

SUCCESSOR AGREEMENT

between

SANTEE SCHOOL DISTRICT

and

SANTEE TEACHERS ASSOCIATION

2020-2021

2021-2022

2022-2023

Term of agreement ends June 30, 2023

Exclusive Bargaining Agent

for the

Certificated Non-Management Employees

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ARTICLE I
AGREEMENT

This Agreement is entered into between the Board of Education of the Santee School District, hereinafter referred to as the "District," and the Santee Teachers/California Teachers/National Education Association, hereinafter referred to as the "Association."

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9/83-SSD/STA

ARTICLE II
RECOGNITION

The Board recognizes the Association as the sole and exclusive bargaining agent for those employees occupying positions listed in the Board's Resolution attached hereto and incorporated by reference as a part of this Agreement (See Appendix section). The Association, in turn, recognizes the Board as the duly elected representative of the people and agrees to negotiate exclusively with the Board's negotiating team through the provisions of the Rodda Act, SB 160, Chapter 10.7, Section 3540-3549 of the Government Code. The Association further agrees that it, its members and agents, shall not attempt to negotiate privately or individually with any Board member or management team member.

A. Definitions

1. Workday: When referring to workday in the Agreement, it is meant any day the District Office is open.
2. Employee: When referring to employee(s) in this Agreement, it is meant any non-management certificated worker of the District who is covered in the petition for recognition (January 20, 1987).

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9/83-SSD/STA

ARTICLE III
EMPLOYEE RIGHTS

A. General Provisions

The District and the Association recognize the right of employees to form, join and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form, join and participate in employee organization activities. Neither the District nor Association will illegally discriminate against any employee for any reason.

B. Personnel Files

A personnel file for each unit member shall be maintained at the District's central administration office. A unit member shall have the right to examine and/or obtain copies of any material from his/her personnel file with the exception of material that includes ratings, reports, or records which: (1) were obtained prior to the employment of the person involved, (2) were prepared by identifiable examination committee members, or (3) were obtained in connection with a promotional examination.

C. Placement of Derogatory Material in Personnel Files

1. Documentation/written materials which are not contained in the unit member's personnel file may not be used for adverse action against the unit member.
2. A written reprimand, negative memorandum or letter shall not be placed in an employee's personnel file unless the employee has been given verbal notice regarding such subject and an opportunity to correct the situation. Such requirement shall not be applicable to those instances of a serious nature. Any such material to be placed in the file shall be timely with the incident giving rise to the material. Derogatory material will be limited to information seen and/or documented by management.
3. Information of a derogatory nature shall not be placed in the personnel file until and unless the employee is given the opportunity to comment thereon, and to attach a written statement. Upon request, up to one (1) hour of release time can be used for this purpose. The unit member shall be given a copy of the material.
4. The unit member shall have the opportunity to acknowledge that he/she has read such material by signing and dating the original, with the understanding that his/her signature signifies only that the material has been read and does not necessarily indicate agreement with its contents. Bargaining unit member review of such derogatory material will take place at a conference scheduled by the immediate administrative supervisor or designee, and the bargaining unit member may elect to be accompanied by an Association representative. Persons who cause material, other than materials in the three (3) categories

1 listed above in Section B, to be placed in a unit member's personnel file, shall
2 sign and date the material.

3 D. Employee Review of Personnel File

4 In order for an employee to review his/her personnel file, he/she shall observe the
5 following procedure:

6 1. Make an appointment with the Administrator for Human Resources, or
7 Administrative Secretary, Human Resources, at a time when the employee is
8 not involved in the instruction of students.

9 2. After reviewing the personnel file, an employee has the due process right to
10 attach statements to any derogatory information in the file. The employee can
11 make another appointment, during his/her working hours, to prepare a
12 statement in response to derogatory material without loss of salary. Up to one
13 (1) hour of release time can be utilized for this purpose.

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15 10/85-SSD/STA

16 10/19-SSD/STA

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1 **ARTICLE IV**

2 **BOARD AND MANAGEMENT RIGHTS**

3 A. Description Rights

4 The Board, on its own behalf and on behalf of the electors of the District, hereby retains
5 and reserves unto itself, without limitation, all powers, rights, authority, duties and
6 responsibilities conferred upon and vested in it by the laws and the Constitution of the
7 State of California, and of the United States, including, but without limiting the generality
8 of the foregoing, the right:

- 9 1. To direct the executive management organization and administrative control of
10 the District and its properties and facilities, and the activities of its employees.
- 11 2. To direct the work of its employees, determine the time and hours of operation,
12 determine the kinds and levels of services to be provided, and the methods and
13 means of providing those services, including entering into contracts with private
14 vendors for services.
- 15 3. To hire all employees, and, subject to the provisions of the law, to determine
16 their qualifications and the conditions for their continued employment, discipline,
17 dismissal or demotion; and to promote, assign, and transfer all such employees.
- 18 4. To establish educational policies, goals and objectives; to insure rights and
19 educational opportunities of students; to determine staffing patterns; and to
20 determine the number and kinds of personnel required in order to maintain the
21 efficiency of District operations.
- 22 5. To build, move and modify facilities; establish budget procedures and determine
23 budgetary allocation; determine the methods of raising revenue; and take action
24 on any matter in the event of an emergency.

25 B. Exercising Rights

26 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the
27 Board, adoption of policies, rules, regulations and practices in furtherance thereof, and
28 the use of judgment and discretion in connection therewith shall be limited only by the
29 specific and express terms of this Agreement, and then only to the extent such specific
30 and express terms hereof are in conformance with the Constitution and laws of the State
31 of California and the Constitution and laws of the United States.

32 C. In Cases of Emergency

33 The District retains its right to amend, modify or rescind policies and practices referred
34 to in this Agreement in case of emergency. The determination of whether or not an
35 emergency exists is solely within the discretion of the Board. An emergency is defined
36 as an event that threatens life, property or the essential physical operation of the Santee
37 School District. Santee School District shall notify the President of the Association or
38 one of the Executive Board officers immediately upon declaration of an emergency.

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2 9/83-SSD/STA

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ARTICLE V
ASSOCIATION RIGHTS

A. Use of District Facilities

The Association shall have the right to use the District's facilities and buildings at times other than normal working hours and hours of student instruction as long as the Association submits the appropriate Use of a Facility form to the immediate supervisor of the facility building. The Association shall have the right to use District equipment as long as such use is in accordance with District procedures. The use of such equipment must not interfere with normal student instruction or work production of the District. The Association shall pay for the cost of all materials and supplies incident to each use.

B. Use of District Internal Mail System

The Association shall have the reasonable use of the District internal mail system including email and voice mail to distribute materials which emanate from the Association office for communication to its unit members provided that such materials include the name of the Association and date, distribution of District materials shall have priority over distribution of organizational materials and shall be subject to the workload of the District mail delivery service, the Association is responsible for the content of all information sent in the District system, and a copy of the communication to be placed in employee mailboxes shall be provided to the Superintendent or designee. This last requirement shall also apply to material intended for bargaining unit-wide distribution via email and voice mail. This use of the mail system will not impede the smooth operation of the District.

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12/04-SSD/STA

C. Right to Post Notices on Bulletin Boards

The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards, at least one (1) of which shall be provided in each school building in areas frequented by employees.

D. Transaction of Association Business

Authorized representatives of the Association shall be permitted to transact official Association business on school property at times other than normal working hours or when employees are performing assigned duties.

1. Upon request, the Association shall provide the District with the names of authorized representatives.
2. Association representatives shall report to the principal or his/her designee upon initial entrance on site to provide identification.

1 E. Board Agenda

2 The Association shall have the right to be placed on the Board meeting agenda if the
3 Association submits a written request prior to the Tuesday preceding the scheduled
4 Board meeting.

5 F. Directory Information

6 The names, addresses, and telephone numbers of all consenting employees shall be
7 provided without cost to the Association no later than October 15 of each school year.

8 G. Release Time for Association Business

9 1. Up to twenty (20) days of paid leave per year shall be granted to the Association
10 President or designee for the purpose of Association business. Requests for
11 release time shall be initiated by the Association President and directed to the
12 Administrator for Human Resources, at least twenty-four (24) hours prior to the
13 requested release time. This requirement of twenty-four (24) hours advance
14 notice may be waived by the Administrator for Human Resources, to
15 accommodate unanticipated events requiring more immediate attention. The
16 request shall be considered as granted upon approval by the Administrator for
17 Human Resources, contingent upon availability of substitutes. Release time
18 must be taken in increments of no less than one-half (1/2) day per Association
19 representative released, unless the employee being released does not require a
20 substitute. Additional release time may be arranged for through mutual
21 agreement of the Association President and the Administrator for Human
22 Resources. All expenses and costs for substitutes over and above twenty (20)
23 days shall be paid by the Association. Release time under this Agreement shall
24 not be used for any activity which violates this Agreement.

25 2. Release time may be granted to STA members for the purpose of attending
26 CTA/NEA sponsored activities. All expenses and costs for substitutes shall be
27 paid by the Association.

28 H. Release Time for CTA/NEA Sponsored Conferences

29 Employees may be granted release time to attend CTA/NEA sponsored conferences
30 that apply directly to meeting students' educational needs. Approval of an employee's
31 request shall be subject to District conference procedures. All conference expenses and
32 costs for substitutes shall be paid by the Association or the employee.

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34 2/25/93-SSD/STA

35 I. Membership in the Association

36 Membership in the Santee Teachers Association (STA) is not compulsory. Bargaining
37 unit members have the right to join STA, or to not join STA, or to maintain or terminate

1 their membership as they see fit. Neither party shall exert or put pressure on or
2 discriminate against a certificated employee as regards such matters.

3 1. The Association shall have the right to have regular membership dues deducted
4 for employees in the bargaining unit who choose to be members of the
5 Association.

6 2. The District shall deduct, in accordance with the official Association dues
7 schedule provided to the District, regular dues from the wages of all employees
8 who are members of the Association on the date of execution of this Agreement
9 and who have submitted signed dues deduction authorization forms to the
10 District.

11 3. The District shall deduct regular dues, in accordance with the official Association
12 dues schedule, from the wages of all employees who, after the date of this
13 Agreement, become members of the Association and submit signed dues
14 authorization forms to the District.

15 4. As a condition of effectiveness of this article, the Association agrees to
16 indemnify the District contractual attorney fees and save the District, Board of
17 Education, each individual school Board member, and all administrators in the
18 District harmless against any and all claims, demands, costs, lawsuits,
19 judgments, or other forms of liability and direct costs, including all court or state
20 administrative agency costs that may be sustained out of, or by reason of,
21 actions taken by the District for the purpose of complying with this article.

22 J. New Bargaining Unit Member Orientation

23 1. The District shall provide an annual new bargaining unit member orientation for
24 all newly hired bargaining unit members to take place within five (5) business
25 days prior to the first day of classes, except when no new bargaining unit
26 members are commencing employment at the start of a given year. Any
27 bargaining unit member(s) hired after the start of the school year shall be
28 provided an in-person orientation meeting within thirty (30) calendar days from
29 the date of the hire. New bargaining unit members shall be paid their hourly per-
30 diem rate, based on their annual salary, for the duration of these required
31 orientation meetings when orientations occur outside the contract year and/or
32 day.

33 2. The District shall provide written notice of the date, time and location of all
34 bargaining unit member orientation meetings, by certified or electronic mail, to
35 the Association president or designee no later than twenty-one (21) calendar
36 days in advance of the annual orientation meeting(s) or ten (10) working days in
37 advance of other orientation meetings that may occur throughout that year. In
38 the event the District is unable to comply with the stated advance notice, the

1 District shall, at the request of the Association, reschedule the orientation
2 meeting and provide the advance notice. If, however, the District provides proof
3 that there was an urgent need critical to the employer's operations that was not
4 reasonably foreseeable, the Association shall be provided as much notice as
5 possible.

6 3. The Association shall be provided not less than sixty (60) minutes of
7 uninterrupted time to communicate with bargaining unit members at all new
8 bargaining unit member orientation meetings. Such time will not be provided at
9 the end of the agenda unless the Association requests to be placed at the end
10 of the agenda. District administration shall not be present during Association
11 time, unless the Association requests specific administrators remain present.

12 a. The Association is entitled to invite California Teachers Association (CTA)
13 endorsed vendors and CTA staff to the Association portion of new bargaining
14 unit member orientation meetings and will have access to District audio visual
15 equipment for Association presentations.

16 b. The Association shall have District paid release time to attend and participate
17 in new bargaining unit member orientation meetings for up to three bargaining
18 unit members, selected by the Association, if any orientation meeting is held
19 during contractual work hours.

20 K. Not of, and Opportunity to Oppose, Third-Party Requests for Members' Information

21 1. The District shall notify the Association president (or designee) and the
22 impacted unit member(s) of any third-party request for unit members'
23 disciplinary, evaluative, or other personnel record, or contact information within
24 two (2) workdays of receipt of the request. The District will not release the
25 request for seven (7) workdays of receipt of the request so that the Association
26 and impacted unit member(s) have a reasonable opportunity to object to the
27 disclosure of the requested information and/or raise potential concerns before
28 the employer responds to the requester and publicizes the information.

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30 11/87-SSD/STA

31 10/19-SSD/STA

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ARTICLE VI
GRIEVANCE PROCEDURE

A. Definitions

1. Grievance: A "grievance" is a formal, written allegation by a grievant that there has been a violation, misapplication or misunderstanding of the specific provisions of this Agreement. These proceedings shall be kept confidential.
2. Grievant: The Association or a member(s) of the unit filing a grievance is referred to as a "grievant."
3. Multiple Grievances: "Multiple grievances" shall mean a number of grievances filed on the same issue, arising from the same set of circumstances. In the event multiple grievances are filed, the District may elect to hear only the first (1st) written grievance filed, and the decision rendered shall be applicable to all grievances on the same issue, arising from the same set of circumstances. Any employee whose grievance has been processed as a "multiple grievance" may appeal the decision to the next level, up to Level III. The Association will determine whether the matter will be appealed to Level IV.
4. A Party in Interest: A "party in interest" is (1) a person or persons filing the grievance, or (2) a person who might be required to take action or against whom action might be taken in order to resolve the grievance.
5. Working Day: A "working day" is any day on which the central administrative offices of Santee School District are open for business. The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time specified, however, may be extended or reduced by written mutual consent.
6. Representative: A "representative" is a person who represents a party in interest at his/her election. A representative may be a unit member, administrator, Association representative, or legal counsel.
7. Individual Grievances: Any member of the unit may at any time present grievances to the employer and have the grievances adjusted without the intervention of the Association as long as the adjustment is not inconsistent with the terms of this Agreement; provided that the District shall not agree to the adjustment or resolution of the grievance until the Association President or designee has received a copy of the grievance and the proposed resolution and has been given an opportunity to file a written response.
8. Docket Number: A "docket number" shall mean a number assigned to a grievance to facilitate the processing of the grievance.
9. Grievance Form: A "grievance form" shall mean the form attached in the Appendix section. Grievance forms will be available at each work site.

1 B. Informal Level

2 Within twenty (20) days after a grievant knew or by reasonable diligence could have
3 known of the condition upon which the possible grievance is based, the grievant shall
4 initiate a meeting with the party or parties involved. The purpose of the informal level of
5 the grievance process is to establish an avenue for problem-solving. The parties
6 involved shall meet collaboratively in an effort to solve the problem at an informal level
7 and the discussion will include specific areas of the contract violated. The grievant may
8 have a representative present. At least one (1) private meeting between the parties
9 shall take place before proceeding to Level I. If the problem is not solved within 30 days
10 of the initial meeting, the grievant may proceed to Level I. These time lines may be
11 extended upon the mutual agreement of both parties

12 C. Formal Grievance Procedure

13 1. Level I

14 a. The Level I statement will be a clear, concise statement of the
15 grievance, the circumstances on which the grievance is based, a
16 reference to the article and section of the contract violated, the persons
17 involved, the remedy sought, and an outline of actions taken to adjust
18 the grievance. Upon mutual agreement, this level may be waived.

19 b. Within five (5) working days of receipt of the written grievance, the
20 supervisor involved shall meet with the aggrieved and representative(s)
21 in an effort to resolve the matter and shall render a written decision to
22 the grievant within five (5) working days after the Level I meeting.

23 2. Level II

24 Within five (5) working days of the decision at Level I, or in the event there is no
25 written response received within ten (10) working days of presentation of a
26 written grievance at Level I, the grievant may appeal the grievance in writing to
27 the Assistant Superintendent, Human Resources or designee. The written
28 appeal shall be on the appropriate grievance form.

29 a. Within five (5) working days of receiving the written appeal, the
30 Assistant Superintendent, Human Resources, or designee shall hold a
31 hearing to discuss the grievance with the grievant and representatives.

32 b. Within five (5) working days of the hearing, the Assistant
33 Superintendent, Human Resources, or designee shall render a written
34 decision to the grievant.

35 3. Level III

36 If the matter in question is not resolved by the decision rendered at Level II, the
37 grievant may submit a written request for mediation to the Assistant
38 Superintendent, Human Resources.

- 1 a. The request for mediation of the grievance must be made by the
2 grievant within five (5) working days of receipt of the written decision at
3 Level II. The Association shall within three (3) working days submit a
4 written request to the California State Conciliation Service for the
5 services of a mediator. The Association will provide the Administrator for
6 Human Resources, a copy of the request for mediation.
- 7 b. The function of the mediator shall be to assist the parties to achieve a
8 mutually satisfactory resolution of the grievance by means of the
9 mediation process. At the outset of this process, the mediator shall
10 schedule and hold a hearing at which time the parties to the grievance
11 shall submit to the mediator copies of all documents completed in
12 conformance with the requirements at each previous grievance level. If
13 a satisfactory resolution of the grievance is achieved by means of this
14 mediation process, both parties to the grievance shall sign a written
15 statement to that effect.
- 16 c. If there is no resolution at the mediation hearing, the Assistant
17 Superintendent, Human Resources, shall render a written decision
18 within five (5) working days of conclusion of the mediation hearing.
- 19 d. The District and the Association may waive Level III by mutual
20 agreement.

21 4. Level IV

22 If the grievant is not satisfied with the disposition of the grievance at Level III,
23 he/she may request that the Association review the grievance to determine
24 whether the matter should be appealed to Level IV. Within five (5) working days
25 of its receipt, the Association shall notify the Administrator for Human
26 Resources, using the appropriate grievance form, of its decision to submit the
27 grievance to arbitration. Within five (5) working days the Association shall
28 request a list of arbitrators from the California State Conciliation Service.

