period 8:30 - 9:20 50 min
A1 9:25 - 10:10 45 min
B1 10:15 - 11:00 45 min

Break 11:00 - 11:10
A2 11:15 - 12:00 45 min
B2 12:05 - 12:50 45 min
Lunch 12:50 - 1:20
A3 1:25 - 2:10 45 min
B3 2:15 - 3:00 45 min

A Day (Tue & Thur)

Period Time
0 period 8:30 - 9:20 50 min
A1 9:25 - 11:05 100 min
Break 11:05 - 11:20
A2 11:25 - 1:05 100 min
Lunch 1:05 - 1:35
A3 1:40 - 3:20 100 min

B Day (Wed & Fri)

Period Time
0 period 8:30 - 9:20 50 min
B1 9:25 - 11:05 100 min
Break 11:05 - 11:20
B2 11:25 - 1:05 100 min
Lunch 1:05 - 1:35
B3 1:40 - 3:20 100 min

Side Letter Agreement – Mission Hill Middle School Bell Schedule

C. Carlson
6/23/21

Maly
Parker
6/23/21

Mission Hill Middle School Read Period Ballot

Only certificated GSCFT members may vote. Please be sure that your name gets checked off the printed roster as you drop your ballot into the ballot box.

Yes, I support the plan to create a stand-alone section for Mission Hill Read and authorize my union to sign the Side Letter Agreement between the GSCFT and the District.

No, I do not support the stand-alone Read schedule.

Mission Hill Middle School Read Period Ballot

Only certificated GSCFT members may vote. Please be sure that your name gets checked off the printed roster as you drop your ballot into the ballot box.

Yes, I support the plan to create a stand-alone section for Mission Hill Read and authorize my union to sign the Side Letter Agreement between the GSCFT and the District.

No, I do not support the stand-alone Read schedule.

Mission Hill Middle School Read Period Ballot

Only certificated GSCFT members may vote. Please be sure that your name gets checked off the printed roster as you drop your ballot into the ballot box.

Yes, I support the plan to create a stand-alone section for Mission Hill Read and authorize my union to sign the Side Letter Agreement between the GSCFT and the District.

No, I do not support the stand-alone Read schedule.

SIDE LETTER OF AGREEMENT

Regarding 2021-22 Mission Hill Middle School Read Period

Time	Monday	Tuesday	Wednesday	Thursday	Friday
7:45-8:20	0 Period	0 Period	0 Period	0 Period	0 Period
8:30-10:11	1st Period	2nd Period		1st Period	2nd Period
10:11-10:26	Brunch	Brunch	Minimum Day	Brunch	Brunch
10:30-12:06	3rd Period	4th Period		3rd Period	4th Period
12:06-12:41	Lunch	Lunch		Lunch	Lunch
12:45-1:15	READ/PLUS	READ/PLUS		READ/PLUS	READ/PLUS
1:19-2:55	5th Period	6th Period		5th Period	6th Period

Minimum Day	
8:30-9:12	1st Period
9:16-9:58	2nd Period
10:02-10:44	3 Period
10:44-11:04	Brunch
11:08-11:50	4th Period
11:54-12:36	5th Period
12:40-1:22	6th Period

Side Letter Agreement – LCFF and Class Size Reduction

SIDE LETTER OF AGREEMENT
Regarding LCFF and Class Size Reduction
Beginning March 24, 2015

This side letter of agreement is entered into between the Greater Santa Cruz Federation of Teachers AFT Local 2030 (Federation) and the Santa Cruz City Schools District (District) effective July 1, 2014

1. The District and Federation agree to the "collectively bargained alternative class size ratio" listed below for the Local Control Funding Formula Class Size Reduction (CSR) program.
2. For Monarch Community School only, commencing on July 1, 2014, the parties agree that if a combination class includes one grade 3 level combined with grades 4 and 5, maximum class size shall be 30:1.
3. The calculation of the school site average ratio of students to teachers shall be calculated as required by the California Department of Education (CDE) or similar state agencies.
4. If the state guidelines are modified or interpreted in a manner that causes the District to incur a CSR penalty, then the parties agree to meet and renegotiate this side letter of understanding.
5. This side letter of agreement shall remain in effect unless renegotiated by the parties or until the State of California no longer provides full LCFF/CSR funding.
6. This Agreement is understood to be the Side Letter of the current Collective Bargaining Agreement between the District and the Federation beginning the school year 2014-15. Any disputes concerning the interpretation, application or alleged violation of the Agreement will be subject to Article 6 of the current Collective Bargaining Agreement, including final binding arbitration.



Casey Carlson, President, GSCFT

9/6/18

Date



Kris Munro, Superintendent, SCCS

9/6/18

Date

Appendix B-Certificated Salary Schedules

- Fully Credentialed Teachers

Santa Cruz City Schools
2021-2022 Certificated Salary Schedule
Effective July 1, 2021
Fully-Credentialed Teachers (187 Days)

Step	Column			
	A	BA + 45 B	BA + 60 C	BA + 75 D
1	55,956	56,174	56,391	58,180
2	56,174	56,391	58,051	60,784
3	56,391	57,909	60,626	63,353
4	57,898	60,498	63,215	65,942
5	60,371	63,085	65,816	68,531
6	63,579	65,676	68,405	71,124
7	65,546	68,258	70,993	73,700
8	68,129	70,854	73,576	76,285
9	70,716	73,437	76,158	78,879
10	73,298	76,033	78,742	81,060
11		79,060	81,338	84,066
12			83,929	86,647
13				89,232
17		Plus 16 year career increment of 2,590		91,822
20		Plus 19 year career increment of 2,590		94,412
23		Plus 22 year career increment of 2,590		97,003
26		Plus 25 year career increment of 2,590		99,594
29		Plus 28 year career increment of 2,590		102,184
32		Plus 31 year career increment of 2,590		104,773

- > Career Increment of \$2,590 upon completion of Step 16 and each 3 years thereafter until year 32.
- > Masters Stipend: \$1,220 for 1st Masters \$2,440 for 2nd Masters
- > Doctorate Stipend: \$1,357
- > BCC/BCLAD Stipend: \$680

Effective 7/1/2021 - 2% Salary Increase
 AB 1200 Board Approved on May 5, 2021



 Kris Munro, Superintendent

Appendix B - Certificated Salary Schedules (continued)

- Non-Credentialed Teachers

**Santa Cruz City Schools
2021-2022 Certificated Salary Schedule
Effective July 1, 2021
Non-Credentialed Teachers (187 Days)**

Step	Column			
	A	BA + 45 B	BA + 60 C	BA + 75 D
1	50,019	52,733	55,463	58,180
2	52,603	55,320	58,051	60,784
3	55,190	57,909	60,626	63,353
4	57,898	60,498	63,215	65,942
5	60,371	63,085	65,816	68,531
6	62,957	65,676	68,405	71,124
7	65,546	68,258	70,993	73,700
8	68,129	70,854	73,576	76,285
9	70,716	73,437	76,158	78,879
10	71,163	76,033	78,742	81,060
11		79,060	81,338	84,066
12			83,929	86,647
13				89,232
17				91,822
20				94,412
23				97,003
26				99,594
29				102,184
32				104,773
				Plus 16 year career increment of 2,590
				Plus 19 year career increment of 2,590
				Plus 22 year career increment of 2,590
				Plus 25 year career increment of 2,590
				Plus 28 year career increment of 2,590
				Plus 31 year career increment of 2,590

- > Career Increment of \$2,590 upon completion of Step 16 and each 3 years thereafter until year 32.
- > Masters Stipend: \$1,220 for 1st Masters \$2,440 for 2nd Masters
- > Doctorate Stipend: \$1,357
- > BCC/BCLAD Stipend: \$680