29 An arbitrator shall be selected by the following procedure: A representative of
30 the Association and the employer's representative shall select the arbitrator from
31 the California State Conciliation Service list by eliminating names until one (1)
32 name remains. The one remaining shall be the arbitrator. Neither party shall
33 refuse to participate in the selection process. The process of striking names
34 shall occur within ten (10) working days of receipt of the list. All grievances
35 reaching the arbitration level shall be numbered consecutively during the current
36 school year. The odd-numbered grievances will give the employer first
37 elimination, even-numbered grievances will give the other party first elimination.
38 Once the arbitrator has been selected, hearings shall commence at the

1 convenience of the arbitrator. The parties shall not be permitted to raise any
2 issue whatsoever unless that issue was raised in the grievance in writing at one
3 of the earlier steps.

4 The arbitrator shall conduct the hearings in accordance with the voluntary
5 arbitration rules of the American Arbitration Association and the provisions of
6 this procedure. The jurisdiction of the arbitrator shall be confined to a
7 determination of the facts and the interpretation of the provisions of the contract.
8 It shall be the function of the arbitrator to make an award, if necessary, which
9 will resolve the grievance. The arbitrator shall be subject to the following
10 limitations:

11 a. The arbitrator shall have no power to add to, alter, subtract from,
12 disregard, change, or modify any terms of this Agreement, District
13 policy, rules, regulations and procedure, or law; but shall determine only
14 whether or not there has been a violation of this Agreement.

15 b. The arbitrator shall have no power to establish or change any salary
16 schedule structure.

17 c. The award of the arbitrator shall be based solely upon the evidence and
18 arguments presented to him/her in the presence of the parties, and
19 upon post-hearing briefs of the parties.

20 d. The arbitrator shall have no power to change any practice, policy or rule
21 of the District nor to substitute his/her judgment for that of the District as
22 to the reasonableness of any such practice, policy, rule, or any action by
23 the District unless such practice, policy, rule or any action is a violation
24 of this Agreement as complained by the grievant.

25 e. The arbitrator shall have no power to recommend or resolve any of the
26 following:

27 1) The termination, non-renewal or layoff of any employee under
28 provisions of the Education Code.

29 2) Any claim or complaint for which there is another remedial
30 procedure or course established by statute or by regulation
31 having the force of law, including any matter specified in the
32 Education Code unless the other remedial procedures require
33 exhaustion of internal remedies first.

34 f. There shall be no waiver or allegation of waiver of any time limit unless
35 such waiver is in writing.

36 g. If the District claims that a grievance should be dismissed because, for
37 example, it falls outside the scope of the procedure, or was filed or
38 processed in an untimely manner, such a claim shall be raised at Level

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It and be communicated in writing to the Association setting forth the specifics of the District's claims. The District shall, as part of this notification, indicate its intent to have such a claim be heard and ruled upon at the hearing prior to the receipt of evidence on the merits

- h. Within five (5) working days of receipt of the District's claim of arbitrability, the Association shall indicate whether or not it wishes to continue to arbitration by filing a written request to proceed.

Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitration shall be divided equally between the District and the Association. If any party requests a transcript of the proceedings, the cost shall be borne by that party.

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1 **ARTICLE VII**

2 **PROCEDURES FOR EVALUATION**

3 A. Probationary and Permanent Certificated Non-management Employees

4 1. The District management shall evaluate all tenured employees no less than the
5 following schedule:

6 Level 1: Years 1-3 (Probationary and first tenured year) Annually

7 Level 2: Years 5, 7, 9 Every two (2) years

8 Level 3: Years 10 and over Every five (5) years

9 2. Probationary employees shall be evaluated every year.

10 (See Appendix section for Evaluation Timelines and forms)

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13 3. The evaluator shall be the employee's immediate supervisor and/or any other
14 management or supervisory employee who is so designated by the District
15 management.

16 4. Regular school year employees who are scheduled to be evaluated will be so
17 notified by the appropriate management person no later than October 1 of each
18 school year.

19 5. District evaluation guidelines for tenured & probationary certificated non-
20 manage- ment employees shall be used for the purposes of conducting
21 evaluations.

22 6. Except for the procedures outlined above, nothing in this article shall be
23 construed to allow for any interpretation or application of the subjective
24 judgment of an evaluator being subject to Article VI, "Grievance Procedure,"
25 pages 10-14. The sole remedy for such problems shall be those as provided for
26 in the Education Code.

27 B. Temporary Certificated Non-management Employees

28 1. The District management shall evaluate all temporary certificated non-
29 management employees every semester.

30 2. The evaluator shall be the employee's immediate supervisor and/or any other
31 management or supervisory employee who is so designated by the District
32 management.

33 3. The evaluator shall notify the temporary evaluatee of intent to evaluate by
34 October 1 during the first (1st) semester and by March 1 during the second
35 (2nd) semester.

36 4. District evaluation guidelines for temporary certificated non-management
37 employees shall be used in evaluation of certificated non-management
38 temporary employees.

39 5. Except for the procedures outlined above, nothing in this article shall be
40 construed to allow for any interpretation or application of the subjective
41 judgment of an evaluator being subject to Article VI, "Grievance Procedure,"

1 pages 10-14. The sole remedy for such problems shall be those as provided for
2 in the Education Code

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1 **ARTICLE VIII**

2 **PEER ASSISTANCE AND PEER REVIEW (PAR)**

3 The Association and the District are continuously striving to provide the highest possible quality
4 of education. In order for students to succeed in learning, teachers must succeed in teaching.
5 Therefore, the parties agree to cooperate in the design and implementation of programs to
6 improve the quality of instruction through expanded and improved professional development and
7 peer support. Teachers referred to or who volunteer for the program are viewed as valuable
8 professionals who deserve to have the best resources available provided to them in the interest
9 of continually enhancing performance.

10 1. Joint Committee (JC)

- 11 A. The Joint Committee shall consist of five members, the majority of whom shall
12 be certificated teachers who are chosen to serve by the Association. The
13 District shall choose the administrators of the Joint Committee.
- 14 B. The Joint Committee shall establish its own meeting schedule. To meet, all of
15 the members of the Joint Committee must be present. Such meetings shall take
16 place during the regular teacher workday. Teachers who are members of the
17 Joint Committee shall be released from their regular duties to attend meetings,
18 without loss of pay or benefits. If meetings are required beyond the workday,
19 they shall be compensated at the unit member's pro rata hourly rate of pay.
- 20 C. The Joint Committee shall be responsible for the following:
- 21 1) Providing annual training for the Joint Committee members.
 - 22 2) Establishing its own rules of procedure, including the method for the
23 selection of a Chairperson.
 - 24 3) Selecting the Consulting Teachers.
 - 25 4) Selecting trainers and/or training providers.
 - 26 5) Providing training for Consulting Teachers prior to the Consulting
27 Teachers' participation in the program.
 - 28 6) Sending written notification of participation in the PAR Program to the
29 Referred Participating Teacher, the Consulting Teacher and the site
30 principal.
 - 31 7) Providing a Referred Participating Teacher a list of Consulting Teachers
32 from which to choose.
 - 33 8) Adopting Rules and Procedures to effect the provisions of this Article.
 - 34 9) Distributing, at the beginning of each school year, a copy of the adopted
35 Rules and Procedures to all bargaining unit members and
36 administrators.
 - 37 10) Establishing a procedure for application as a Consulting Teacher.

1 11) Determining the number of Consulting Teachers in any school year,
2 based upon participation in the PAR Program, the budget available and
3 other relevant considerations, such as staff rotations.

4 12) Developing and monitoring the PAR budget. (Establish budget
5 guidelines for Consulting Teachers I and II.)

6 13) Reviewing the final report prepared by the Consulting Teacher and
7 making recommendations to the Governing Board regarding the
8 Referred Participating Teacher's progress in the PAR Program.

9 D. All proceedings and materials related to the evaluations, report and other
10 personnel matters shall be strictly confidential. Therefore, Joint Committee
11 members and Consulting Teachers may disclose such information only as
12 necessary to administer this Article.

13 E. The District agrees to indemnify and hold harmless and provide a defense to the
14 Association and any Association-selected member of the Joint Committee
15 against any claims, causes of action, damages, grievances, administrative
16 proceedings or any other litigation arising from the Association's participation in
17 Peer Assistance and Peer Review, pursuant to those provisions in place in the
18 Government Code for all public school employees.

19 2. Volunteer Participating Teacher

20 A. Volunteer Participating Teacher is a teacher with permanent status who
21 volunteers to participate in the PAR Program. The purpose of participation in
22 the PAR Program for the Volunteer Participating Teacher is for peer assistance
23 only and the Consulting Teacher shall not participate in a performance review of
24 the Volunteer Participating Teacher. The Volunteer Participating Teacher may
25 terminate his or her participation in the PAR Program at any time.

26 B. Volunteer Participating Teachers may also choose to receive the services of
27 demonstration teachers under the PAR Program.

28 C. All communication between the Consulting Teacher, the demonstration teacher
29 and a Volunteer Participating Teacher shall be confidential, and without the
30 written consent of the Volunteer, shall not be shared with others, including the
31 site principal, the evaluator or the Joint Committee.

32 3. Referred Participating Teacher

33 A. A Referred Participating Teacher is a teacher with permanent status who
34 receives assistance to improve his or her instructional skills, classroom
35 management, knowledge of subject, and/or related aspects of his or her
36 teaching performance as a result of an unsatisfactory final evaluation.

37 B. A Referred Participating Teacher may select his or her Consulting Teacher from
38 the Consulting Teachers provided by the Joint Committee. A different

1 Consulting Teacher may be selected to work with the Referred Participating
2 Teacher at any time during the process when requested to do so by the
3 Referred Participating Teacher or the Consulting Teacher.

4 C. The Referred Participating Teacher has the right to be represented throughout
5 these procedures by the Association representative of his or her choice.

6 4. Consulting Teachers (CT)

7 A. A Consulting Teacher is a teacher who provides assistance to a Participating
8 Teacher pursuant to the PAR Program. The qualifications for the Consulting
9 Teacher shall be set forth in the Rules and Procedures, provided that the
10 following shall constitute minimum qualifications:

- 11 1. A credentialed teacher with permanent status.
- 12 2. Five years experience in classroom instruction, three of which have
13 been within the last three years.
- 14 3. Shall demonstrate exemplary teaching ability, as indicated by, among
15 other things, effective communication skills, effective interpersonal
16 skills, subject matter knowledge, and mastery of a range of teaching
17 strategies necessary to meet the needs of pupils in different contexts.

18 B. In filling a position of Consulting Teacher, each applicant is required to submit
19 three references from individuals with specific knowledge of his or her expertise,
20 as follows:

- 21 1. A reference from a Santee School District building principal or
22 immediate supervisor.
- 23 2. A reference from an elected STA Association representative.
- 24 3. A reference from another credentialed teacher in Santee School District.

25 All applications and references shall be treated with confidentiality.

26 C. Consulting Teachers shall be selected by a majority vote of the Joint Committee
27 following teaching observations by the Joint Committee.

28 D. A Consulting Teacher shall be provided release time as determined by Joint
29 Committee. The term of the Consulting Teacher shall be three years. A teacher
30 may reapply at the end of his/her term. A teacher may not be appointed to an
31 administrative position in the District while serving as a Consulting Teacher or
32 for two full years after serving as a Consulting Teacher. An appeal process will
33 be developed by the PAR Committee for any teacher wishing to appeal the two-
34 year period.

35 E. Functions performed pursuant to this Article by bargaining unit employees shall
36 not constitute either management or supervisory functions. The Consulting
37 Teacher shall continue all rights of bargaining unit members. In addition to the
38 regular salary, a Consulting Teacher I will work with Volunteer Participating

- 1 Teachers, and shall receive category 4 of the teacher stipend (100% of class III,
2 Step I of the Certificated Salary Schedule), and a Consulting Teacher II will work
3 with Referred Participating Teachers, and shall receive pro rata hourly pay for
4 all work beyond the regular workday and/or work year.
- 5 F. Each Consulting Teacher working with a Referred Participating Teacher shall
6 submit a plan and budget to the Joint Committee for approval within 20 working
7 days of being notified.
- 8 G. Consulting Teachers shall have the responsibility for no more than one Referred
9 Participating Teacher.
- 10 H. Consulting Teachers shall assist Participating Teachers by demonstrating,
11 observing, coaching, conferencing, referring or by other activities, which, in their
12 professional judgement, will assist the Participating Teacher.
- 13 I. The Consulting Teacher shall meet with the Referred Participating Teacher to
14 discuss the PAR Program, to establish mutually agreed upon performance
15 goals, develop the assistance plan, develop a process for determining
16 successful completion of the PAR Program, and submit the plan and budget to
17 the Joint Committee for approval.
- 18 J. The Consulting Teacher shall conduct multiple observations of the Referred
19 Participating Teacher during classroom instruction, and shall have both pre-
20 observation and post-observation conferences.
- 21 K. The Consulting Teacher shall monitor the progress of the Referred Participating
22 Teacher and shall provide periodic written reports to the Referred Participating
23 Teacher for discussion and review.
- 24 L. The Consulting Teacher shall continue to provide assistance to the Referred
25 Participating Teacher until he or she concludes that the teaching performance of
26 the Referred Participating Teacher is satisfactory, or that further assistance will
27 not be productive. At that time, the Consulting Teacher will prepare a final
28 report and a copy of that report shall be reviewed and discussed with the
29 Referred Participating Teacher. The Referred Participating Teacher shall be
30 given the opportunity for input and signature before it is submitted to the Joint
31 Committee. The Referred Participating Teacher's signing of the report does not
32 necessarily mean agreement, but rather that he or she has received a copy of
33 the report. The Consulting Teacher shall then submit a final report to the Joint
34 Committee. The Referred Participating Teacher shall have the right to submit a
35 written response, within twenty (20) days, and have it attached to the final
36 report. The Referred Participating Teacher shall also have the right to request a
37 meeting with the Joint Committee, and to be represented at this meeting by the
38 Association representative of his or her choice.

1 M. The results of the Referred Participating Teacher's participation in the PAR
2 Program shall be made available for placement in his or her personnel file, and
3 may be used in the evaluation of the Referred Participating Teacher.

4 N. The District agrees to indemnify and provide a defense for the Consulting
5 Teacher against any claims, causes of action, damages, grievances,
6 administrative proceedings or any other litigation arising from the Consulting
7 Teacher's participation in Peer Assistance and Peer Review, pursuant to those
8 provisions in place in the Government Code for all public school employees.

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ARTICLE IX
CLASS SIZE

In planning each year's enrollment of students and regular classroom teachers, the District will employ a sufficient number of regular classroom teachers not to exceed a ratio of 1:31 regular teachers to regular students on a District-wide basis.

When a ratio greater than 1:32 occurs at a given school during the school year, because of enrollment growth or population changes, the District will consider various alternatives that may result in adjustment of teacher-student ratio for the subsequent semester.

Such alternatives may include but are not limited to:

1. Reassignment or rescheduling of students.
2. Realignment of attendance areas.
3. Intra-district transfer of classroom teachers.
4. Hiring of additional staff.

A regular teacher is defined as one who shall be assigned to a regular class for fifty percent (50%) or more of the assigned school days. For purposes of this article, two (2) teachers sharing a contract, as provided for in Article XIV, "Compensation Provisions," Section M, "Half-time Employment (Contract Sharing)," shall be considered as one (1) teacher.

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ARTICLE X
TRANSFERS

A. Introduction

The Superintendent (or designee) is responsible for the assignment and transfer of employees within the District. The services of all employees are contracted with the District rather than with individual schools, programs or departments. In acquiring permanent status, bargaining unit members do not thereby acquire a vested right to teach (or give service) in any certain assignment. The District retains the prerogative to change the assignments of employees so long as work assigned is of rank equivalent to that by which permanent status was acquired, and provided the assignment is one for which the employee holds certification qualifications.

B. Definition of Terms

1. Transfer: "Transfer" is defined as the shift or relocation of an employee from a school or department to a position of substantially the same level of responsibility, status, and pay in another school or department within the District. A transfer is a lateral as opposed to a vertical change. Changes in school assignment for employees who are assigned to two or more school sites or facilities shall not be considered a transfer providing they continue to perform duties specified by the job description for the position.
2. Employee-Initiated Transfer: An "employee-initiated transfer" is a transfer which is initiated through a request submitted by a unit member.
3. Management-Initiated Transfer: A "management-initiated transfer" is defined as a change of school or department initiated by the administrator.
4. Vacancy: "Vacancy" is defined as a position at a school or department which the District has determined is to be filled by a regular probationary or permanent employee rather than a substitute or temporary employee. A vacancy may occur due to additional enrollment, dismissal, retirement, or resignation.
5. Seniority: "Seniority" is the length of time that an employee has been continuously employed by the District. Seniority is established on the basis of the date on which an employee first rendered paid service to the District as a regular probationary employee. Highest seniority shall apply in employee-initiated transfers and lowest seniority shall apply in management-initiated transfers.
6. Open Posting: Available positions that are posted publicly through district approved recruiting processes to attract an applicant pool.

C. Posting Procedure

1. The posting period for all vacancies that have occurred during the regular school year shall be from March 20 to five (5) business days after April 15. All

1 vacancies that occur prior to April 15 will be posted for 5 (five) days. Any
2 vacancies that occur within 5 business days after April 15 will be posted for
3 transfer for one (1) business day. Regarding the 5 day postings. The District will
4 notify the Association President or designee by email of the specific position(s)
5 one (1) business day prior to the posting. Either party may request a meeting
6 prior to the posting.

7 2. Transfers that occur at the beginning of the school year due to overstaffed
8 schools shall be completed within the first two weeks of school. Any position(s)
9 that remains vacant after management-initiated transfers are complete shall be
10 posted for an employee-initiated transfer. Such positions shall be advertised for
11 3 (three) days only for immediate filling. Any vacancy created as a result of the
12 granting of an employee-initiated transfer shall not be posted until May 1 of that
13 school year.

14 3. Positions which become available after the fourth Friday of the school year may
15 be filled with a substitute or temporary teacher. These employees shall be
16 informed that the positions they are filling will be posted in March/April as a
17 transfer opportunity and that permanent and probationary employees will be
18 given first consideration for all posted positions.