Effective 7/1/2021 - 2% Salary Increase
AB 1200 Board Approved on May 5, 2021


Kris Munro, Superintendent

Appendix B - Certificated Salary Schedules (continued)

- Librarians

**Santa Cruz City Schools
2021-2022 Certificated Salary Schedule
Effective July 1, 2021
Librarians (192 Days)**

Step	Column			
	A	BA + 45 B	BA + 60 C	BA + 75 D
1	57,442	57,669	57,891	59,728
2	57,669	57,891	59,598	62,396
3	57,891	59,451	62,236	65,037
4	59,437	62,105	64,899	67,691
5	61,971	64,760	67,566	70,353
6	65,272	67,422	70,220	73,015
7	67,283	70,070	72,883	75,656
8	69,941	72,736	75,535	78,317
9	72,592	75,390	78,183	80,974
10	75,248	78,053	80,834	83,216
11		81,162	83,500	86,300
12			86,160	88,947
13				91,605
17	Plus 16 year career increment of 2,660			94,265
20	Plus 19 year career increment of 2,660			96,924
23	Plus 22 year career increment of 2,660			99,585
26	Plus 25 year career increment of 2,660			102,244
29	Plus 28 year career increment of 2,660			104,905
32	Plus 31 year career increment of 2,660			107,564

- > Career Increment of \$2,660 upon completion of Step 16 and each 3 years thereafter until year 32.
- > Masters Stipend: \$1,220 for 1st Masters \$2,440 for 2nd Masters
- > Doctorate Stipend: \$1,357
- > BCC/BCLAD Stipend: \$680

Effective 7/1/2021 - 2% Salary Increase
AB 1200 Board Approved on May 5, 2021


Kris Munro, Superintendent

Appendix B - Certificated Salary Schedules (continued)

- Counselors, SOCIAL WORKERS & High school Athletic Directors

**Santa Cruz City Schools
2021-2022 Certificated Salary Schedule
Effective July 1, 2021
Counselors, Social Workers & High School Athletic Directors (202 Days)**

Column				
	A	BA + 45 B	BA + 60 C	BA + 75 D
Step 1	60,420	60,655	60,891	62,827
2	60,655	60,891	62,686	65,632
3	60,891	62,533	65,464	68,406
4	62,517	65,325	68,262	71,204
5	65,186	68,117	71,064	74,001
6	68,651	70,916	73,860	76,798
7	70,775	73,703	76,660	79,578
8	73,562	76,506	79,447	82,372
9	76,358	79,298	82,234	85,174
10	79,150	82,100	85,024	87,530
11		85,368	87,827	90,774
12			90,628	93,561
13				96,348
17	Plus 16 year career increment of 2,799			99,147
20	Plus 19 year career increment of 2,799			101,945
23	Plus 22 year career increment of 2,799			104,743
26	Plus 25 year career increment of 2,799			107,540
29	Plus 28 year career increment of 2,799			110,337
32	Plus 31 year career increment of 2,799			113,136

- > Career Increment of \$2,799 upon completion of Step 16 and each 3 years thereafter until year 32.
- > Masters Stipend: \$1,220 for 1st Masters \$2,440 for 2nd Masters
- > Doctorate Stipend: \$1,357
- > BCC/BCLAD Stipend: \$680

Effective 7/1/2021 - 2% Salary Increase
AB 1200 Board Approved on May 5, 2021



Kris Munro, Superintendent

Appendix C - Extra Pay Stipends

Santa Cruz City Schools
2021-2022 Extra Pay For Extra Responsibility Positions
Effective July 1, 2021

	Season	Pay Period	Gross Amt Per 1	Positions Per Site	Total # Positions	Total Amount
HIGH SCHOOL COACHES						
Football, Varsity	Fall	Nov EOM	3,682	1	3	11,047
Basketball, Varsity - Boys	Winter	Feb EOM	3,682	1	3	11,047
Basketball, Varsity - Girls	Winter	Feb EOM	3,682	1	3	11,047
Volleyball, Varsity - Boys	Fall	Nov EOM	3,097	1	3	9,290
Volleyball, Varsity - Girls	Fall	Nov EOM	3,097	1	3	9,290
Varsity Water Polo - Boys	Fall	Nov EOM	3,097	1	3	9,290
Soccer, Varsity - Boys	Winter	Feb EOM	3,097	1	3	9,290
Soccer, Varsity - Girls	Winter	Feb EOM	3,097	1	3	9,290
Wrestling	Winter	Feb EOM	3,097	1	3	9,290
Varsity Water Polo - Girls	Fall	Nov EOM	3,097	1	3	9,290
Baseball, Varsity	Spring	May EOM	3,097	1	3	9,290
Lacrosse, Varsity - Boys	Spring	May EOM	3,097	1	3	9,290
Lacrosse, Varsity - Girls	Spring	May EOM	3,097	1	3	9,290
Softball, Varsity	Spring	May EOM	3,097	1	3	9,290
Swimming, Varsity - Boys	Spring	May EOM	3,097	1	3	9,290
Swimming, Varsity - Girls	Spring	May EOM	3,097	1	3	9,290
Track, Varsity - Boys	Spring	May EOM	3,097	1	3	9,290
Track, Varsity - Girls	Spring	May EOM	3,097	1	3	9,290
Football, Asst. Varsity	Fall	Nov EOM	2,517	2	6	15,104
Football, Freshman	Fall	Nov EOM	2,517	1	3	7,552
Football, JV	Fall	Nov EOM	2,517	1	3	7,552
JV Volleyball - Boys	Fall	Nov EOM	2,517	1	3	7,552
JV Volleyball - Girls	Fall	Nov EOM	2,517	1	3	7,552
Water Polo, JV - Boys	Fall	Nov EOM	2,517	1	3	7,552
Water Polo, JV - Girls	Fall	Nov EOM	2,517	1	3	7,552
Baseball, JV	Spring	May EOM	2,517	1	3	7,552
Softball, JV	Spring	May EOM	2,517	1	3	7,552
Basketball, Freshman - Boys	Winter	Feb EOM	2,517	1	3	7,552
Basketball, Freshman - Girls	Winter	Feb EOM	2,517	1	3	7,552
Basketball, JV - Boys	Winter	Feb EOM	2,517	1	3	7,552
Basketball, JV - Girls	Winter	Feb EOM	2,517	1	3	7,552
Soccer, JV - Boys	Winter	Feb EOM	2,517	1	3	7,552
Soccer, JV - Girls	Winter	Feb EOM	2,517	1	3	7,552
Football, JV Asst.	Fall	Nov EOM	2,205	1	3	6,616
Volleyball, Freshman - Girls	Fall	Nov EOM	2,205	1	3	6,616
Swimming, Asst. - Boys	Spring	May EOM	2,205	1	3	6,616
Swimming, Asst. - Girls	Spring	May EOM	2,205	1	3	6,616
Track, Asst. - Boys	Spring	May EOM	2,205	1	3	6,616
Track, Asst. - Girls	Spring	May EOM	2,205	1	3	6,616
Wrestling, Asst.	Winter	Feb EOM	2,205	1	3	6,616
Tennis - Girls	Fall	Nov EOM	2,056	1	3	6,169
Tennis - Boys	Spring	May EOM	2,056	1	3	6,169
Cross Country	Fall	Nov EOM	1,932	1	3	5,796
Golf - Girls	Fall	Nov EOM	1,932	1	3	5,796
Golf - Boys	Spring	May EOM	1,932	1	3	5,796
Tennis, JV - Girls	Fall	Nov EOM	1,803	1	3	5,410
Tennis, JV - Boys	Spring	May EOM	1,803	1	3	5,410
				48	144	380,181