19 4. Teachers with a permanent or probationary status at the time the position was
20 created or vacated during the year will receive consideration prior to the
21 resultant vacancy being opened to temporary or outside candidates.

22 5. Following appropriate Board action, the District shall notify Association
23 leadership of new or vacated positions that have been filled with a substitute or
24 temporary teacher.

25 6. Unit members returning from leave of absence or those wishing to return to full-
26 time employment from part-time employment shall be given first consideration
27 for vacancies.

28 7. The Human Resources Department will notify all employees of all upcoming
29 postings that occur during the summer at the time of the posting.

30 D. Employee-Initiated Transfers

31 1. Permanent Employees.

32 a. Permanent employees meeting the requirements for the position as
33 listed in the job posting, shall have first priority consideration in filling
34 vacancies that occur or are identified within 5 business days after April
35 15th of each school year. After all transfer processes are complete,
36 qualified applicants shall have access to the vacancy through the
37 regular open posting procedures.

- 1 b. Positions which become available after the fourth Friday of the school
2 year will be filled by a temporary teacher for the remainder of the
3 assignment of school year and will be posted for transfer the following
4 March/April for the next school year.
- 5 c. When two or more applicants meet all specified job criteria, seniority will
6 be utilized as the tie breaker.
- 7 d. The District may deny a transfer to an employee under the following
8 circumstances:
- 9 1) The employee has had a problem in the past, serious in nature
10 as documented in the personnel file, which would prevent the
11 employee from being effective in the position.
- 12 2) The employee has had unsatisfactory performance as
13 evidenced by the most recent evaluation or other
14 documentation.
- 15 2. Multiple Applicants for Transfer.
- 16 a. In the event that more than one bargaining unit member applies for a
17 position posted for transfer, the following criteria shall be applied to
18 determine who is granted the position:
- 19 1) Meets all legal requirements including credentials and
20 authorizations.
- 21 2) Level and degree of training.
- 22 3) Meets requirements of specific job description.
- 23 4) Willingness to comply with specific program requirements.
- 24 b. The District may deny a transfer to an employee under the following
25 circumstances:
- 26 1) The employee has had a problem in the past, serious in nature
27 as documented in the personnel file, which would prevent the
28 employee from being effective in the position.
- 29 2) The employee has had unsatisfactory performance as
30 evidenced by the most recent evaluation or other
31 documentation.
- 32 c. Seniority shall be the deciding factor where two or more unit members
33 are equally qualified for the same vacancy. In the event that two or
34 more equally qualified unit members also have equal seniority, the
35 determination of who is granted the position shall be by lot.
- 36 3. If a unit member's employee-initiated transfer request has been denied, he/she
37 is encouraged to request a conference with the Superintendent or his/her
38 designee to discuss the reasons for denying the transfer. Upon request, a
39 written statement of the reasons for denying an employee-initiated transfer
40 request will be provided to the affected unit member.

- 1 4. No request for transfer shall be denied arbitrarily, capriciously, or without basis
2 or fact.
- 3 E. Management-Initiated Transfers
- 4 1. Any unit member may be transferred to a vacancy by the Superintendent or
5 designee at any time for reasons such as, but not limited to, the following:
- 6 a. Overstaffed schools.
7 b. Staffing new schools.
8 c. To comply with the District's Affirmative Action Plan.
9 d. Federal or state mandates.
10 e. Credential problems.
11 f. Balance in a school or department relative to training, experience, and
12 background.
13 g. Unsatisfactory working relationships as evidenced by District
14 evaluations or other documentation, including documentation resulting
15 from formal disciplinary action.
16 h. Unsatisfactory service as evidenced by District evaluations or other
17 documentation, including documentation resulting from formal
18 disciplinary action.
- 19 2. Management-initiated transfers are initiated by principals, directors, assistant
20 superintendents, and the superintendent or designee.
- 21 3. Before a request for management-initiated transfer is acted upon, the employee
22 must be advised through personal interview of the reason why a management-
23 initiated transfer is being recommended. Upon request by the employee, these
24 reasons will be provided in writing.
- 25 4. The administrator initiating a transfer shall complete a District transfer request
26 form, stating the reasons for the transfer.
- 27 5. The affected employee shall acknowledge being advised of the reasons for
28 transfer by signing the transfer form.
- 29 6. The affected employee may request the opportunity to attach a signed, written,
30 and dated statement to the transfer form.
- 31 7. The affected employee will be advised within five (5) days of the final decision
32 by the Superintendent or designee of employer action regarding the transfer.
33 Upon request by the employee, this decision will be provided in writing.
- 34 F. Procedure for Supervisors of Overstaffed Schools or Departments.
- 35 When the District has determined a school or department to be overstaffed, the
36 administration shall first seek qualified volunteers who are not needed to meet
37 requirements, related to the criteria below, at the affected school. If there are no
38 qualified volunteers, the District shall make a determination based upon the criteria
39 listed below. Least seniority in the District shall apply unless there is a compelling
40 reason directly related to the following criteria:
- 41 1. Legal requirements, including credentials and authorizations.

- 1 2. Level and degree of training and experience, including identifiable
- 2 instructional/curricular skills and strengths.
- 3 3. Legitimate, identifiable educational needs of the school(s) involved.

4 G. Closing a School

5 If it should become necessary during the term of the Agreement for the District to close

6 a school, the District will meet and negotiate with the exclusive representative for

7 employees (STA/CTA/NEA) regarding the procedures to be used in reassigning the

8 affected employees.

9 Process - School Closure (STA Negotiations, May 20, 2004)

10 For the 2003-04 school year, STA and the District agree to the following process

11 regarding placement of teachers affected by a school closure preceding the 2004-05

12 school year:

13 STA and the District agreed to the following process regarding 2003-04 displaced

14 teachers:

- 15 1. Principals establish staffing based upon need, and use current staff at site.
- 16 2. Language Arts Specialists have first choice from open positions at their site. If
- 17 they don't choose a position at their site, they will be included in the remaining
- 18 pool of displaced teaches to select an opening by seniority.
- 19 3. If Language Arts' positions materialize later, Language Arts Specialists have
- 20 first choice of their previous position.
- 21 4. By seniority, Resource Specialists have first choice of Resource Specialist
- 22 openings in the district. If they don't choose a Resource Specialist position,
- 23 they will be included in the remaining pool of displaced teachers to select an
- 24 opening by seniority.
- 25 5. All remaining displaced teachers are included in a pool to select from open
- 26 positions.
- 27 6. Principals reassign within their school.
- 28 7. Post open positions for transfer.
- 29 8. A second drawing will be held in the fall.
- 30 9. Principals reassign within their school.

31 It was agreed that language developed earlier in this negotiations session regarding

32 Article X, Transfers, Section G, Closing a School, would be included in the contract. On

33 mutual agreement, this article could be reviewed at the time of the closure of a school.

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1 **ARTICLE XI**

2 **ASSIGNMENT AND REASSIGNMENT**

3 A. Introduction

4 Assignments and reassignments are at the discretion of the principal and/or
5 administration. The following criteria may be utilized in determining assignments and
6 reassignments:

- 7 1. To accommodate specific program needs requiring specific qualifications among
8 the teaching staff essential to the effective operation of a school.
- 9 2. To accommodate the best interests of the students as determined by the
10 administration.
- 11 3. To balance the teaching staff of a school in accordance with the District's
12 requirements.
- 13 4. To balance and equalize class size in a school because of changes in
14 enrollment.
- 15 5. To accommodate a reduction in facilities or staffing brought about through
16 circumstances or events that were unpredictable and unavoidable.

17 B. Definition of Terms

- 18 1. Assignment: "Assignment" is the initial placement of an employee at a job site.
- 19 2. Reassignment: "Reassignment" is a change in class, grade level and/or subject
20 matter at the employee's job site.

21 C. Procedure for Reassignment

- 22 1. Except for employees assigned to more than one location, if an employee is
23 reassigned within a school or department, the employee involved shall be given
24 two (2) working days advance notice. Upon request, the bargaining unit member
25 will be given a conference with the principal or administrator to discuss the
26 reason for the change. A bargaining unit member may waive the two (2) working
27 days advance notice if he/she desires.
- 28 2. Any bargaining unit member reassigned during the school year shall be accorded
29 one (1) working day for the purpose of move orientation and lesson planning.
- 30 3. In cases of unusual or extenuating circumstances, the Assistant Superintendent,
31 Human Resources, may provide one (1) additional workday to the employee for
32 the purpose of move orientation and lesson planning. Such unusual and
33 extenuating circumstances may include, but are not limited to, the following:
 - 34 a. A physical change in classrooms.
 - 35 b. More than a fifty percent (50%) change in students.
 - 36 c. A complete change in departmental subject matter.

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ARTICLE XII
LEAVE PROVISIONS

A. General Provisions

1. The benefits which are expressly provided by this article are the sole benefits which are part of this Agreement, and it is agreed that other statutory or regulatory leave benefits are not incorporated either directly or impliedly into this Agreement, nor are such other benefits subject to the Article VI, "Grievance Procedure," pages 10-14. In order to qualify for any leave requested, employees must follow District-prescribed procedures regarding permission and verification.
2. This Agreement does not provide for any procedure authorizing employees to cease working for personal reasons at their own discretion. If an emergency arises, advance notification of the immediate supervisor(s) will be necessary prior to leaving the site. The only exception is outlined in Article XII, "Leave Provisions," B. "Specific Provisions," 8. "Personal Necessity Leave," c. "Prerequisites," page 35.
3. The Board of Education may, at its discretion, grant other long-term leaves of absence for a period of one (1) year. The Board may, upon request, extend such leaves the second (2nd) year. At the expiration of a leave so granted, the employee shall return to the service of the District or shall terminate his/her employment with the District except under extreme or unusual circumstances. Upon receipt of written notification from the District of his/her leave termination, the employee shall notify the District within forty-five (45) working days prior to the end of the leave as to his/her intentions. Failure to provide such notification will be deemed abandonment of position.
4. Employees returning from leave shall be allowed to return to his/her previous position if both parties mutually agree to the placement. If mutual agreement cannot be reached, every attempt will be made to return the employee to a similar position within the District.

B. Specific Provisions

1. Bereavement Leave.
 - a. Purpose.

The purpose of bereavement leave utilization shall be for the death of a member of the immediate family. Bereavement leave benefits are not available preceding a bereavement or on a retroactive basis. The immediate family is defined as mother, step mother, father, step father, grandmother, step grandmother, grandfather, step grandfather, grandchild or step grandchild of the employee or of the spouse of the employee, and the spouse, son, step son, son-in-law, daughter, step daughter, daughter-in-law, brother, step brother, sister or step sister of

1 the employee, or any relative living in the immediate household of the
2 employee, or any other person for whom the employee is legally
3 responsible.

4 b. Prerequisites.
5 An employee applying for such leave shall notify his/her immediate
6 supervisor as soon as possible and state the expected duration of the
7 absence.

8 c. Requirements.
9 An employee shall be granted up to five (5) days for purposes of
10 bereavement. Additional days of absence beyond those described
11 herein may be provided under the terms of the personal necessity leave
12 provisions of Article XII, "Leave Provisions," B. "Specific Provisions,"
13 "Personal Necessity Leave."

14 d. Compensation.
15 All days of absence used under the provisions of bereavement leave
16 shall result in no loss of compensation to the employee.

17 e. Return to Service.
18 Immediately upon return to active service, the employee shall complete
19 the District-required special leave form and submit it to the immediate
20 supervisor. The employee shall provide, upon District request, additional
21 verification of the use of such leave in the form of either a copy of a
22 death certificate or published death notice.

23 2. Unpaid Family Care Leave.
24 With prior written application to the District Human Resources Department,
25 utilizing District-prescribed forms, an unpaid family care leave may be granted
26 for the purpose of caring for a dependent family member. Such leaves normally
27 will be granted for either the remainder of the current semester of current school
28 year, or for the school year, and employees will normally be required to return
29 from such leave only at the end of a semester or at beginning of a new school
30 year. Upon mutual agreement between the employee and the District, the
31 employee may return to duty earlier than originally requested.

32 3. Industrial Accident and Illness Leave.

33 a. Purpose.
34 Industrial accident and illness leave shall be granted for illness or injury
35 incurred within the course and scope of an employee's assigned duties.

36 b. Prerequisites.
37 An employee who has sustained a job-related injury shall report the
38 injury on District-approved accident forms within twenty-four (24) hours

1 to the immediate supervisor. An employee shall report any illness on
2 District-approved forms to the immediate supervisor within twenty-four
3 (24) hours of knowledge that the illness is an alleged industrial illness.
4 Occasionally an employee may, while in the performance of his/her job,
5 contract a communicable disease. If the employee can give evidence
6 that he/she has been in contact with students or District employees who
7 are similarly ill, workers' compensation is allowable. In reporting the
8 illness, as soon as possible after the onset of said illness, the staff
9 member shall indicate the names of such students or employees known
10 to be similarly ill and with whom he/she has been in contact and the
11 date he/she became ill.

12 c. Requirements.

13 Allowable leave shall not exceed sixty (60) days during which the
14 schools of the District are required to be in session or when the
15 employee would otherwise have been performing work for the District in
16 any one (1) fiscal year for the same accident. Allowable leave shall not
17 be accumulated from year to year. Industrial accident or illness leave
18 shall commence on the first (1st) day of absence. Industrial accident or
19 illness leave shall be reduced by one (1) day for each day of authorized
20 absence regardless of a temporary disability indemnity award. When an
21 industrial accident or illness leave overlaps into the next fiscal year, the
22 employee shall be entitled to only the amount of unused leave due
23 him/her for the same illness or injury.

24 Upon termination of the industrial accident or illness leave, the
25 employee shall be entitled to the benefits provided in Article XII, "Leave
26 Provisions," B, "Specific Provisions," 10, "Sick Leave," b, "Eligibility," 1)
27 "Regular Sick Leave," and 3) "Extended Partial Payment Sick Leave."
28 The sick leave shall be deemed to have commenced on the date of
29 termination of the industrial accident or illness leave, provided that if the
30 employee continues to receive temporary disability indemnity, he/she
31 may elect to take only that portion of his/her accumulated sick leave
32 which, when added to his/her temporary disability, will result in a
33 payment to him/her of not more than his/her full salary. Any employee
34 receiving benefits as a result of this section shall, during periods of
35 injury or illness, remain within the State of California unless the Board of
36 Education authorizes travel outside of the state.

37 d. Compensation.

1 For any days of absence from duty as a result of the same industrial
2 accident, the employee shall endorse to the District any wage loss
3 benefit check from the workers' compensation insurance company
4 which would make the total compensation from both sources not exceed
5 one hundred percent (100%) of the amount the employee would have
6 received as salary had there been no industrial accident or illness.

7 If the employee fails to endorse to the District any wage loss disability
8 indemnity check received on account of the industrial accident or illness
9 as provided above, the District shall deduct from the employee's salary
10 warrant, the amount of such disability indemnity actually paid to and
11 retained by the employee.

12 e. Return to Service.

13 An employee shall be permitted to return to service after an industrial
14 accident or illness only upon the presentation of a release from a
15 physician consistent with workers' compensation rules and regulations,
16 certifying the employee's ability to return to his/her position with
17 reasonable accommodations and without detriment to the employee's
18 physical and emotional well-being. The District need not assume that
19 the unit member's statement or physician's statement establishes the
20 unit member's ability to return to service conclusively and may require a
21 review and/or examination by a physician mutually agreed upon by both
22 parties prior to the employee being authorized to return to work. If the
23 two parties cannot agree, a list of specialists shall be requested from the
24 American Medical Association or other medical association with the final
25 selection being as per the procedure identified in Article VI, "Grievance
26 Procedure," "Formal Grievance Procedure," "Level IV." The cost of such
27 review and/or examination shall be borne by the District.

28 4. Jury Duty Leave.

29 a. Purpose.

30 An employee who is summoned to serve on jury duty shall be granted
31 paid jury duty leave. To the extent possible, request for such leave shall
32 be submitted to the immediate supervisor not less than ten (10) days
33 prior to the beginning of the leave. A copy of the summons shall be
34 submitted along with the initial request.

35 b. Requirements.

36 An employee shall be granted a leave of absence not to exceed the
37 duration of the requirements of the official order for participation and
38 appearance. Employees who are dismissed from jury duty for less than

1 fifty percent (50%) of their workday shall contact their immediate
2 supervisor to receive directions regarding employment obligations.

3 c. Compensation.

4 An employee granted a leave of absence under these provisions shall
5 be granted District compensation which, when added to jury or witness
6 fees, shall not exceed the employee's regular District compensation.
7 The employee will be required to pay the District the amount of fees
8 received for jury duty, excluding travel reimbursement and parking fees
9 not to exceed seven dollars (\$7.00) per day.

10 d. Return to Service.

11 The employee shall provide, upon request, additional verification of the
12 use of these leave provisions.

13 e. An employee will be granted a \$50-per-day incentive for postponing jury
14 duty which has been scheduled during the school year, and performing
15 such jury duty on non-work days during the spring or winter breaks or
16 during the summer months. To qualify for this incentive, employees
17 must:

- 18 1) Submit a letter to the Human Resources Department requesting
19 this pay option. Include a copy of the original jury service notice
20 showing you were summoned initially to perform your service
21 during the school year, and a statement indicating you have
22 requested the jury commissioner to postpone your jury service
23 to a time on non-work days during the spring or winter breaks or
24 during the summer months. Include the new dates.
- 25 2) Upon completion of jury duty on non-work days during the
26 spring or winter breaks or during the summer months, submit a
27 signed validation from the jury commissioner showing each day
28 of jury service performed and a completed district time sheet.

29 5. Legislative Leave.

- 30 a. An employee elected to a public school board in another district may be
31 granted up to a maximum of ten (10) unpaid days per year leave of
32 absence for purposes of performing official duties as a school Board
33 member.
- 34 b. Every employee who is elected to a public office requiring full-time
35 service shall be granted an unpaid leave of absence from his/her duties
36 as an employee of the District by the Board for the length of his/her term
37 of office plus six (6) months.

1 c. The employee on such leave shall be entitled to return to employment in
2 the District at the end of the leave, provided that the employee returns
3 within six (6) months of his/her end of term in office. Such absence
4 shall not constitute a break in service.

5 6. Maternity Leave.

6 a. Purpose.

7 An employee who wishes to take an unpaid maternity leave may be
8 granted such leave for up to one year, as provided herein.

9 b. Prerequisites.