Santa Cruz City Schools
2021-2022 Extra Pay For Extra Responsibility Positions
Effective July 1, 2021

B40 SMALL SCHOOLS		Season					
Volleyball (Costanoa & AFE)	Fall	Nov EOM	1,122	1	2	2,244	
Soccer (Costanoa & AFE)	Spring	May EOM	1,122	1	2	2,244	
Softball (Costanoa & AFE)	Spring	May EOM	1,122	1	2	2,244	
Basketball (Costanoa & AFE)	Winter	Feb EOM	1,122	1	2	2,244	
				4	8	8,976	

HIGH SCHOOL ATHLETIC DIRECTOR	Monthly	536.30	1	3	16,089
TOTAL HIGH SCHOOL COACHES & AD			53	155	405,246

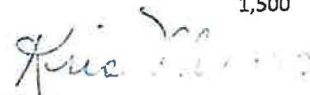
	Season	Pay Period	Gross Amount	Positions Per Site	Total # Positions	Total Amount
MIDDLE SCHOOL COACHES						
Basketball - Girls	Fall	Nov EOM	1,122	3	6	6,732
Basketball - Boys	Winter	Feb EOM	1,122	3	6	6,732
Cross Country	Fall	Nov EOM	1,122	1	2	2,244
Soccer - Boys	Fall	Nov EOM	1,122	2	4	4,488
Soccer - Girls	Winter	Feb EOM	1,122	2	4	4,488
Softball - Girls	Spring	May EOM	1,122	2	4	4,488
Track	Spring	May EOM	1,122	2	4	4,488
Volleyball - Boys	Spring	May EOM	1,122	2	4	4,488
Volleyball - Girls	Spring	May EOM	1,122	3	6	6,732
Wrestling	Spring	May EOM	1,122	2	4	4,488
Golf	Spring	May EOM	1,122	1	2	2,244
Flag Football	Spring	May EOM	1,122	1	2	2,244
			12,342	24	48	51,612

MIDDLE SCHOOL ATHLETIC DIRECTOR	Monthly	762.20	1	2	15,244
TOTAL MIDDLE SCHOOL COACHES & AD			25	50	66,856

	Suppl	Pay Period	Gross Amount	Positions Per Site	Total # Positions	Amount
CO-CURRICULAR						
Activities Director	EWA	Jan & June	3,682	1	3	11,047
Activities Director	EWA	Jan & June	3,682	1	2	7,364
High School Theatre Arts	EWA	Jan & June	2,150	1	3	6,450
Music, Class A	EWA	Jan & June	1,882	1	3	5,646
High School Spirit Advisor	EWA	Jan & June	1,664	1	3	4,991
Music, Class B	EWA	Jan & June	1,197	1	3	3,592
Speech/Mock Trial	EWA	Jan & June	955	1	3	2,864
Academic Decathlon	EWA	Jan & June	955	1	3	2,864
Music Class C - MS	EWA	Jan & June	835	1	3	2,506
Music Class C - HS	EWA	Jan & June	835	1	2	1,671
Middle School Spirit Advisor	EWA	Jan & June	829	1	2	1,659
Middle School Theatre Arts	EWA	Jan & June	755	1	2	1,510
Outdoor Education Programs	EWA	Jan & June	734	3	12	8,813
SUBTOTAL CO-CURRICULAR				15	44	60,977

	Type	All Year	Gross Amount	Positions Per Site	Total # Positions	Amount
STIPENDS						
AVID Site Coordinator	EWA	Stipends	562			562
Leadership Team	EWA	Stipends	562			562
SCIL (SC Instr Leaders)	EWA	Stipends	1,683			1,683
Site Technology Coach	EWA	Stipends	1,345			1,345
Site Testing Coordinator	EWA	Stipends	337			337
WASC Mid Cycle Review Coordinator	EWA	Stipends	1,530			1,500