10 The employee shall submit a request for maternity leave not less than
11 ninety (90) days prior to the requested commencement date of the
12 leave. The request shall be accompanied by the attending physician's
13 statement verifying the medical necessity of the leave and the expected
14 duration of the leave.

15 c. Requirements.

16 The Board of Education shall provide for leave of absence, at the
17 election of the employee, from duty without pay for any employee who
18 has requested to be absent from duties because of pregnancy,
19 miscarriage, childbirth and recovery therefrom. Each pregnant
20 employee, if she desires, may submit in writing on the District-
21 prescribed form, a request for an unpaid maternity leave up to a
22 maximum of one (1) calendar year. This written request shall be
23 accompanied by a verification from her medical doctor indicating the
24 approximate date of the birth of the child. The dates requested for the
25 commencement and termination of the leave will be reviewed by the
26 District administration. If they are found not to conflict with the
27 satisfactory operation of the school program, they will be granted. In
28 special cases, consideration may be given after the birth of the child for
29 the employee to return to duty earlier than originally requested or to
30 extend the requested date of return. Medical evidence may be required
31 if any change in the proposed return date is requested.

32 d. Compensation.

33 Maternity leave shall be without compensation.

34 e. Return to Service.

35 At least two (2) weeks prior to the ending of the maternity leave, the
36 employee shall contact the District Human Resources Department to
37 clarify the employee's position of continued employment, application for
38 additional leave and/or notification of resignation. Failure to follow this

1 provision shall be deemed abandonment of employment and treated as
2 a resignation.

3 7. Military Leave.

4 a. Short-term Leave.

5 An employee, upon approval of his/her military orders by the Board,
6 shall receive pay for a period not to exceed thirty (30) calendar days for
7 purposes of attending regularly scheduled drills or active duty for
8 training. When it is within the employee's control, the employee shall
9 schedule extra military training at a time which will not conflict with
10 regular school duties. Short-term military leave will not jeopardize
11 regular pay status.

12 b. Long-term Leave.

13 1) Purpose.

14 An employee who enlists, is inducted, or is recalled to active
15 duty shall be granted a leave of absence for the period of such
16 enlistment or required service.

17 2) Compensation.

18 Employees who have served in the District for a minimum of
19 one (1) calendar year immediately prior to the day on which the
20 absence begins, shall be entitled to receive salary or
21 compensation for the first thirty (30) calendar days of such
22 leave.

23 3) Return to Service.

24 Upon completion of the service requirement, the employee shall
25 be reinstated in the position that he/she held at the time of
26 his/her enlistment or induction, provided that the employee
27 returns within six (6) months of his/her date of discharge.
28 Otherwise, he/she shall be returned to a position within his/her
29 credential. The period of absence shall not be construed to be
30 a break in service.

31 8. Personal Necessity Leave.

32 a. Purpose.

33 Personal necessity leave may be utilized for circumstances that are
34 compelling and deemed necessary by the employee.

35 Personal necessity leave may not be used to:

36 1) earn other income, or

37 2) participate in concerted activities.

38 b. Requirements.

1 An employee may use eight (8) days per year of sick leave for purposes
2 of personal necessity leave. A reason need not be given to use
3 personal necessity leave.

4 c. Compensation.

5 The days allowed shall be deducted from and may not exceed the
6 number of full pay days of illness or injury leave to which the employee
7 is entitled. Payment for such absence shall be made only upon
8 certification by the employee's supervisor that the absence was due to a
9 situation within the meaning of this article.

10 d. Additional Days.

11 At the sole discretion of the Superintendent or designee, additional
12 personal necessity leave may be granted.

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15 9. Sabbatical Leave.

16 a. Purpose.

17 Sabbatical leave is a special privilege and honor which the Board of
18 Education may grant to permanent employees who have completed at
19 least seven (7) consecutive years of service immediately preceding said
20 leave in positions requiring certification. While it affords certificated
21 personnel the opportunity for professional growth, leaves should be of
22 such nature that they will clearly enrich and benefit the pupils and
23 schools in the Santee School District. Sabbatical leave may be granted
24 for the following purposes: study, research or travel and observation in
25 connection with an approved study project.

26 b. Prerequisites.

27 Permanent employees who have completed at least seven (7)
28 consecutive years of satisfactory service, in positions requiring
29 certification qualifications, immediately preceding the sabbatical leave,
30 are eligible to apply. Leaves of absence granted by the Board shall not
31 constitute a break in the continuity of service required for the sabbatical,
32 but shall not be counted in the required seven (7) years of service.

33 c. Requirements.

34 The Board of Education may grant a sabbatical leave for a period of not
35 less than one-half (1/2) of the school year or more than one (1) full year.
36 A half-year sabbatical leave may be taken during either half of the
37 school year. Not more than one (1) sabbatical leave shall be granted to
38 any one (1) employee in each eight (8) year period (inclusive of the

1 sabbatical year). The Board of Education shall grant sabbatical leaves
2 only within the limitation of monies budgeted each year for this specific
3 purpose. It should be emphasized that a sabbatical leave is not a right
4 employees earn after the required years of service have been fulfilled.
5 It is, rather, as stated above, a definite privilege which ultimately helps
6 to provide the community with an improved and enriched educational
7 program. No employee over the age of sixty-one (61) shall be granted a
8 sabbatical leave.

9 d. Application Procedures.

10 Sabbatical leave applications may be secured from the Human
11 Resources Department and must be filed in the Human Resources
12 Department by February 1 for the following school year or October 1 for
13 the spring semester. Recommended applications shall be presented to
14 the Board for its approval. A detailed statement of the proposed
15 sabbatical program and explanation of the ways in which the program
16 will upgrade, enrich, or otherwise improve the pupils and the school
17 district is required in making application for a sabbatical leave. The
18 Certificated Professional Growth Committee and the Administrator for
19 Human Resources, must approve any change in the applicant's plans
20 after said leave has been granted. A proposed change must be
21 submitted to the Human Resources Department in writing as soon as
22 the applicant is aware of the necessity for revision of this program. This
23 is mandatory because of the applicant's responsibility for completing the
24 approved program.

25 e. Limit.

26 No more than two percent (2%) of the employees of the Santee School
27 District may be granted sabbatical leave during one (1) school year.

28 f. Review and Recommendation Regarding Leave Proposals.

29 All applications for a sabbatical leave shall be reviewed and studied by
30 the Certificated Professional Growth Committee. This committee shall
31 consist of nine (9) total members as follows:

- 32 1) One (1) superintendent or designee.
- 33 2) Two (2) principals or directors.
- 34 3) Six (6) teachers from grades K-8.

35 The persons representing categories (1) and (2) will be selected by the
36 Superintendent. The Association will appoint members from its
37 membership to serve on this committee for a three (3) year period.
38 Recommendations for openings needing to be filled will be forwarded to

1 the Superintendent's office. Each member of the committee shall be
2 entitled to one (1) vote. Recommended acceptance of programs,
3 changes in programs, etc., shall require five (5) affirmative votes. The
4 Certificated Professional Growth Committee, upon completion of its
5 assignment, shall forward all applications to the Superintendent for his
6 approval with either: "Recommended for Consideration" or "Not
7 Recommended at this Time." The Superintendent shall submit all
8 applications with both his recommendation and those of the Certificated
9 Professional Growth Committee to the Board of Education for action.
10 The following points will be utilized by the Certificated Professional
11 Growth Committee in establishing priorities for purposes of
12 recommendations:

- 13 1) The relative merit of reasons for desiring leave shall be the
14 major consideration of the committee. Only in cases of equal
15 merit will items 2, 3, 4 or 5 be used.
- 16 2) Reasonable distribution of applicants by schools.
- 17 3) Previous leaves granted to any one (1) employee.
- 18 4) Seniority.
- 19 5) Priority of application.
- 20 6) Married couples if both teach in the District and are eligible.
- 21 7) Letter of recommendation from applicant's current school
22 administrator.
- 23 8) Applicant's written end-of-year evaluation for the past seven (7)
24 years to be made available to committee members.

25 g. Compensation and Bond.

26 The employee granted sabbatical leave shall receive one-half (1/2) of
27 the salary which he/she would have received had he/she remained in
28 the active service of the Santee School District. Compensation is to be
29 paid in the existing monthly pay plan of the District. The Board, at its
30 discretion, may require the employee at his/her own expense to furnish
31 a surety bond of a corporate surety authorized to do business in
32 California. The form of this bond must be approved by the
33 Superintendent and the amount of the bond must be equal to the total
34 compensation to be paid to the applicant during the time his/her
35 sabbatical leave is in effect.

36 The bond must indemnify the school district against failure of the
37 applicant to fulfill his/her application to serve the District at least two (2)
38 years following the completion of the sabbatical term.

1 The bond may be waived, at the discretion of the Board, should the
2 employee granted sabbatical leave desire compensation in two (2)
3 equal installments payable on the first (1st) day of June of the first (1st)
4 two (2) years of service rendered in this school district following his/her
5 return from said leave.

6 If the Board of Education finds and by resolution declares that the
7 interests of the District will be protected by the written agreement of the
8 employee to return to the service of the District and render at least two
9 (2) years' service therein following his/her return from the leave, the
10 Board of Education in its discretion may waive the furnishing of the bond
11 and pay the employee on leave in the same manner as though a bond
12 is furnished. Should the employee not substantially fulfill the terms of
13 the written sabbatical leave agreement, the Board may require the
14 employee to return all or part of sabbatical leave payments or may
15 collect the money from the employee retirement fund. Death, disability,
16 or serious illness nullifies the necessity of the employee to fulfill the
17 aforesaid obligation and no penalty shall be exacted of him/her, his/her
18 heirs, or the surety.

19 h. Fringe Benefits During Leave.

20 During the sabbatical period, sick leave benefits shall accrue. However,
21 sick leave payments shall not be made unless illness or accident require
22 the employee to cancel his/her sabbatical leave program. A person on
23 sabbatical leave intending to accept any employment during leave shall
24 check with the Superintendent prior to accepting employment. All other
25 District benefits shall be provided as though the employee were on
26 active duty.

27 i. Retirement Credit During Leave.

28 The contributions to the State Teachers' Retirement System shall be
29 made by the employee and the District as though the employee were on
30 active duty except that these payments will be made only on the actual
31 compensation paid the employee.

32 j. Return to Service.

33 The employee, upon his/her return to the District following a sabbatical
34 year or portion thereof, shall be reinstated in a position at least
35 equivalent in duties and salary to that which he/she would have attained
36 if he/she were actually on duty in the District schools.

37 After returning to service following a sabbatical leave, the employee
38 shall file with the Superintendent's office evidence that he/she has met

1 the objectives stated in his/her application. He/she has eight (8) weeks
2 to complete this requirement from the time he/she resumes contractual
3 employment. In addition, the Board at its discretion, may require an oral
4 report. This report of achievement will be reviewed by the Certificated
5 Professional Growth Committee and approved by the Superintendent
6 and the Board of Education.

- 7 1) Evidence of fulfillment of a study leave is an official transcript
8 listing all courses completed and degrees or credentials earned.
- 9 2) Evidence of fulfillment of a research leave is a written report
10 stating in detail the nature and scope of the work accomplished.
11 The value of the project to the District should be emphasized.
- 12 3) Evidence of fulfillment of a travel and observation leave is a
13 written report succinctly stating the itinerary and stressing the
14 value of the leave as it relates to the designated study project.

15 k. Interruption or Termination of Leave.

16 Should the employee be forced to postpone or cancel his/her sabbatical
17 leave because of serious illness or accident, he/she shall be permitted
18 to return to the District. Should the employee postpone or cancel
19 his/her sabbatical leave, he/she shall immediately notify the
20 Superintendent by the fastest available means of communication.

21 If an employee on sabbatical leave is forced to cancel his/her program,
22 he/she shall be reinstated in the District in a similar position to the one
23 held at the time the leave was granted, if available. Should a suitable
24 position be unavailable, the employee shall be granted a teaching or a
25 curricular assignment on a full-time basis at the salary of the position.

26 l. Liability.

27 Both the Board of Education of the District and the District shall be freed
28 from any liability for the payment of any compensation or damages
29 provided by law for the death or injury of any employee of the District
30 when the death or injury occurs while the employee is on sabbatical
31 leave.

32 m. Administrative Procedure.

33 The Superintendent, with the approval of the Board, has the
34 responsibility of establishing the necessary administrative procedure
35 governing sabbatical leaves provided that such procedure is consistent
36 with the foregoing provisions and with the provisions of California
37 Education Code Sections 44966 through 44974.

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10. Sick Leave.

a. Purpose.

The purpose of sick leave utilization shall be for physical and mental disability absences which are medically necessary and caused by illness, injury or quarantine.

b. Eligibility.

1) Regular Sick Leave.

Every person employed five (5) days a week in a position requiring certification qualifications shall be entitled to ten (10) days per school year of leave of absence for illness or injury. Credit for leave of absence need not be accrued prior to taking such leave by the employee and such leave of absence may be taken at any time during the school year. If such employee does not take the full amount of leave allowed in any school year under this section, the amount not taken shall be accumulated from year to year. A part-time employee, working on a regular basis (five [5] days a week), shall be entitled to a prorated amount of such sick leave. Also see Article XIV, "Compensation Provisions," L. "Part-time Employment with Full Retirement Credit," page 49. Any employee shall have the right to utilize sick leave for absences due to disabilities caused or contributed to by pregnancy, miscarriage or childbirth provided that the employee must have been in a paid status on the working day immediately preceding the disability. Pregnancy disability must be verified in writing by a medical doctor. Such sick leave shall not be used for child care, child rearing, or preparation for child bearing, but shall be limited to those disabilities as set forth above. With prior notification by District management, and with just cause, an employee shall be required to present a medical doctor's certificate verifying the personal illness or injury and/or a medical authorization to return to work, unless religious convictions necessitate another type of verification. For any sick leave absence which extends beyond three consecutive work days, a doctor's statement verifying the illness may be required upon request of the immediate supervisor.

2) Additional Sick Leave Benefits for Extended Service.

1 In addition to such amounts of sick leave as specified in Section
2 10, b, 1), additional amounts of sick leave are granted for
3 certain bargaining unit members for continuous, satisfactory
4 service as follows:

5 a) For employees hired on or before June 30, 2016; Each
6 employee in this category who shall have served the
7 District for a period of ten (10) consecutive years shall
8 be credited, on a one-time basis, with twenty (20)
9 days of additional sick leave at the beginning of
10 his/her eleventh (11th) year of service in the District.
11 Each year thereafter he/she shall be credited with two
12 (2) additional days of sick leave at the beginning of
13 the work year.

14 b) For employees hired after June 30, 2016: Each
15 employee in this category who shall have served the
16 District for a period of ten (10) consecutive years shall
17 receive one (1) additional day of sick leave at the
18 beginning of the work year starting with the eleventh
19 (11th) year of service in the District and each year
20 thereafter.

21 c) Years of consecutive service for purposes of allotting
22 this benefit shall be determined in the same manner
23 as years of experience are determined for placing
24 employees on the salary schedule.

25 3) Extended Partial Payment Sick Leave.

26 A bargaining unit member under contract is entitled to (100
27 working days) extended partial payment sick leave at one-half
28 (1/2) the unit member's regular rate of pay.

29 Sick leave is intended for use only in instances of employee
30 illness. Employees needing personal necessity leave in an
31 emergency must abide by the provisions of Article XII, "Leave
32 Provisions," B. "Specific Provisions," 8. "Personal Necessity
33 Leave."

34 4) Sick Leave Transfer Action.

35 Any employee who has been an employee of the Santee
36 School District for a period of one (1) school year or more and
37 who accepts a position requiring certification qualifications in
38 another California school district at any time during the second
39 or any succeeding school year of his/her employment with the
40 Santee School District, or who, within the school year
41 succeeding the school year in which such employment is

1 terminated, signifies acceptance of his/her employment in a
2 position requiring certification qualifications in another California
3 school district, shall have transferred with him/her to the second
4 school district the total amount of accumulated regular sick
5 leave to which he/she is entitled. No employee transferring to
6 the Santee School District shall be required to waive any part or
7 all of the accumulated regular sick leave to which he/she is
8 entitled.

9 c. Prerequisites.

10 An employee exercising this leave of absence shall adhere to District-
11 established procedures for absences.

12 d. Requirements.

13 An employee becoming aware of the need for absence due to surgery
14 or other predictable or prior-to scheduled cause, shall submit a
15 statement from his/her attending medical doctor as far in advance of the
16 initial disability date as possible. The medical doctor's statement shall
17 include the beginning date of disability, the cause of disability, and the
18 anticipated date of the return to active service.

19 e. Compensation.

20 Any unused sick leave credit may be used by the employee for sick
21 leave purposes without loss of compensation. Upon exhaustion of all
22 accumulated sick leave credit, an employee who continues to be absent
23 for illness shall receive extended partial payment sick leave upon
24 submission of the required medical verification and completion of the
25 prescribed leave forms.

26 f. Return to Service.

27 Immediately upon return to active service, the employee shall complete
28 the District-required absence form and submit it to his/her immediate
29 supervisor. The employee shall provide, upon District request, additional
30 verification of the use of these leave provisions. An employee who has
31 experienced a disability absence requiring surgery, hospitalization, or
32 extended medical treatment shall be required to submit prior to return to
33 active service, a medical statement indicating an ability to return to
34 his/her position with reasonable accommodations and without detriment
35 to the employee's physical and emotional well-being. An employee
36 shall not be allowed to return to service and shall be charged with one
37 (1) additional day of sick leave absence if the employee fails to notify
38 the District of intent to return to work by 5:30 a.m. of the work day on
39 which he/she plans to return to work, and by such notification failure, a
40 substitute is secured.

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- 1 11. Staff Promotion Leave.
2 Leave of absence may be granted at the discretion of the Board of Education to
3 permanent employees who seek administrative or supervisory experience in
4 some other school district or educational institution. Where such leave is
5 granted, tenure rights will not be disturbed during the period of absence
6 designated by the Board.
- 7 12. Educational Growth Leave.
8 The Board of Education may grant a leave of absence up to one (1) year without
9 pay to an employee for the purpose of furthering his/her educational and/or
10 professional development.
- 11 13. Long-Term Medical Leave.
12 The Board of Education may grant long-term medical leaves to employees
13 suffering from medical problems. Verification by the employee's physician may
14 be required by the District.
- 15 14. Unpaid Short-Term Leave.
16 The Superintendent or designee may grant unpaid short-term leave for personal
17 circumstances that do not meet the criteria established in any other leave
18 provisions of the contract. This leave would be available to employees with two
19 (2) options:
20 1) The employee may have the number of days deducted from his/her
21 monthly pay warrant.
22 2) The employee may receive total compensation for the days taken and
23 then donate his/her daily rate of pay for each day taken to Santee
24 School District.

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ARTICLE XIII
HOURS OF EMPLOYMENT

A. Professional Growth Activities

For definition purposes, Professional Growth Activities includes, but is not limited to; professional learning, collaboration with peers, focused efforts directed towards data analysis and implementation planning for content standards and instructional strategies, and other professional activities deemed appropriate by Administration.

B. On-Site Workday

The regular on-site workday for employees shall be six and one-half (6-1/2) hours excluding lunch. Employees shall have at least a thirty (30) minute duty free lunch. Employees shall be on-site (15) minutes prior to the starting time for classes.

C. Extended Workday

Administration and staff will hold meetings in an expedient, efficient, and professional manner. Whenever possible, matters of importance will be conveyed prior to meetings via e-mail, voicemail, and/or hardcopy. The site administrator may extend the regular workday for employees for the performance of the following duties:

1. Parent meetings and activities.
2. In years when Option 2: Regular Day Schedule as described in Section D below is in effect, the District may schedule up to twenty-seven (27) days/hours per year for Faculty Meetings and/or Professional Growth Activities. Said meetings shall begin as soon as practicable after the end of the instructional day (including time spent on after school duty) and shall not exceed sixty (60) minutes weekly, unless staff agrees to extend the time. Meetings in excess of twenty-seven (27) may be called in the case of a bona-fide emergency.
3. Supervision of students at school sponsored or approved activities such as field trips, athletic events, and student body activities.
4. Open House/Back to School Night.
5. Parent/teacher conferencing.
6. Teachers attending sixth grade camp shall be provided the following options:
 - a. Stay overnight during the students' stay at camp.
 - b. Drive to and from camp each day. Be on duty for the required contract hours. The district will provide reimbursement for mileage between the work site and camp upon employee request. One certificated staff member must be present at camp the entire period of the camp stay in accordance with camp guidelines.
 - c. A combination of options "a" and "b".
 - d. Staff and principal will work professionally to reach a mutually agreeable solution to those who can not or chose not to attend camp.
 - e. If the regular teacher is unable to attend all or part of the week, it is the teacher's and principal's shared responsibility to find a suitable replacement / exchange teacher.

- 1 f. Teachers who stay overnight may be required to supervise students in
 2 emergency situations.
 3 g. Teachers who attend 6th grade camp shall be paid a stipend of \$315 for the
 4 week of camp.

5 D. Instructional Time

6 1. For the start of the 2013-14 school year, each school's schedule shall remain the
 7 same as they were in the 2012-13 school year. Beginning October 7, 2013,
 8 every school shall have the same configuration of instructional minutes in
 9 accordance with one of the two options listed below. Whether all schools
 10 implement the Wednesday modified day schedule or all schools implement the
 11 regular day schedule shall be determined by a vote of the bargaining unit
 12 membership conducted on or before September 1, 2013. The vote shall be
 13 conducted by STA and tabulated and verified jointly by the District and STA.
 14 The option receiving the majority vote shall be implemented beginning October
 15 7, 2013 through the end of the 2014-15 school year. By May 1 of every odd-
 16 numbered calendar year thereafter, the same voting and selection process shall
 17 occur, including joint tabulation and verification by the District and STA, for
 18 selection of one of the two options listed below to be implemented for the
 19 subsequent school year. In the case of a tie vote, a revote will occur by May 15,
 20 using the same voting and selection process. In the event that the voting and
 21 selection process is not completed by May 15 in an odd-numbered year after
 22 2013, the option currently in effect will be in effect for the subsequent two school
 23 years.

24 OPTION 1: Modified Day Schedule

<u>Grade Level</u>	<u>Regular Day (141 days)</u>	<u>Modified (33 Wednesdays)/ Min Day (6 days)</u>	<u>Total Annual Instructional Minutes**</u>	<u>Average Daily Instructional Minutes** (Rounded to nearest whole minute)</u>
K*	313	219	52,674	293
1-3*	313	219	52,674	293
4-6*	345	219	57,186	318
7-8^	360	234	59,886	333

* Exclusive of recess

^ No recess

** These amounts will vary in 2013-14 due to partial year implementation

Six (6) minimum days shall be scheduled as follows:

- Five (5) days for parent conferences
- One (1) day for the last day of school

The District may call staff meetings on modified days provided that the meeting does

not extend past the on-site workday. Thirty-three (33) modified days shall be scheduled by the District. Professional Growth Activities planned for up to ten (10) days each year shall be structured and directed by the District and/or Site Administrator which shall include work focused on curriculum, instruction, and assessment.

Activities on the remaining twenty-three (23) days shall be for non-management certificated staff to participate in a variety of the following professional tasks or responsibilities:

- Team planning
- Vertical teaming
- Individual planning
- Focus groups
- Curriculum articulation
- Program coordination
- Parent communication
- Observations at other sites
- Data input and analysis
- Instructional materials adoption, support and training
- Any other professional task or responsibility deemed appropriate by the non-management certificated staff member in consultation with the Site Administrator

Additional staff meetings may be called in the event of a bona-fide emergency.

OPTION 2: Regular Day Schedule

<u>Grade Level</u>	<u>Regular Day (174 days)</u>	<u>Minimum Day (6 days)</u>	<u>Total Annual Instructional Minutes**</u>	<u>Average Daily Instructional Minutes** (Rounded to nearest whole minute)</u>
K*	295	220	52,650	293
1-3*	295	220	52,650	293
4-6*	321	220	57,174	318
7-8^	336	235	59,874	333

* Exclusive of recess

^ No recess

** These amounts will vary in 2013-14 due to partial year implementation

E. Work Calendar

1. The District shall establish a joint Calendar Committee with STA representatives in approximately equal proportion to other stakeholder groups.
2. The size of the committee shall be determined by the District but shall be

1 convened to include at least three (3) representatives appointed by STA.
2 3. It shall be the goal of the Calendar Committee to consider calendars for
3 multiple school years and to complete its annual work by March

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ARTICLE XIV
COMPENSATION PROVISIONS

A. Salary Deductions

The Board of Education, when drawing an order for the salary payment due to an employee of the District, shall with or without charge reduce the order by the amount which it has been requested in a revocable written authorization by the employee to deduct for the purpose of paying the dues of the employee for membership in the Santee Teachers Association, California Teachers Association, and National Education Association as required in Article V, Section I of this Agreement. The District will inform the Association President or designee when an employee returns from unpaid leave. In the case where an employee's status is changed from part-time to full-time or full-time to part-time, the amount of payroll deduction will automatically be adjusted.

B. Previous Experience

Prior credit for persons hired shall be:

- a) A maximum of ten (10) years of teaching experience

//// 1/16-SSD-STA

C. Reemployment of Permanent Employees

Whenever any employee of the Santee School District who, at the time of his/her resignation was classified as permanent, is reemployed within thirty-nine (39) months after his/her last day of paid service, the Board of Education shall, disregarding the break in service, classify him/her as, and restore to him/her all rights, benefits, and burdens of a permanent employee.

D. Units for Advancement – Approval

Employees must receive prior approval of units or courses taken while in the employ of Santee School District in order to advance classifications on the Certificated Non-management Salary Schedule. Employees may apply for approval of units or courses by submitting an appropriately completed District form to the Administrator for Human Resources. Only those courses related to enhancing the bargaining unit member skills and knowledge of subject matter pertinent to an employee's assignment will be given consideration for the purpose of classification change. Courses taken in preparation for other professions (e.g., real estate licenses, law degrees) shall not be approved for the purpose of advancement on the Certificated Non-management Salary Schedule. The approval of courses taken for salary advancement purposes shall be the responsibility of the Administrator for Human Resources. The District's form shall state that if courses have not been approved, the employee may appeal the decision to the Professional Growth Committee for final determination.

E. Units For Advancement - Accredited Institution

All courses and degrees used for advancement on the Certificated Non-management Employees Salary Schedule must have been earned in colleges or universities accredited by the appropriate regional accrediting institution.

F. Units For Advancement – Upper Division or Graduate Courses

1 It is required that courses taken for advancement to the next higher salary classification,
2 except four (4) semester units which may be lower division, shall be upper division or
3 graduate level courses.

4 G. Classification Change

5 Employees may not advance more than one (1) salary classification in any school year.

6 H. Complete School Year – Salary Advancement Purposes

7 Any employee who, in any one (1) school year, has served for at least seventy-five
8 percent (75%) of the number of working days the regular schools of the District in which
9 he/she is employed are maintained, shall be deemed to have served a complete school
10 year. This will be exclusive of summer school and intersession service. The only
11 exceptions to the section can be found in Article XIV, "Compensation," L. "Part-time
12 Employment With Full Retirement Credit," and M. "Half-time Employment," pages 49-52.

13 I. Warrant Distribution

14 Salary warrants for employees covered by this Agreement will be made available by the
15 end of the last working day of the calendar month for which payment is due.

16 J. Salary Placement Verification

17 Employees are required to maintain a current set of college transcripts on file in the
18 Human Resources Department in order to verify placement on the salary schedule.

19 K. California Credential Requirement

20 Initial employment and subsequent placement on the Certificated Non-management
21 Salary Schedule are contingent upon the employee holding a valid, current California
22 credential appropriate for the position.

23 L. Part-time Employment With Full Retirement Credit (Reduced Service Employment Plan
24 for Employees Fifty-five [55] Years or More of Age)

25 Part-time employment is to provide an opportunity for an employee to work on a half-
26 time basis. Part-time may be equivalent to one-half (1/2) of the days of service required
27 of a full-time employee or one-half (1/2) of the hours required daily of a full-time
28 employee.

29 1. Requirements.

30 A part-time position request is to be initiated by the employee on or before April
31 15. The written request is to be made to the Human Resources Department.
32 Approval of the employee request shall be based upon the best interest of the
33 District as determined by the Administrator for Human Resources

34 a. In order to receive full retirement credit, the employee and the District
35 will contribute to the State Teachers' Retirement System the same
36 amount as they would under full-time employment based on the
37 compensation which would have been earned if employed full-time.

38 b. The employee must have reached fifty-five (55) years of age prior to
39 assuming a part-time position.

40 c. The employee must have been continuously employed in the Santee
41 School District in a position requiring certification for ten (10) years, of

1 which the immediate preceding five (5) years were full-time
2 employment.

3 d. Approval of part-time employment will be for a period of up to one (1)
4 year and requests must be resubmitted each year on or before April 15.

5 e. Approval of part-time employment is limited to a maximum of five (5)
6 years' participation, approved on an annual basis, per employee.

7 2. Compensation.

8 Salary will be a prorated share of the salary an employee would earn had
9 he/she not elected to exercise the option of part-time employment.

10 3. Longevity Advances.

11 Employees who are on a part-time assignment and who work at least fifty
12 percent (50%) of the required work year will receive credit for a full step on the
13 salary schedule.

14 4. Leaves.

15 The employee on a part-time assignment will receive sick leave and personal
16 necessity on a prorated basis.

17 5. Fringe Benefits.

18 The employee on a part-time assignment will receive fringe benefits as if
19 employed on a full-time basis. The "Part-time Employment With Full Retirement
20 Credit" is expressly excluded from the Grievance Procedure.

21 M. Half-time Employment (Contract Sharing)

22 1. Purpose.

23 Half-time employment is to provide an opportunity for a person to work on a
24 half-time basis. Half-time may be equivalent to one-half (1/2) of the days of
25 service required of a full-time employee or one-half (1/2) of the hours required
26 daily of a full-time employee.

27 2. Requirements.

28 A half-time position is to be initiated by the employee through a written notice of
29 intent on or before April 15 of the preceding school year. The written request
30 shall be predicated upon District staff needs as determined by the
31 Superintendent or designee. Any person who qualifies may apply for half-time
32 employment in Santee School District. A prorated amount will be paid by the
33 employee and the District to State Teachers' Retirement System.

34 A contract may be shared by two (2) persons wishing half-time employment. It
35 is the responsibility of the employee to recruit an individual to participate in
36 contract sharing. The recommendation of two (2) persons wishing to share a
37 contract will be considered by the Human Resources Department. A person
38 wishing to move from half-time to full-time employment may do so if it is
39 determined by the Administrator for Human Resources, to be in the best interest
40 of the District and available positions are open.

41 3. Compensation.

1 Salary will be on a prorated share of the salary an employee would earn had
2 employee not elected to exercise the option of half-time employment.

3 4. Longevity Advances.

4 Tenured employees who are on a half-time assignment and who work at least
5 fifty percent (50%) of the required working days will receive credit for a full step
6 on the salary schedule. Probationary employees must work at least seventy-
7 five percent (75%) of the number of required working days to receive credit for a
8 full step on the salary schedule.

9 5. Leaves.

10 The employee on a half-time assignment will receive sick leave and personal
11 necessity leave on a prorated basis.

12 6. Fringe Benefits.

13 Beginning with the 2005-2006 school year, an employee entering into a new
14 partial FTE assignment will receive prorated fringe benefits equivalent to the
15 fraction of full-time service as outlined in "Employee Benefits."

16 Employees currently in a partial FTE assignment will continue to receive benefit
17 coverage as designated at the end of the 2004-2005 school year until they are
18 no longer employed in a partial FTE assignment.

19 Employees currently on leave from a partial FTE assignment who return from
20 leave for the 2005-2006 school year will continue to receive benefit coverage as
21 designated at the end of the 2004-2005 school year during the 2005-2006
22 school year. Employees on leave from a partial FTE assignment during the
23 2004-2005 school year who do not return from leave for the 2005-2006 school
24 year will receive prorated benefits upon returning from leave as outlined in this
25 agreement.

26 7. Professional Responsibility.

27 An employee on a half-time teaching assignment will be expected to participate
28 in professional responsibilities such as, but not limited to, the following:

- 29 a. Parent/faculty meetings and activities.
- 30 b. Open House/Back to School Night.
- 31 c. Public school observances.
- 32 d. Supervision of students at school sponsored or approved activities such
33 as field trips, athletic events, and student body activities.
- 34 e. Extended professional meetings.
- 35 f. Parent/teacher conferencing.
- 36 g. Report card preparation.

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38 3/90-SSD/STA

39 12/04-SSD/STA

40 1/16-SSD/STA

41 10/19-SSD/STA

ARTICLE XV
SALARY PROVISIONS

A. Salary Schedule

Employees shall be compensated according to the provisions of this article and the Certificated Non-management Salary Schedule. No employee shall receive "over schedule" pay for the one hundred eighty-five (185) day work year specified by this Agreement. Employees who serve more working or less working days than the number of working days for their job classification or assignment shall receive only an amount of salary that bears the same ratio to the established annual salary for the position as the number of working days they serve bears to the number of working days required for their job classification or assignment.

B. Length of School Year

At the sole discretion of the District, a work year of up to one hundred eighty-five (185) working days may be established. Up to the equivalent of two and 1/2 (2.5) working days may be set aside by the District for faculty meetings and professional development activities, the dates for which shall be determined by the District. Professional development activities on these days shall include time for grade level and content area collaboration. At least two and 1/2 (2.5) days shall be reserved for teacher preparation activities. Employees who serve more working days or less working days than the number of working days established at the beginning of the school year shall receive only an amount of salary that bears the same ratio to the established annual salary for the position as the number of working days they serve bears to the number of working days established for their job classification at the beginning of the school year. If the state provides increased funding for lengthening the school year, the District, at its discretion, may increase the number of working days for employees. Employees will receive their regular per diem rate for any additional days added to their work year.

The District may extend the work year of School Psychologists, Speech-Language Pathologists, and/or Resource Specialists by up to ten (10) additional days upon mutual agreement of the respective employee. Pay for additional days shall be at daily rate as per Article XV, "Salary Provisions", "Salary Schedule."

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C. Earned Anniversary Increment

Employees who have reached their 18th, 21st, and 24th steps on the Certificated Non-management Salary Schedule in Classification IV will be eligible to receive the anniversary increment. Employees who have reached their 18th, 21st, 24th, and 26th steps on the Certificated Non-management Salary Schedule in Classification V will be eligible to receive the anniversary increment. Employees who have reached their 18th, 21st, 24th, 26th, and 28th steps of the Certificated Non-management Salary Schedule in Classification VI will be eligible to receive the anniversary increment.

//// 5/92-SSD/STA

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1 D. Employee Mileage Reimbursement
2 Upon the approval of the District Superintendent, employees who are required to travel
3 in the course of their employment may receive mileage reimbursement. The rate of
4 reimbursement will be at the IRS approved rate. Mileage allowance shall be granted
5 from the first (1st) duty station of the day to other authorized locations as part of the
6 regular day's work.

7 E. Compensation Increase for 2022-23
8 Salary Schedule Increases for 2022-23:
9 • 6.75% increase to the 2022-23 salary schedule effective July 1, 2022

10 F. Reimbursement for teachers hired on or after July 1, 2016 who are new to the teaching
11 profession and who successfully complete a State required Beginning Teacher Support
12 and Assessment (BTSA) program up to \$2,500, provided the teacher obtains
13 permanency in the District.

14 //// 7/13-SSD/STA

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16 G. 10/12 Pay Option
17 Unit members shall be considered as participating in the 10-pay plan unless a request is
18 made for the 12-pay option as follows:

- 19 1. Using a district form, unit members may submit a request to select a payroll
20 payment option.
- 21 2. Such requests shall not be revocable during the school year.
- 22 3. Employee selection will remain in effect for each succeeding year until the
23 employee notifies the Business Services Department. All changes to payroll
24 payment options must be received in Business Services prior to July 1 for the
25 succeeding year.

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ARTICLE XVI
EMPLOYEE BENEFITS

A. General Provisions

For the duration of this agreement, the District agrees to provide an annual cap of \$12,000, prorated for the fraction of full-time service rendered, for the cost of health benefits for employee use. The District will provide the following selection for coverage from companies designated by the District for each full-time employee:

1. Health insurance (employee-only)
2. Life insurance (\$50,000)
3. Vision (employee-only)
4. Dental insurance. Employees will be offered an opportunity to enroll in one (1) of the following dental plans:
 - a. Employee-only
 - b. Prepaid dental program for employee and dependents which will be offered and implemented contingent upon seventy-five percent (75%) of employees choosing to participate in this plan enrolling their dependents.