Effective 7/1/2021 - 2% Salary Increase
 AB 1200 Board Approved on May 5, 2021


 Kris Munro, Superintendent

Appendix D–Pre-Retirement Program



Santa Cruz City Schools Pre-Retirement Program

Qualifications

- 15 years of satisfactory service with Santa Cruz City Schools
- 55 years of age or older by retirement date
- Retirement submitted to Human Resources by January 31st
- Retire from CalSTRS or CalPERS

Option One

- Work 20 days per year (no more than 5 years or until employee turns 65 or whichever comes first)
- Employee must have Service Plan approved by the Assistant Superintendent of Human Resources prior to acceptance in program
- Receive \$5,000.00 salary per year (no more than 5 years or until employee turns 65 or whichever comes first)
- Medical benefits provided by District (at negotiated level) for 5 years, or until employee becomes eligible for Medicare under current law, whichever comes first
- Resignations are due in Human Resources by January 31st

Option Two

- No work and no compensation
- Medical benefits provided by District (at negotiated level) for 5 years, or until employee becomes eligible for Medicare under current law, whichever comes first
- Resignations are due in Human Resources by January 31st

To Consider

- CalSTRS regulations require members to wait six months after their retirement date before returning to any STRS-covered employment (pre-retirement, substituting, limited term projects). If a retired member returns to STRS-covered employment during this period, STRS must reduce the member's retirement benefit by the amount he or she earns, not to exceed the member's annual retirement benefit.
- CalPERS regulations require members to wait 180 days after their retirement date before returning to any PERS-covered employment (pre-retirement, substituting, limited term projects). If a retiree is employed without meeting the 180 day wait period and without an allowable exception, he or she is subject to immediate reinstatement from retirement.
- Employees entering into District pre-retirement may not be hired back as certificated employees of the District.

Appendix E -2021-2022 School Calendars

Elementary School Calendar 2021-2022

2021

July						
S	M	T	W	T	F	S
				1	2	
	5	6	7	8	9	
	12	13	14	15	16	
	19	20	21	22	23	
	26	27	28	29	30	

5- Holiday: Independence Day

August						
S	M	T	W	T	F	S
	2	3	4	5	6	
	9	10	11	12	13	
	16	17	18	19	20	
	23	24	25	26	27	
	30	31				

6- "Professional Development"
9-10 "Teacher Work Days"
11- "First Student Day"

September						
S	M	T	W	T	F	S
			1	2	3	
	6	7	8	9	10	
	13	14	15	16	17	
	20	21	22	23	24	
	27	28	29	30		

6- Holiday: Labor Day

October						
S	M	T	W	T	F	S
					1	
	4	5	6	7	8	
	11	12	13	14	15	
	18	19	20	21	22	
	25	26	27	28	29	

11-12;14-15- "Parent Conference"
Early Release Days

November						
S	M	T	W	T	F	S
	1	2	3	4	5	
	8	9	10	11	12	
	15	16	17	18	19	
	22	23	24	25	26	
	29	30				

1-Teacher Work Day
11- Holiday: Veteran's Day
24 to 28- Holiday: Thanksgiving

December						
S	M	T	W	T	F	S
			1	2	3	
	6	7	8	9	10	
	13	14	15	16	17	
	20	21	22	23	24	
	27	28	29	30	31	

20 to 31- Holiday: Winter Break

2022

January						
S	M	T	W	T	F	S
	3	4	5	6	7	
	10	11	12	13	14	
	17	18	19	20	21	
	24	25	26	27	28	
	31					

3- Holiday: New Year's Day
4- "Professional Development"
5- Back to school
17- Holiday M.L King Jr. Day

February						
S	M	T	W	T	F	S
		1	2	3	4	
	7	8	9	10	11	
	14	15	16	17	18	
	21	22	23	24	25	
	28					

18 - Holiday: Lincoln's B'day
21 - Holiday: President's B'day

March						
S	M	T	W	T	F	S
			1	2	3	
	7	8	9	10	11	
	14	15	16	17	18	
	21	22	23	24	25	
	28	29	30	31		