5. The lifetime cap on benefits eligibility shall be extended to two million dollars (2,000,000).

6. The employee will be responsible for any cost(s) beyond the cap for selected coverage. The health insurance plans offered shall include copayment prescription benefits. In addition to the above coverages and provisions, each employee may choose one (1) of the following options:

Option No. 1 - Dependent Coverage.

For those employees who choose this option, in addition to the coverages and provisions listed under Article XVI, "Employee Benefits," A. "General Provisions," for each full-time employee who purchases dependent health coverage through one (1) of the District-offered plans, the District will pay the premium cost of one (1) dependent not to exceed the monthly maximum contribution specified in Section A above. If an employee's spouse is also an employee of the Santee School District and the spouse is receiving a benefit allotment for dependent coverage, the two (2) allotments may be combined and applied toward the premium cost for dependents. However, if dependent allotments are combined, at no time shall the total of the two (2) allotments exceed the actual premium cost of the coverage provided.

Option No. 2. - Discretionary Purchases

1. Cancer insurance
2. Income protection
3. Section 125, Flexible Spending Account
4. Received as compensation

* Beginning with the 2007 Benefit Year, for those employees who choose this option, in addition to the coverage and provisions listed under Article XVII "Employee Benefits," A.

1 “General Provisions,” the District will contribute for each employee from their unused
2 benefit monies up to forty dollars (\$40) per month (four hundred and eighty [\$480] per
3 benefit year) toward one (1) of the plans listed under Option No. 2 - Discretionary
4 Purchases.

5 B. Unused Benefit Monies

6 Any unused benefit monies will remain the property of the District.

7 C. Benefit Year

8 For purposes of this article, a benefit year shall be defined as a one (1) year period of
9 time in accordance with Health Plan provider requirements.

10 D. New Employees

11 New employees shall qualify for benefits on the first (1st) day of the month following the
12 effective date of employment.

13 E. Prorated Benefits.

14 New employees shall earn a prorated share of the annual benefit allowance. The
15 prorated share will be one-twelfth (1/12) of the annual benefit allowance per month from
16 the date the employee qualifies for benefits until the end of the month preceding the first
17 qualifying month of the next school year.

18 F. Benefit Year Qualification

19 Those bargaining unit members who are in benefit-paid status for at least 75% of the
20 days of the work year shall receive a prorated share of the annual benefit allowance.
21 The prorated share will be one-twelfth (1/12) of the annual benefit allowance per month
22 from the date the employee qualifies for benefits until the end of the month preceding
23 the first month the employee becomes eligible for benefits of the next school year. Other
24 bargaining unit members who do not meet the above conditions shall have their benefits
25 end at the end of their last month of employment.

26 G. Benefit Selection Sheets

27 Each year no later than May 15, every employee who qualifies for benefits is required to
28 turn in to the Human Resources Department the benefit selection form provided by the
29 District. This form authorizes the District to enroll in and/or continue benefit selections
30 for employees. This form must be turned in regardless of whether or not there are any
31 changes in an employee’s benefit program. It is the individual employee’s responsibility
32 to comply with the provisions of this section, and failure to do so may result in a
33 reduction of the total benefit allowance for the employee. If an employee wishes to
34 change and/or add any benefits, he/she must pick up the appropriate forms from the
35 Human Resources Department and include them with the benefit selection form which is
36 submitted by the May 15 deadline.

37 H. Certificated Non-management Employee Flexible Spending Account Plan

38 The District flexible spending account plan has been designed to meet Internal Revenue
39 Service (IRS) guidelines as a “cafeteria plan” under IRS Section 125. The flexible
40 spending account plan allows the certificated non-management employee the option of
41 extending and/or paying for (1) additional health benefits, (2) some health care not

1 covered by other benefit plans, and (3) some dependent care expenses by placing a
2 portion of his/her salary into special accounts.

3 1. Intent of the Flexible Spending Account Plan.

4 Neither the District nor the Association provides tax advice to employees in
5 regard to their participation in the flexible spending account plan. It is up to the
6 individual employee to choose to participate or not participate in this plan and to
7 determine the level of participation. The intent of offering the plan is to provide a
8 cafeteria plan which complies with IRS regulations. This benefit (the flexible
9 spending account plan) is bound by IRS guidelines.

10 2. Flexible Spending Accounts.

11 There shall be three flexible spending accounts available for the certificated
12 non-management employee. These accounts will be:

- 13 a. Premium Conversion Account
- 14 b. Dependent Care Account
- 15 c. Medical Reimbursement Account

16 Participation in any or all of the above accounts is an option to be decided by
17 each employee. The amounts directed into these accounts are at the discretion
18 of the employee and must be within the guidelines set by the Internal Revenue
19 Service. It shall be the employee's responsibility to participate in yearly open
20 enrollment periods and to notify the District, with appropriate District-supplied
21 forms, as to the exact amounts of the deductions directed toward each flexible
22 spending account. Employees may choose to increase, decrease, or stop
23 participation during an annual open enrollment period.

24 Flexible spending accounts may be changed only during the annual open
25 enrollment period unless the employee has a change in family status during the
26 year. A change in family status includes marriage or divorce, birth or adoption,
27 death, or the termination of the employee's spouse's employment.

28 3. Forfeiture of Funds.

29 If an employee does not use all funds in his/her flexible spending account during
30 the benefit year (July 1 through June 30), those funds remaining in a flexible
31 spending account must be forfeited in accordance with current tax laws. In the
32 event that there are funds in employees' flexible spending accounts after the
33 end of the benefit year, those funds will be forfeited and applied toward the
34 costs of operating the plan.

35 4. Administration of Plan.

36 The District shall assume the costs of administering the plan.

37 I. Insurance Plan

38 Enrollment requirements, eligibility requirements, and other specific rules and
39 regulations governing participation in all District-offered insurance plans are subject to
40 the rules and regulations established by the insurance carriers.

41 J. Retirement

- 1 1. Retired Employee Medical Benefits.
- 2 Employees retiring shall be eligible and may apply for paid medical insurance
- 3 benefits on the following basis:
- 4 a. The employee must have the equivalent of fifteen (15) years of full
- 5 service with Santee School District, the last five (5) years of which must
- 6 be consecutive and has reached or passed the age of fifty-five (55)
- 7 years.
- 8 b. The District shall pay for the cost of single coverage for the retiree in
- 9 one of the medical plans provided by the District, whichever the
- 10 employee was insured by during the last year of employment or a
- 11 successor thereto, up to the annual cap specified in Section A of this
- 12 article in effect at the time the employee retires from the District. The
- 13 retiree will be responsible for any additional cost beyond the District
- 14 contribution including the currently established fee of 2% and be subject
- 15 to District and/or plan regulations.
- 16 c. Retirees may change carriers during the open enrollment period.
- 17 Through June 30, 2011, the District coverage will only provide up to the
- 18 cost of the medical benefits plan as established at the time of
- 19 retirement. Beginning July 1, 2011, the District will pay the cost of single
- 20 coverage for the retiree in the medical plan a retiree changes to during
- 21 an open enrollment period subsequent to July 1, 2011 up to the annual
- 22 cap specified in Section A of this article in effect at the time the
- 23 employee retires from the District. The retiree will be responsible for any
- 24 additional cost beyond the District contribution including the currently
- 25 established fee of 2% and be subject to District and/or plan regulations.
- 26 d. The District will continue to provide this coverage until the retiree
- 27 reaches the age of sixty-five (65), or is eligible for Medicare, whichever
- 28 comes first, as long as the retiree remains current on paying their
- 29 portion of costs (no more than thirty (30) calendar days past the date
- 30 the District remits payment to the vendor) in accordance with Board
- 31 policy.
- 32 e. Employees retiring may enroll dependents under the following
- 33 conditions:
- 34 1) The dependent(s) must have been enrolled prior to the effective
- 35 date of retirement.
- 36 2) Rates and other conversion requirements for dependent
- 37 coverage are at the discretion of the insurance company.
- 38 3) The retiree shall be responsible for the full cost of dependent
- 39 coverage including the currently established fee of 2%.

40 K. Opt-Out Provision

41 Employees wishing to participate or continue in the benefit opt-out provision must follow

1 established District rules each year regarding written proof of other insurance coverage.
2 A Medical Insurance Waiver Form must be submitted to the District's Human Resource
3 Department, Benefits and Risk Management Specialist, during the Open Enrollment
4 period. Employees who do not provide the required documents within the specified open
5 enrollment period each year will lose their ability to participate in the benefit opt-out
6 provision for that year.

7 Benefit opt-out participation may be limited by the insurance provider. In such cases,
8 limitations/ exclusions will be applied beginning with the newest participants and
9 continue to those who have participated the longest.

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ARTICLE XVII
PAYROLL DEDUCTIONS

1 A. Procedure

2 The District will deduct from the pay of Association members and pay to the Association
3 the normal and regular monthly Association membership dues as authorized in writing
4 by the employee on an Association membership form, subject to the following
5 conditions:

6 1. Such deduction shall be made only upon submission of an Association
7 membership form to the designated representative of the District, duly
8 completed and executed by the employee and the Association.

9 2. The District shall not be obligated to put into effect any new, changed or
10 discontinued deduction until the pay period commencing fifteen (15) days or
11 more after such submission.

12 3. Upon return from a leave of absence, Association members shall submit an
13 Association membership form authorizing the District to deduct the normal and
14 regular monthly Association membership dues.

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**ARTICLE XVIII
EARLY RETIREMENT**

1 A. During the term of the Agreement, upon subsequent written mutual agreement of the
2 Parties, the District may implement early retirement incentive programs in various forms
3 for bargaining unit members meeting specified criteria in order to achieve overall budget
4 savings.

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ARTICLE XIX
SAFETY

1 A. General Provisions

2 The District shall provide safe working conditions for all employees within the fiscal
3 capabilities of the District to provide continuous administrative monitoring of working
4 conditions. Both parties agree that the responsibility for safe working conditions is that
5 of the Board, and responsibility for the maintenance of safe procedures and practices is
6 that of the employee. The District shall provide each employee with classroom access
7 to a form of electronic communication (i.e., walkie talkie, telephone, intercom) for use
8 during the workday.

9 //// 5/00-SSD/STA

10 B. In the Event of an Accident

11 In the event of an accident, an appropriate form (report) must be completed and filed
12 with the Office of Business Services by the end of the next working day.

13 C. Workers' Compensation

14 All employees are covered by workers' compensation insurance. If a member of the
15 staff is injured while at school or on school business, the accident shall be reported to
16 the principal or immediate supervisor within twenty-four (24) hours.

17 D. Unsafe Working Conditions

18 All employees are responsible for reporting unsafe equipment or working conditions to
19 their immediate supervisor within twenty-four (24) hours. This must be done in writing
20 on an appropriate report form or email with the nature and location of unsafe condition,
21 labeled with the heading in subject line "unsafe working conditions". The District shall
22 respond to the employee in writing within five (5) working days as to the action taken or
23 the status.

24 //// 6/21-SSD/STA

25 Employees shall immediately report cases of assault, rape, robbery, or emotional harm
26 due to an act of violence suffered by them in connection with their employment to their
27 supervisor. The supervisor and employee shall immediately report the incident to legal
28 authorities. Notification of such incident shall be immediately forwarded to the
29 Superintendent, and the District shall respond in writing to the employee within five (5)
30 working days as to the action taken.

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ARTICLE XX

DISCIPLINE OF EMPLOYEES

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A. General Provisions

This article was entered into pursuant to Section 3543.2(b) of the Government Code. An employee will be disciplined by the District for just cause. The term "discipline" shall include but not be limited to such action as suspension without pay, reduction in salary, loss of extra compensation, involuntary transfer or involuntary change in assignment, but shall not include dismissal. A verbal and/or written reprimand will normally precede a discipline. The term "discipline" specifically does not include adverse or negative evaluations, warnings, directives and the implementation of other articles in the Agreement such as the denial of any leave.

B. Reasons for Discipline

Among the reasons that may be deemed sufficient for discipline are the following:

1. Repeated, unexcused absences.
2. Repeated, unexcused tardiness.
3. Failure to perform regular or other assigned duties.
4. Conviction of any criminal act involving moral turpitude.
5. Disorderly or immoral conduct while in a paid status.
6. Violation of any lawful order by a supervisor.
7. Insubordination of any kind.
8. Incompetency, ineffectiveness, or inefficiency in performance of duties.
9. Intoxication while on duty.
10. Illegal use of narcotics or drugs.
11. Damage to or waste of District property or supplies due to negligence or willful acts.
12. Violation of any of the District's regulations regarding duties, conduct, or performance of an employee.
13. Willful conduct tending to injure the public service.

The District agrees to develop a brochure for employees delineating examples for section B. This brochure will present samples only and is not intended to be exhaustive.

////-5/16-SSD/STA

C. Procedures for Discipline

Prior to the taking of discipline, the Superintendent or designee shall give written notice to the employee. This written notice of proposed disciplinary action shall be served by mail or personal delivery to the employee at least ten (10) calendar days prior to the date when discipline may be imposed. In emergency situations where it is deemed appropriate to remove the employee immediately, the employee shall not lose compensation prior to the date when discipline may commence. Loss of compensation

1 in all cases may occur after the tenth (10th) calendar day following the date written
2 notice was served. The written notice of the proposed disciplinary action shall be served
3 by personal delivery or by certified mail. Service by certified mail shall be deemed
4 complete on the date of mailing. The contents of the written notice shall include at least
5 the following:

- 6 1. A statement identifying the District.
- 7 2. A statement in ordinary and concise language of the specific acts and omissions
8 upon which the proposed disciplinary action is based.
- 9 3. The specific disciplinary action proposed and effective date(s).
- 10 4. The cause(s) or reason(s) for the specific disciplinary action proposed.
- 11 5. A copy of the applicable regulation(s) where it is claimed a violation of
12 regulation(s) took place.
- 13 6. A statement that the employee has the right to respond to the matters raised in
14 the written notice both orally and in writing, including the submission of
15 affidavits, prior to the end of the ten (10) calendar days following the date the
16 written notice was served.
- 17 7. A statement that the employee, upon request, is entitled to appear personally
18 before the Superintendent or designee regarding the matters raised in the
19 written notice prior to the end of the ten (10) calendar days following the date
20 the written notice was served. At such meeting the employee shall be granted a
21 reasonable opportunity to make any representations the employee believes are
22 relevant to the case.
- 23 8. A statement that the employee, upon written request, is entitled to a full
24 evidentiary hearing before a hearing officer, or may file a grievance before any
25 disciplinary action is final. The statement shall indicate that the proposed
26 disciplinary action may commence after the ten (10) calendar days following the
27 date the written notice was served. The statement also shall indicate that no full
28 evidentiary hearing shall take place unless a written demand for such a hearing
29 is delivered to the Superintendent within the (10) calendar days after the date
30 the written notice of proposed disciplinary action was served.

31 D Evidentiary Hearing

- 32 1. The employee in the bargaining unit shall receive a full evidentiary hearing on
33 the proposed disciplinary action only if a written demand for such a hearing is
34 delivered to the Superintendent within ten (10) calendar days of the written
35 notice of proposed disciplinary action. In the absence of a demand for a full
36 evidentiary hearing, the Superintendent shall act upon the charges after the time
37 period for hearing demand has expired.

1 By demanding a hearing, the employee waives all rights under the Grievance
2 Procedure in this Agreement. If the employee does not demand a hearing, the
3 employee may file a grievance at Level II on the discipline pursuant to the
4 Grievance Procedure.

- 5 2. The full evidentiary hearing shall be conducted before a hearing officer. The
6 hearing officer shall be mutually selected by the employee and the
7 Superintendent. If there is no mutual agreement between the parties after ten
8 (10) calendar days, a hearing officer shall be selected pursuant to the procedure
9 for selection of an arbitrator.

10 Such hearings shall take place within a reasonable period of time but not before
11 five (5) calendar days after the filing of a request for a hearing. Hearings will be
12 presided over by the hearing officer. The employee shall have a right to appear
13 in person on his own behalf, with counsel or such representation as he requests
14 to represent his defense.

- 15 3. The hearing officer shall conduct the hearing and shall rule on questions,
16 evidence, and procedure.

17 Either party may call witnesses, introduce evidence, testify, and question
18 witnesses.

19 The District has the burden of proof and shall first present evidence and
20 testimony.

21 Normal procedures shall be followed; i.e., charging party presentation, defense
22 cross-examination, defense presentation, charging party cross-examination and
23 rebuttal evidence from each party. Hearings will be recorded at the request of
24 either party with such expense being borne equally by the parties.

- 25 4. The recommendation of the hearing officer shall be submitted to the
26 Superintendent and shall be in writing summarizing the facts, setting forth
27 findings, and making a recommended decision. The decision by the hearing
28 officer shall be final unless the Superintendent, within five (5) work days
29 following receipt of the decision, determines to review further the proceedings of
30 the hearing with a view toward making his own findings and conclusions in the
31 matter. The findings and conclusions of the Superintendent will be made within
32 thirty (30) days after the decision to review the matter, and such findings and
33 conclusions will be final.

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ARTICLE XXI
CONTRACT PROVISIONS

A. Savings Provision

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

B. Support of Agreement

The District and Association support this Agreement for its term. By mutual consent, the Association and District may seek change in any article.

C. Effect of Agreement

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over state laws to the extent permitted by state law.

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8/00-SSD/STA

1 **ARTICLE XXII**

2 **PROHIBITION OF CONCERTED ACTIVITIES**

3 It is agreed and understood that there will be no strike, work stoppage, slowdown,
4 picketing or refusal or failure to fully and faithfully perform job functions and
5 responsibilities or other interference with the operations of the District by the Association
6 or by its officers, agents, or employees during the term of this Agreement, including
7 compliance with the request of other labor organizations to engage in such activity.

8 The Association recognizes the duty and obligation of its representatives to comply with
9 the provisions of this Agreement and to make every effort toward inducing all employees
10 to do so. In the event of a strike, work stoppage, slowdown, or other interference with
11 the operations of the District by employees who are represented by the Association, the
12 Association agrees in good faith to take all necessary steps to cause those employees
13 to cease such action.

14 It is agreed and understood that any employee violating this article may be subject to
15 discipline up to and including termination by the District. It is understood that in the
16 event this article is violated, the District shall be entitled to withdraw any rights,
17 privileges, or services provided for in this Agreement or in District policy from any
18 employee and/or the Association.

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20 9/83-SSD/STA

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1 **ARTICLE XXIII**

2 **TERM**

3 A. General Provisions

4 This agreement shall be for three years – July 1, 2020 - June 30, 2023. For the term of
5 this contract there shall be re-openers of salary and benefits plus three (3) articles of
6 each party’s choice. By mutual consent, the Association and the District may seek
7 change in any article. The Agreement shall remain in full force and subject to change or
8 amendment by the parties through implementing the following procedure:

- 9 1. The Association and the District agree that unless otherwise mutually agreed to,
10 either party will notify the other in writing by March 1 of its request to modify or
11 amend the Agreement.
- 12 2. In the event that neither party gives appropriate written notice to the other of its
13 desire to modify, amend, or terminate specific provisions within the specified
14 time limitations, the Agreement shall remain in full force and effect for at least
15 another year.
- 16 3. After appropriate written notice pursuant to the above paragraph has been
17 received and the public notice provisions of Chapter 10.7 of Government Code
18 have been met, the parties agree to meet and negotiate in good faith on specific
19 provisions to be modified, amended, or terminated.
- 20 4. At the conclusion of the class size task force, both parties will meet and
21 negotiate in good faith, article IX Class Size.
- 22 5. For the 2020-21 and 2021-22 school years, if the CSEA bargaining unit receives
23 a compensation increase (which includes monies for Health and Welfare),
24 greater than that provided to the teachers’ bargaining unit, the teacher
25 bargaining unit shall be adjusted to reflect that percentage increase.
- 26 6. Article XV – Salary Provisions shall be closed for the 2021-22 school year.

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29 12/04-SSD/STA

30 6/07-SSD/STA

31 7/13-SSD/STA

32 1/16-SSD/STA

33 10/19-SSD/STA

34 7/21-SSD/STA

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Santee School District
 Certificated Salary Schedule
 2022-23

Step	Class I		Class II		Class III			Class IV		Class V		Class VI		
	BA		BA+15		BA+30			BA+45 or MA		BA+60 or MA+15*		BA+75 with MA or MA+30*		
1	1.000	48,666	1.05	51,099	1.110	◇ (58,493)	54,019	1.18	◇ (58,493)	57,426	1.260	61,319	1.35	65,699
2	1.035	50,369	1.09	53,046	1.155	◇ (58,493)	56,209	1.23		59,859	1.315	63,996	1.41	68,619
3	1.070	52,073	1.13	54,993	1.200	◇ (58,493)	58,399	1.28		62,292	1.370	66,672	1.47	71,539
4	1.105	53,776	1.17	56,939	1.245		60,589	1.33		64,726	1.425	69,349	1.53	74,459
5	1.140	55,479	1.21	58,886	1.290		62,779	1.38		67,159	1.480	72,026	1.59	77,379
6	1.175	57,183	1.25	60,833	1.335		64,969	1.43		69,592	1.535	74,702	1.65	80,299
7	1.210	58,886	1.29	62,779	1.380		67,159	1.48		72,026	1.590	77,379	1.71	83,219
8	1.245	60,589	1.33	64,726	1.425		69,349	1.53		74,459	1.645	80,056	1.77	86,139
9	1.280	62,292	1.37	66,672	1.470		71,539	1.58		76,892	1.700	82,732	1.83	89,059
10	1.315	63,996	1.41	68,619	1.515		73,729	1.63		79,326	1.755	85,409	1.89	91,979
11	1.350	65,699	1.45	70,566	1.560		75,919	1.68		81,759	1.810	88,085	1.95	94,899
12	1.385	67,402	1.49	72,512	1.605		78,109	1.73		84,192	1.865	90,762	2.01	97,819
13								1.78		86,625	1.920	93,439	2.07	100,739
14								1.83		89,059	1.975	96,115	2.13	103,659
15								1.88		91,492	2.030	98,792	2.19	106,579
+18								1.93		93,925	2.080	101,225	2.24	109,012
+21								1.98		96,358	2.130	103,658	2.29	111,445
+24								2.03		98,791	2.180	106,091	2.34	113,878
+26											2.230	108,524	2.39	116,311
+28													2.44	118,744

Military Service:	A maximum of one year of military service may be allowed as prior experience credit.
Previous Experience:	Beginning July 1, 2015 a maximum of seven (7) years of teaching experience will be allowed as prior credit. Each July 1st thereafter, the allowable credit will increase by one year until it reaches a maximum of ten (10) years. This includes military service and service in the Peace Corps.
Policy of the Board:	One year of credit will be given for 75% or more of regular teaching in any one school during a school year.
*Note:	Units to be earned subsequent to MA degree.
+Anniversary Increment:	Classification I, Step 1 is the basis for computing longevity rate. 5% of Classification I, Step 1 has been added at the 18th, 21st, and 24th step for Classification IV; at the 18th, 21st, 24th, and 26th step for Classification V; and at the 18th, 21st, 24th, 26th, and 28th step for Classification VI.
Stipend Rate:	The basis for computing the stipend rate is Classification III, Step 1 before application of the Minimum Salary. This amount will receive any negotiated annual cost of living adjustment.
◇Minimum Salary:	Ed. Code 45023.1 Minimum Beginning Teacher Salary. Criteria for minimum salary: 1) Hold a valid California teaching credential, not including an emergency permit, intern certificate or credential, or waiver; 2) Possess a baccalaureate or higher degree; and 3) Receive a salary paid through the general fund of the district or county office. In 2002-03, the annual cost of living adjustment of 2.0% was applied to the beginning teacher minimum salary which established the salary at \$43,803. Per side letter of agreement dated September 7, 2001, salary schedule steps III-1, III-2, III-3, and IV-1 were created to be the same amount, thereby accelerating the annual step increments of years two and three to the first year of Class III.
Administrative Intern:	The Administrative Intern job description was approved by the Board of Education on June 1, 2010, to allow certificated non-management employees with an administrative credential or enrolled in an administrative credential program to provide administrative support services under the supervision of the site administrator. There is no salary adjustment for Administrative Interns, as salary for Administrative Interns is the same as their certificated salary.

Board Approved: 2/7/2023 - 6.75% applied to 2021-22 salary schedule; longevity from step 30 to 28 and step 27 to 26

Effective Date: 7/1/2022

SANTEE SCHOOL DISTRICT
GRIEVANT'S STATEMENT - LEVEL I
IMMEDIATE SUPERVISOR

Section A.

Employee _____ Date _____
Last Name First Middle

School/Department _____ Position _____

Section B. Grievant's Statement

(This statement shall be a clear concise statement of the grievance, the circumstances on which the grievance is based, the persons involved, the decision rendered at the informal conference, the remedy sought, and an outline of actions taken to adjust the grievance.)

Section C. Alleged Violation

(Please identify area of content- article, section or subsection violated.)

Remedy Sought: _____

Name of Employee Representative, if any: _____

Grievant's signature

Cc: Employee
Assistant Superintendent, Human Resources
Superintendent
Supervisor
Association

SANTEE SCHOOL DISTRICT
IMMEDIATE SUPERVISOR'S RESPONSE TO GRIEVANCE, LEVEL I

Section A.

To: _____ Date _____
Name of Grievant
School/Department _____ Position _____

Section B.

From: _____
Immediate Supervisor Position School/Department

Section C.

Immediate supervisor's response to alleged contract violation as specified in grievant's statement dated _____

Decision Rendered:

Immediate Supervisor's Signature

Cc: Employee
Assistant Superintendent, Human Resources
Superintendent
Supervisor
Association

SANTEE SCHOOL DISTRICT
GRIEVANT'S APPEAL - LEVEL II
ASSISTANT SUPERINTENDENT OF HUMAN RESOURCES

Section A.

Employee _____
Last Name First Middle

Date _____

School/Department _____

Position _____

Section B. Statement of Appeal

Please state specific reason for appeal. (Add any additional information that may be helpful in resolving the grievance.)

Section C.

Name of Employee Representative: _____

Appellant's Signature

Cc: Employee
Assistant Superintendent, Human Resources
Superintendent
Supervisor
Association

SANTEE SCHOOL DISTRICT
ASSISTANT SUPERINTENDENT OF HUMAN RESOURCES
RESPONSE TO GRIEVANCE, LEVEL II

Section A.

To: _____
Name of Grievant

Date _____

School/Department _____

Position _____

Section B.

Assistant Superintendent of Human Resources' response to alleged contract violation as specified in grievant's statement dated _____

Decision Rendered:

Assistant Superintendent's Signature

Cc: Employee
Assistant Superintendent, Human Resources
Superintendent
Supervisor
Association

SANTEE SCHOOL DISTRICT
GRIEVANT'S APPEAL - LEVEL III
MEDIATION

Section A.

Grievant _____ Date _____
Last Name First Middle

School/Department _____ Position _____

Section B. Statement of Appeal

Please state specific reason for appeal and all information pertaining to the grievance.

Section C.

Complete this section only if invoking Level III of the grievance procedure. If you wish to waive to Level III and proceed to Level IV, use section D.

Signature of Appellant

Name of Representative

Section D.

Complete this section only to state preference of waiving Level III of the grievance procedure.

It is my desire that Level III of the grievance procedure be waived and that this appeal proceeds to Level IV.

Signature of Appellant

Association President

- Cc: Employee
Assistant Superintendent, Human Resources
Superintendent
Supervisor
Association

SANTEE SCHOOL DISTRICT
ASSISTANT SUPERINTENDENT OF HUMAN RESOURCES
RESPONSE FOLLOWING MEDIATION, LEVEL III

Section A.

To: _____
Name of Grievant

Date _____

School/Department _____

Position _____

Section B.

Assistant Superintendent of Human Resources' response to level III (mediation).

Decision Rendered:

Assistant Superintendent's Signature

Cc: Employee
Assistant Superintendent, Human Resources
Superintendent
Supervisor
Association

Human Resources 10/99

SANTEE SCHOOL DISTRICT
ASSOCIATION APPEAL - LEVEL IV
ARBITRATION

Section A.

Grievant _____ Date _____
Last Name First Middle

School/Department _____ Position _____

Section B. Statement of Appeal

Please state specific reason for appeal.

Association President

Cc: Employee
Assistant Superintendent, Human Resources
Superintendent
Supervisor
Association

Human Resources 10/99

CERTIFICATED NON-MANAGEMENT GUIDELINES INTRODUCTION

A joint committee of Santee Teachers Association members and Santee District Management Team members has developed these evaluation procedures and forms.

Purpose

The purpose of the evaluation process is to provide an ongoing process based on formal and informal observation, pre- and post-conferences, and performance of other professional responsibilities.

Goal

The goal of the evaluation process shall be to improve instruction and promote professional growth. Performance of all certificated non-management employees shall be evaluated on the basis of the Santee School District Teacher Expectations and the California Standards for the Teaching Profession.

Employees to be Evaluated

Permanent certificated non-management employees shall be evaluated no less than the following schedule:

Level 1: Years 1-3 (Probationary and first tenured year)	Annually
Level 2: Years 5, 7, 9	Every two (2) years
Level 3: Years 10 and over	Every five (5) years

Additionally, employees transferring to a new site or position will be evaluated the first year of the new assignment before moving to Level 2 or Level 3 based upon years in the district. An Administrator may choose to evaluate a certificated non-management employee outside of this schedule based upon need.

If a permanent certificated non-management employee is evaluated during a year in which he or she shares a contract with another teacher and the employment period is during the second semester, the employee will be notified by the supervisor of intent to evaluate within five (5) days upon return to work. Second semester observations and final evaluation timelines will be followed.

Any employee who does not receive a satisfactory evaluation will be evaluated the following year.

Evaluators

The evaluator is usually the evaluatee's immediate supervisor. However, district management may designate a management employee other than the immediate supervisor to serve as an evaluator for certificated non-management employees. If an evaluatee moves to another assignment during the school year, modifications in the evaluation plan may be made.

Tracks

All temporary and probationary certificated non-management employees will use Track I Guidelines. All permanent certificated non-management employees receiving satisfactory evaluations as measured against the Santee School District Teacher Expectations and the California Standards for the Teaching Profession and previous evaluations will use Track II observations or the Alternative Evaluation System Guidelines. The use of the Track II Alternative Evaluation System will be mutually agreed upon. All permanent certificated non-management employees who have documented problems and are in need of assistance will use the Assistance Plan.

Goal Setting

The Santee School District Teacher Expectations and the California Standards for the Teaching Profession will serve as a standard to evaluate all certificated non-management employees. The evaluatee and evaluator will mutually identify standards and develop criteria for measuring progress toward meeting the goals that will promote student learning and professional competence.

If mutual agreement cannot be reached, the evaluator will select two (2) standards or goals and the evaluatee will select two (2) standards or goals. The goals, and criteria for measuring progress toward the goals, will be recorded on the Pre-Evaluation Form.

The Mid-Year Evaluation- Track I and Assistance Plan Employees

Prior to December 15, a mid-year conference will be held with the evaluatee and evaluator to discuss the evaluatee's progress in attaining goals. The evaluator will discuss formal and informal observations and the performance of other professional responsibilities as related to the Santee School District Teacher Expectations and the California Standards for the Teaching Profession with the evaluatee. The Mid-Year Evaluation Form containing the summary of the evaluator's formal and informal observations, appraisals and observations related to the performance of other professional responsibilities, and recommendations for improvement will be given to the evaluatee. Any employee who is not satisfactorily meeting Santee School District Teacher Expectations will be informed, and specific recommendations will be given on the Mid-Year Evaluation Form. The employee may attach a statement to the Mid-Year Evaluation Form.

The Final Evaluation Report

Prior to March 1 for Probationary and Temporary employees and May 20 for Permanent Track II employees, the evaluatee and the evaluator will hold a final conference to discuss the attainment of the mutually agreed upon goals. The Final Evaluation Report Form, including dates of formal observations, evaluator's summative report, and recommendations, if needed, will be given to the employee. The summative report will include a summary of:

- Evaluator's formal and informal observations (including dates of formal observations);
- Evaluator's appraisals;
- Evaluatee's performance of other professional responsibilities; and
- Recommendations, if needed.

Any Track II employee who has not satisfactorily met the expectations as stated in the Santee School District Teacher Expectations and the California Standards for the Teaching Profession will be informed that he or she will be re-evaluated the following year. The employee may attach a statement to the Final Evaluation Report.

Personnel File

All evaluation documents will be placed in the employee's personnel file after the employee has had an opportunity to review and comment on the contents of the document.

SANTEE SCHOOL DISTRICT

Teacher Evaluation System

Track I

Temporary, Probationary and 1st Year Tenured Teachers

Temporary Employees	Satisfactory Competency in all six standards	Unsatisfactory Not recommended for continued employment
Probationary Employees Years 1 & 2	Satisfactory Competency in all six standards	Unsatisfactory Not recommended for continued employment
1 st Year Tenured Teachers	Satisfactory Competency in all six standards	Unsatisfactory Placed on an Assistance Plan

Track II

Tenured Teachers

Evaluation Year	Satisfactory Competency in all six standards	Unsatisfactory Not meeting all six standards Placed on an Assistance Plan
Off Year(s)	Satisfactory Competency in all six standards	Unsatisfactory Not meeting all six standards Referred to the evaluation process for specific standards or to the Assistance Plan process

Assistance Plan

Tenured Teachers

Needs to be implemented as soon as possible	Implemented at or after the start of the school year	FOR The remainder of that school year
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THE CALIFORNIA STANDARDS FOR THE TEACHING PROFESSION

<p>Standard One: Engaging & Supporting All Students in Learning</p> <ul style="list-style-type: none"> 1.1 Using knowledge of students to engage them in learning. 1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences, and interest. 1.3 Connecting subject matter to meaningful, real-life contexts 1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse needs. 1.5 Promoting critical thinking through inquiry, problem solving, and reflection. 1.6 Monitoring student learning and adjusting instruction while teaching. 	<p>Standard Two: Creating & Maintaining Effective Environments for Student Learning</p> <ul style="list-style-type: none"> 2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully. 2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students. 2.3 Establish and maintain learning environments that are physically, intellectually, and emotionally safe. 2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students. 2.5 Developing, communicating, and maintaining high standards for individual and group behavior. 2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn. 2.7 Using instructional time to optimize learning.
<p>Standard Three: Understanding & Organizing Subject Matter for Student Learning</p> <ul style="list-style-type: none"> 3.1 Demonstrating knowledge of subject matter and academic content standards. 3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter. 3.3 Organizing curriculum to facilitate student understanding of the subject matter. 3.4 Utilizing instructional strategies that are appropriate to the subject matter. 3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students. 3.6 Addressing the needs of <u>English Learners</u> and students with special needs to provide equitable access to the content. 	<p>Standard Four: Planning Instruction & Designing Learning Experiences for All Students</p> <ul style="list-style-type: none"> 4.1 Using knowledge of students' academic readiness, language proficiency, cultural backgrounds, and individual development to plan instruction. 4.2 Establishing and articulating goals for student learning. 4.3 Developing and sequencing long-term and short-term instructional plans to support student learning. 4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students. 4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students.
<p>Standard Five: Assessing Student Learning</p> <ul style="list-style-type: none"> 5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments. 5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction. 5.3 Reviewing data, both individually and with colleagues, to monitor student learning. 5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction. 5.5 Involving all students in self-assessment, goal setting, and monitoring progress. 5.6 Using available technologies to assist in assessment, analysis, and communication of student learning. 5.7 Using assessment information to share timely and comprehensible feedback with students and their families. 	<p>Standard Six: Developing as a Professional Educator</p> <ul style="list-style-type: none"> 6.1 Reflecting on teaching practice in support of student learning. 6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development. 6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning. 6.4 Working with families to support student learning. 6.5 Engaging local communities in support of the instructional program. 6.6 Managing professional responsibilities to maintain motivation and commitment to all students. 6.7 Demonstrating professional responsibility, integrity, and ethical conduct.



Santee School District

Strategic Plan

Vision, Mission, Belief Statements, and Goals

Adopted May 1, 2012

Santee School District assures a quality education, empowering students to achieve academic excellence and to develop life skills needed for success in a diverse and changing society.

Mission

Santee School District assures a quality education, empowering students to achieve academic excellence and to develop life skills needed for success in a diverse and changing society.

Vision

Santee School District will be an innovative leader in education, inspiring students to realize their unique potential.