April						
S	M	T	W	T	F	S
					1	
	4	5	6	7	8	
	11	12	13	14	15	
	18	19	20	21	22	
	25	26	27	28	29	

4 to 8- Spring Break

May						
S	M	T	W	T	F	S
	2	3	4	5	6	
	9	10	11	12	13	
	16	17	18	19	20	
	23	24	25	26	27	
	30	31				

26- Last Student Day
27- "Teacher Work Day"
30- Holiday: Memorial Day

June						
S	M	T	W	T	F	S
			1	2	3	
	6	7	8	9	10	
	13	14	15	16	17	
	20	21	22	23	24	
	27	28	29	30		

Key

- = Legal/Local Holiday/Breaks
- = First/Last Day of school
- = Teacher Work Day
- = Parent Conference Day
- = Professional Development

180 =Student Days

Board Approved on March 10, 2021
Final Board Approval on May 5, 2021

Secondary School Calendar 2021-2022

2021

July						
S	M	T	W	T	F	S
				1	2	
	5	6	7	8	9	
	12	13	14	15	16	
	19	20	21	22	23	
	26	27	28	29	30	

5- Holiday: Independence Day

August

August						
S	M	T	W	T	F	S
	2	3	4	5	6	
	9	10	11	12	13	
	16	17	18	19	20	
	23	24	25	26	27	
	30	31				

6- "Prof. Development Day"
9-10 "Teacher Work Days"
11- "First Student Day"

September

September						
S	M	T	W	T	F	S
			1	2	3	
	6	7	8	9	10	
	13	14	15	16	17	
	20	21	22	23	24	
	27	28	29	30		

6- Holiday: Labor Day

October

October						
S	M	T	W	T	F	S
					1	
	4	5	6	7	8	
	11	12	13	14	15	
	18	19	20	21	22	
	25	26	27	28	29	

November

November						
S	M	T	W	T	F	S
	1	2	3	4	5	
	8	9	10	11	12	
	15	16	17	18	19	
	22	23	24	25	26	
	29	30				

11- Holiday: Veteran's Day
24 to 28- Holiday: Thanksgiving

December

December						
S	M	T	W	T	F	S
			1	2	3	
	6	7	8	9	10	
	13	14	15	16	17	
	20	21	22	23	24	
	27	28	29	30	31	

17-End of First Semester
20 to 31- Holiday: Winter Break

2022

January						
S	M	T	W	T	F	S
	3	4	5	6	7	
	10	11	12	13	14	
	17	18	19	20	21	
	24	25	26	27	28	
	31					

3- Holiday: New Year's Day
4-5 "Prof. Development Day"
6 - "Teacher Work Day"
7- Back to school
17- Holiday M.L King Jr. Day

February

February						
S	M	T	W	T	F	S
	1	2	3	4		
	7	8	9	10	11	
	14	15	16	17	18	
	21	22	23	24	25	
	28					

18 - Holiday: Lincoln's B'day
21 - Holiday: President's B'day

March

March						
S	M	T	W	T	F	S
			1	2	3	4
	7	8	9	10	11	
	14	15	16	17	18	
	21	22	23	24	25	
	28	29	30	31		

April

April						
S	M	T	W	T	F	S
					1	
	4	5	6	7	8	
	11	12	13	14	15	
	18	19	20	21	22	
	25	26	27	28	29	

4 to 8- Spring Break

May

May						
S	M	T	W	T	F	S
	2	3	4	5	6	
	9	10	11	12	13	
	16	17	18	19	20	
	23	24	25	26	27	
	30	31				

26- Last Student Day
27- "Teacher Work Day"
30- Holiday: Memorial Day

June

June						
S	M	T	W	T	F	S
			1	2	3	
	6	7	8	9	10	
	13	14	15	16	17	
	20	21	22	23	24	
	27	28	29	30		

180 =Student Days

Key

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Appendix F - Certificated Benefits Table



SANTA CRUZ CITY SCHOOLS CERTIFICATED EMPLOYEE MONTHLY MEDICAL BENEFITS COST TABLE EFFECTIVE 10/01/2021 - 9/30/2022

CERTIFICATED MEDICAL PLANS

	SUTTER HEALTH PLUS HMO \$30-20%	SUTTER HEALTH PLUS HMO \$40-40%	KAISER HMO \$30-0
	PLAN ID: HMOSHPH	PLAN ID: HMOSHPL	PLAN ID: HMOK
Individual/Family Deductibles	\$0	\$0	\$0
Out of Pocket Maximum (Combined Medical and Rx)	\$2,000/\$4,000	\$3,000/\$6,000	\$1,500/\$3,000
Office Visit Co-Pay	20% Deductible	20% Deductible	n/a
Prescription Drug Plans	\$30	\$40	\$30
Network	\$10/\$30 RX,	\$10/\$30 RX,	\$10/\$30 RX,
	Full Network	Full Network	KAISER ONLY

Monthly Premium	
SINGLE	\$753.66
2-PARTY	\$1,469.41
FAMILY	\$2,064.60

Monthly Premium	
SINGLE	\$729.17
2-PARTY	\$1,421.69
FAMILY	\$1,997.55

Monthly Premium	
SINGLE	\$803.59
2-PARTY	\$1,607.19
FAMILY	\$2,274.18

FULL TIME EMPLOYEE (0.8750-1.0 FTE)

MONTHLY CONTRIBUTION

SINGLE (EMPLOYEE ONLY)

TWO PARTY (EMPLOYEE + ONE)

FAMILY (EMPLOYEE + TWO OR MORE)

Employer	Employee
\$474.83	\$278.83
\$922.78	\$546.63
\$1,295.32	\$769.28

Employer	Employee
\$479.30	\$249.87
\$932.33	\$489.36
\$1,309.66	\$687.89

Employer	Employee
\$424.12	\$379.47
\$843.63	\$763.56
\$1,196.53	\$1,077.65

PART TIME EMPLOYEE (0.5-0.8125 FTE)

MONTHLY CONTRIBUTION

SINGLE (EMPLOYEE ONLY)

TWO PARTY (EMPLOYEE + ONE)

FAMILY (EMPLOYEE + TWO OR MORE)

Employer	Employee
\$474.83	\$278.83
\$871.93	\$597.48
\$1,223.82	\$840.78

Employer	Employee
\$479.30	\$249.87
\$884.66	\$537.03
\$1,242.53	\$755.02

Employer	Employee
\$424.12	\$379.47
\$794.39	\$812.80
\$1,127.34	\$1,146.84

CERTIFICATED BENEFITS	Monthly Premium
DENTAL INCENTIVE PPO	\$121.40
DELTA DENTAL UNLIMITED PPO	\$130.90
CERTIFICATED - VSP	\$17.00
LIFE INSURANCE	\$4.46
MONTHLY DISTRICT CONTRIBUTIONS	\$273.76

The employee's share costs are negotiated annually by your union and therefore are subject to change. Your cost will be deducted from your payroll check in 10 equal installments starting in October. As the withdraw will be done in 10 installments, the monthly cost will be higher than the amount stated in the table.

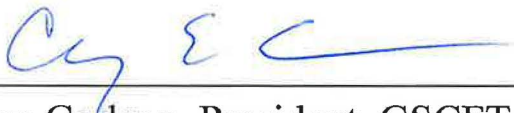
Collective Bargaining Agreement Between

Santa Cruz City Schools And

Greater Santa Cruz Federation of Teachers K-12

July 1, 2020- June 30, 2023

(Updated 07/01/2021)



Casey Carlson, President, GSCFT



Date



Kris Munro, Superintendent, SCCS



Date