Rallying Cry

"Where Young Minds Meet Open Doors"

Belief Statements

Children are our first priority. Therefore we believe...

1. All students can learn.
2. Student growth, academic performance, and positive personal development are the highest measures of student and district success.
3. Trust, integrity, respect, citizenship, honesty, responsibility, commitment, and pride are the foundations on which our district is built.
4. Students should understand and respect the origin of the nation, the law of the land, and the principles of our democracy.
5. Parent and community involvement in our schools is crucial to the academic success of our students.
6. Knowledgeable, motivated, and inspired employees assure the success of our students.
7. Everyone has the right to learn and work in a safe, healthy, orderly, and clean environment.
8. The district operates efficiently and effectively through focused leadership, fiscal responsibility, and open communication, with a strong academic program as the top priority.

Goals

Educational Achievement

Assure the highest level of educational achievement for all students.

Learning Environment

Provide a safe, engaging environment that promotes creativity, innovation, and personalized learning.

Fiscal Accountability

Financially support the vision, mission, and goals of the District by maximizing resources, controlling expenses, and managing assets to ensure fiscal solvency and flexibility.

Staff Development

Implement a staff development plan as the cornerstone of employee performance and growth.

Student Well-Being

Provide social, emotional, and health service programs, integrated with community resources, to foster student character and personal well-being.

Goals Inclusive of Core Strategies

Educational Achievement

- Foreign Language
- Quality Curriculum and Instruction

Staff Development

Student Well Being

- Community Connections

Fiscal Accountability

Learning Environment

- Facilities
- Technology
- Class Size

SANTÉE SCHOOL DISTRICT

Certificated Evaluation

Year at a Glance

TASK	To be completed by:				
	Track I	Track II Level 2	Track II Level 3	Alternative Plan	Assistance Plan
Distribution of Teacher Standards & Evaluation Packet And Notification of intent to evaluate	Oct 1	Oct 1	Oct 1	Oct 1	When Needed or Teacher Prep Week
Initiate or Review Assistance Plan (Assistance Plan can be initiated at any time, however, if known before the beginning of the school year, this date should be met.)					Sept 15
Pre-evaluation Conference & Forms and Alternative Project Proposal & Conference	Oct 15	Oct 30	Oct 30	Oct 15	
Formal Observations 1 & 2	Dec 15	Jan 31			Dec 15
Formal Observation 1			Jan 31		
Mid-Year Evaluation	Dec 15				Jan 31
Mid-Year Reflection				Jan 31	
Formal Observations 3 & 4	March 1	May 20			May 20
Formal Observation 2			May 20		
Final Evaluation & Conference	March 1	May 20	May 20	May 20	May 20

Note: If a date falls upon a weekend or a holiday, the due date is the first working day following that date.

SANTEE SCHOOL DISTRICT

Track I Evaluation

Purpose

Track I is designed to provide teachers with a specific focus in their efforts to develop and strengthen their skills in teaching. The Santee School District Teacher Standards reflect the goals and standards for teacher excellence and sound educational practice as prescribed in the California Standards for the Teaching Profession. These standards assure that quality education is provided for all students and offer an opportunity for continual professional growth for teachers.

Eligibility

- Temporary employee
- Probationary employee
- First Year Tenured employee

Desired Evaluation Outcomes

- Student learning
- Self reflection
- Continued professional development
- Collegiality and collaboration as an effective team member
- Instructional improvement
- Demonstration of Competency

Evaluation Process

The final evaluation is an accumulation of data including, but not limited to:

- Established goals
- Classroom visitations
- Formal and informal observations
- Teacher/supervisor dialogues and conferences
- Evidence/artifacts demonstrating progress toward teacher standards

Mid Year Evaluation

The mid year evaluation is an opportunity for teacher and supervisor to reflect on progress to date, identify areas of strength and make recommendations for further growth. In addition to the data accumulated for the final evaluation, the mid year evaluation includes a formal conference between teacher and supervisor.

Final Evaluation

The final evaluation is an opportunity for teacher and supervisor to reflect on progress for the year, identify areas of strength and make recommendations for further growth. In addition to the data accumulated, the final evaluation includes a formal conference between teacher and supervisor.

SANTEE SCHOOL DISTRICT

Pre-Evaluation Form

Plan to Demonstrate Competency

Track I

Complete four (4) forms, one for each of four (4) State standards

Name	Assignment/ Grade Level	Date
Site		(Include current year) Temporary _____ years Probationary _____ years 1 st Year Tenured

Specific goal(s) addressed by this plan:

Plan for implementation (includes strategies for teacher, timelines, resources or support):

Plan for monitoring progress:

State Standard:

- Engaging and supporting all students in learning - *Standard 1*
- Creating and maintaining effective environments for student learning - *Standard 2*
- Understanding and organizing subject matter for student learning - *Standard 3*
- Planning instruction and designing learning experiences for all students - *Standard 4*
- Assessing student learning - *Standard 5*
- Developing as a professional educator - *Standard 6*

Implementation signatures:

Teacher's Signature: _____ Date _____

Supervisor's Signature: _____ Date _____

Four (4) Pre-Evaluation forms Due Oct 15

FORM 1

Distribution: Evaluator, Evaluatee & Personnel file

SANTEE SCHOOL DISTRICT

Formal Certificated Observation

Track I

To be completed at least four (4) times during the evaluation year

Teacher			Date
Site	Day: M T W Th F	Beginning Time	Duration of Observation
Lesson Objective			Subject of Activity Observed

Observed: It is not anticipated that each area will necessarily be observed in any given observation. Check item if observed. Check specific elements if appropriate.

- Engaging and supporting all students in learning - *Standard 1*
- Creating and maintaining effective environments for student learning - *Standard 2*
- Understanding and organizing subject matter for student learning - *Standard 3*
- Planning instruction and designing learning experiences for all students - *Standard 4*
- Assessing student learning - *Standard 5*
- Developing as a professional educator - *Standard 6*

Supervisor's comments:

Teacher analysis & reflection of student learning:

Post conference comments: _____

Teacher's Signature: _____ Date _____

Supervisor's Signature: _____ Date _____

Evaluatee's signature does not constitute endorsement of evaluator's comments, but acknowledges that an observation has taken place.

FORM 2

Distribution: Evaluator, Evaluatee & Personnel file

SANTEE SCHOOL DISTRICT

Track I

Mid-Year Evaluation

Name		Date
Site	Assignment/ Grade Level	(Include current year) Temporary _____ years Probationary _____ years 1 st Year Tenured

Feedback and recommendations of supervisor:

Satisfactory _____ **Making Progress** _____ **Unsatisfactory** _____

Teacher's Signature: _____ Date _____

You have the option to attach employee comments to this evaluation form.

Supervisor's Signature: _____ Date _____

Form due: December 15

FORM 3

Distribution: Evaluator, Evaluatee & Personnel file

SANTEE SCHOOL DISTRICT

Track I

Final Evaluation

Name		Date
Site	Assignment/ Grade Level	(Include current year) Temporary _____ years Probationary _____ years 1 st Year Tenured

Feedback and recommendations of supervisor:

Satisfactory _____ **Making Progress** _____ **Unsatisfactory** _____

Teacher's Signature: _____ Date _____

You have the option to attach employee comments to this evaluation form.

Supervisor's Signature: _____ Date _____

Form due: March 1

FORM 4

Distribution: Evaluator, Evaluatee & Personnel file

SANTEE SCHOOL DISTRICT

Track II Evaluation

Purpose

Track II is designed to provide teachers with a specific focus in their efforts to develop and strengthen their skills in teaching. The Santee School District Teacher Standards reflect the goals and standards for teacher excellence and sound educational practice as prescribed in the California Standards for the Teaching Profession. These standards assure that quality education is provided for all students and offer an opportunity for continual professional growth for teachers.

Eligibility

- Permanent Employees not on an Assistance Plan
- Beyond 1st Year Tenured Employee

Desired Evaluation Outcomes

- Student learning
- Self reflection
- Continued professional development
- Collegiality and collaboration as an effective team member
- Instructional improvement
- Continued demonstration of competency

Evaluation Process

The final evaluation is an accumulation of data including, but not limited to:

- Classroom visitations
- Formal and informal observations
- Teacher/supervisor dialogues and conferences
- Evidence/artifacts demonstrating progress toward teacher standards

Final Evaluation

The final evaluation is an opportunity for teacher and supervisor to reflect on progress for the year, identify areas of strength and make recommendations for further growth. In addition to the data accumulated, the final evaluation includes a formal conference between teacher and supervisor.

SANTEE SCHOOL DISTRICT

Pre-Evaluation Form

Plan to Demonstrate Competency

Track II

- Level 2 – Complete four (4) forms, one for each of 4 State standards
- Level 3 – Complete two (2) forms, one for each of 2 State standards

Name	Date
Site	Assignment/ Grade Level

Specific goal(s) addressed by this plan:

Plan for implementation (includes strategies for teacher, timelines, resources or support):

Plan for monitoring progress:

State Standard:

- Engaging and supporting all students in learning - *Standard 1*
- Creating and maintaining effective environments for student learning - *Standard 2*
- Understanding and organizing subject matter for student learning - *Standard 3*
- Planning instruction and designing learning experiences for all students - *Standard 4*
- Assessing student learning - *Standard 5*
- Developing as a professional educator - *Standard 6*

Implementation signatures:

Teacher's Signature: _____ Date _____

Supervisor's Signature: _____ Date _____

Level 2 Four (4) Pre-Evaluation forms Due Oct 30
 Level 3 Two (2) Pre-Evaluation forms Due Oct 30

FORM 5

Distribution: Evaluator, Evaluatee & Personnel file

SANTEE SCHOOL DISTRICT

Formal Certificated Observation

Track II

To be completed at least four (4) times during the evaluation year - Level 2
 To be completed at least two (2) times during the evaluation year - Level 3

Name			Date
Site	Day: M T W Th F	Beginning Time	Duration of Observation
Lesson Objective			Subject of Activity Observed

Observed: It is not anticipated that each area will necessarily be observed in any given observation. Check item if observed. Check specific elements if appropriate. The four previously identified standards for the year should be checked at least once during the year.

- Engaging and supporting all students in learning - *Standard 1*
- Creating and maintaining effective environments for student learning - *Standard 2*
- Understanding and organizing subject matter for student learning - *Standard 3*
- Planning instruction and designing learning experiences for all students - *Standard 4*
- Assessing student learning - *Standard 5*
- Developing as a professional educator - *Standard 6*

Evaluator's comments:

Teacher's reflections regarding depth of student learning:

Post conference comments: _____

Teacher's Signature: _____ Date _____

Supervisor's Signature: _____ Date _____

Evaluatee's signature does not constitute endorsement of evaluator's comments, but acknowledges that an observation has taken place.

FORM 6

Distribution: Evaluator, Evaluatee & Personnel file

SANTEE SCHOOL DISTRICT
Track II
Final Evaluation

Name	Date
Site	Assignment/ Grade Level

Feedback and recommendations of supervisor:

Satisfactory _____ **Making Progress** _____ **Unsatisfactory** _____

Teacher's Signature: _____ Date _____

You have the option to attach employee comments to this evaluation form.

Supervisor's Signature: _____ Date _____

This form will be placed in the personnel file.

Form due: May 20

Distribution: Evaluator, Evaluatee & Personnel file

FORM 7

SANTEE SCHOOL DISTRICT

Alternative Project Evaluation System

Purpose

The Alternative Evaluation process is designed to be a positive experience for teachers who have a desire to develop their own professional growth process by exploring areas of learning that may not be addressed as effectively in a more traditional evaluation process.

Eligibility

- Track II teachers 5 years or a Level II or Level III teacher in the Santee School District
- A mutually agreed upon project between teacher and supervisor that supports the California Standards for the Teaching Profession
- Teachers on an assistance plan are not eligible

Desired Evaluation Outcomes

- Student learning
- Self reflection
- Continued professional development
- Collegiality and collaboration as an effective team member
- Instructional improvement
- Continued demonstration of competency

Project Components

- Mid-Year reflection
- Evidence of student learning
- Project evidence such as:
 - Portfolios
 - Artifacts
 - Videos
 - Web Design
 - Supervisor(s) Observations
 - Etc.

Examples

Some examples might be:

- Integration of technology into daily instruction
- Development and implementation of strategies to help students with special needs
- Curriculum development for self, site or district
- Advanced educational degree/certification
- PLC

SANTEE SCHOOL DISTRICT

Alternative Evaluation System

Project Proposal

Name	Date
Site	Assignment/ Grade Level

Teacher completes prior to conference. Add pages as needed. (Provide two copies)

1. Describe your proposal and how it relates the California Standards for the Teaching Profession.

2. How will you assess the success of your project proposal?

3. Describe your timeline to accomplish the project proposal.

I agree to the project objectives outlined above.

Teacher's Signature: _____ Date _____

Supervisor's Signature: _____ Date _____

Form Due: October 15

Distribution: Evaluator, Evaluatee & Personnel file

FORM 8

SANTEE SCHOOL DISTRICT
Alternative Evaluation System
Mid-Year Reflection

Name	Date
Site	Assignment/ Grade Level

Personal reflections:

Supervisor's reflections:

Teacher's Signature: _____ Date _____

Supervisor's Signature: _____ Date _____

Form Due: January 31

FORM 9

Distribution: Evaluator, Evaluatee & Personnel file

SANTEE SCHOOL DISTRICT
Alternative Evaluation System
Final Evaluation

Name	Date
Site	Assignment Grade Level

Feedback and recommendations of supervisor (Include response to all of the project components):

Satisfactory_____ Unsatisfactory_____

Teacher's Signature:_____ Date_____

You have the option to attach employee comments to this evaluation form.

Supervisor's Signature: _____ Date_____

Conference and Form Due: May 20

FORM 10

Distribution: Evaluator, Evaluatee & Personnel file

SANTEE SCHOOL DISTRICT

Assistance Plan

Purpose

The Assistance Plan is designed to provide teachers with specific needs a clear focus and assistance in their efforts to improve and strengthen their skills in teaching. The Santee School District Teacher Standards reflect the goals and standards for teacher excellence and sound educational practice as prescribed in the California Standards for the Teaching Profession. These standards assure that quality education is provided for all students and offer an opportunity for continual professional growth for teachers.

Eligibility

Permanent Employees not meeting one or more of the six (6) standards as documented through the evaluation process.

Desired Assistance Plan Outcomes

(Check all that apply that are supported with documentation)

- Engaging and supporting all students in learning - *Standard 1*
- Creating and maintaining effective environments for student learning - *Standard 2*
- Understanding and organizing subject matter for student learning - *Standard 3*
- Planning instruction and designing learning experiences for all students - *Standard 4*
- Assessing student learning - *Standard 5*
- Developing as a professional educator - *Standard 6*

Evaluation Process

The final evaluation is an accumulation of data including, but not limited to:

- Classroom visitations
- Formal and informal observations
- Teacher/supervisor dialogues and conferences
- Evidence/artifacts demonstrating progress toward teacher standards

Mid-Year Evaluation

The mid year evaluation is an opportunity for teacher and supervisor to reflect on progress to date, identify areas of strength and make recommendations for further assistance. In addition to the data accumulated for the final evaluation, the mid year evaluation includes a formal conference between teacher and supervisor.

Final Evaluation

The final evaluation is an opportunity for teacher and supervisor to reflect on progress for the year, identify areas of strength, and make recommendations for further growth. In addition to the data accumulated, the final evaluation includes a formal conference between teacher and supervisor.

SANTEE SCHOOL DISTRICT
Certificated Evaluation
Assistance Plan

Complete one (1) form for each area of concern

Name	Date
Site	Assignment/ Grade Level

The Assistance Plan below identifies the area of concern:

Specific goal(s) for improvement:

Plan for assistance (includes strategies for teacher, timelines, resources or support):

Plan for monitoring progress:

Evaluation Criteria/Evidence of Standard attainment:

Standard:

- Engaging and supporting all students in learning - *Standard 1*
- Creating and maintaining effective environments for student learning - *Standard 2*
- Understanding and organizing subject matter for student learning - *Standard 3*
- Planning instruction and designing learning experiences for all students - *Standard 4*
- Assessing student learning - *Standard 5*
- Developing as a professional educator - *Standard 6*

Implementation signatures:

Teacher's Signature: _____ Date _____

Supervisor's Signature: _____ Date _____

Distribution: Evaluator, Evaluatee & Personnel file

FORM 11

SANTEE SCHOOL DISTRICT

Formal Certificated Observation Assistance Plan

To be completed at least four (4) times during the evaluation year

Name			Date
Site	Day: M T W Th F	Beginning Time	Duration of Observation
Lesson Objective			Subject of Activity Observed

Observed: It is not anticipated that each area will necessarily be observed in any given observation. Check item if observed. Check specific elements if appropriate.

- Engaging and supporting all students in learning - *Standard 1*
- Creating and maintaining effective environments for student learning - *Standard 2*
- Understanding and organizing subject matter for student learning - *Standard 3*
- Planning instruction and designing learning experiences for all students - *Standard 4*
- Assessing student learning - *Standard 5*
- Developing as a professional educator - *Standard 6*

Supervisor's comments:

Teacher's analysis and reflections of student learning:

Post conference comments: _____

Teacher's Signature: _____ Date _____

Supervisor's Signature: _____ Date _____

Evaluatee's signature does not constitute endorsement of evaluator's comments but acknowledges that an observation has taken place.

FORM 12

Distribution: Evaluator & Evaluatee

SANTEE SCHOOL DISTRICT

Assistance Plan

Mid-Year Evaluation

Name	Date
Site	Assignment/ Grade Level

Feedback and recommendations of supervisor:

Satisfactory_____ Making Progress_____ Unsatisfactory_____

Teacher's Signature: _____ Date _____

You have the option to attach employee comments to this evaluation form.

Supervisor's Signature: _____ Date _____

Form due: January 31

Distribution: Evaluator, Evaluatee & Personnel file

FORM 13

SANTEE SCHOOL DISTRICT
Assistance Plan
Final Evaluation

Name	Date
Site	Assignment/ Grade Level

Feedback and recommendations of supervisor:

Satisfactory_____ Making Progress_____ Unsatisfactory_____

Teacher's Signature: _____ Date _____

You have the option to attach employee comments to this evaluation form.

Supervisor's Signature: _____ Date _____

Form due: May 20

Distribution: Evaluator, Evaluatee & Personnel file

FORM 14