

TENTATIVE AGREEMENT
between Stockton Unified School District (District)
and Stockton Teachers Association (STA)

This agreement concludes 2020-2021 and 2021-2022 reopener negotiations between Stockton Unified School District and the Stockton Teachers Association (STA). The parties hereby agree to the following terms subject to the ratification of STA and the Stockton Unified School District Board of Trustees. All remaining provisions in the current collective bargaining agreement shall remain unchanged and said negotiations will be deemed concluded for the 2020-2021 and 2021-2022 school years.

1. Article 2: Class Size (limited to three topics postponed from previous successor negotiations)
 - a. RSP Caseloads
 - i. Caseload maximums for RSP teachers reduced from 28 to 27 when assigned to a single site (26 when assigned to serve students at more than one site)
 - ii. Caseload being size-balanced moves most recently added students first unless otherwise recommended by the RSP teacher
 - iii. Caseload assignments involving students at a new site to include release time (as with a transfer) and pertinent digital/informational access
 - b. IWEN status impact on class size
 - i. Class size reduction for every two IWEN to remain
 - ii. IWEN students to be rostered first, and not to be moved via class size balancing
 - c. Class Size Overages in non-traditional schedules (resolves an outstanding grievance)
 - i. Class size overages to be equivalent regardless of class length but calculated separately by term (e.g., whether AB or traditional 4x4)
 - ii. All-year single-term rostering (e.g. 6 class alternating block) to include all rostered students regardless of school day
2. Article 6: Teaching Hours
 - a. PD survey creation/input to be collaborative purview of STA & SUSD
 - b. Calendar negotiation cycle defined (up to three years out at once)
 - c. "5th Tuesday" standard practice now in language
 - d. Asynchronous trainings (e.g. Keenan) now to be assigned during specific contract-time days
 - e. Pay rates for substituting and prep buyout each fixed to match correct percent of work time (e.g. *buying out prep in a 4x4 is an extra 1/3, not an extra 1/4; and substitutes also covering during prep in a 4x4 receive an extra 1/3, not an extra 1/4*)
 - f. Non-classroom position teachers to receive parallel compensation for class coverage
3. Article 10: Part-Time Employment/Early Retirement
 - a. Conversion from "45 day consultant" to "retired consultant" using an hourly-rate basis of 270 hours (resolves inequity of compensation of short days vs long days, thereby stabilizing the rate of pay)
 - b. Allow SUSD/STA to mutually authorize additional time beyond the 270 hours (previously 45 days) when permissible for the retiree's income
4. Article 7: Leaves
 - a. FMLA qualification appeals process provided
 - b. Bereavement leave to provide staff release for loss of a current student
 - c. Discretionary leave can now only be denied for 3 specific causes (and can no longer be denied after 2 weeks following leave-input)

5. Article 26: Peer Assistance and Review (PAR)
 - a. PAR to continue being suspended (“on pause”) while STA/SUSD explore potential revisions
 - b. Site mentor to be assigned for support to teachers receiving Unsatisfactory
 - c. Teachers receiving Unsatisfactory not to be re-evaluated by the same evaluator

6. Article 27: Contract Waivers
 - a. Waiver process now illustrated with guidance-timeline
 - b. Waivers being “renewed” (same language but new year dates) have simpler process and only require simple majority staff approval
 - c. Waivers can be requested for 2 years (and granted for either 1 or 2 years at a time)

7. Article 4: Fringe Benefits to remain status quo

8. Article 18: Wages
 - a. Attraction/Retention Supplemental Plan:
 - a. Tuition reimbursement for new teachers
 - b. Signing bonuses for new teachers
 - c. Signing bonuses for new substitutes

 - b. For the next two years, the athletics increment stipends shall also include 20 additional stipends for each comprehensive high school (80 in total across all)
 - a. boys/girls varsity basketball, soccer, track, tennis, and volleyball (10)
 - b. varsity cheer, baseball (2), softball (2)
 - c. AD stipend to be per season (3), up from annual
 - d. one site-discretion stipend per season (3)

 - c. Preschool teachers now eligible for degree stipends (retroactive to July 2021)

 - d. Bilingual stipend now renegotiated to apply to employees who are bilingual, including ASL (resolves an outstanding grievance)

 - e. Degree stipends and preschool longevity stipends now to be percentages of stipend base

 - f. Limit on years of teaching experience transferable into the District changed from 16 to 24, effective for new hires and also for existing unit members upon salary placement review indicating additional creditable previous years’ experience beyond the initial 16.

 - g. Salary increases: For the 2020-21 school year onward, all salary schedules will be increased by two percent (2%) retroactive to July 1, 2020 above the current levels created by 18.2.14. For the 2021-22 school year onward, all salary schedules will then also be increased by four percent (4%) retroactive to July 1, 2021.

The above retroactive increases to the salary schedule are to include: retired consultants, the teacher hourly salary schedule, preschool teachers, long term substitutes, daily substitutes, the PAR stipend, those percentage stipends paid off the stipend base salary (including Master’s/Doctorate degree and preschool longevity stipends), and extra pay for department chairpersons.

Exclusions:

- Employees who resigned with an effective date prior to the last instructional day of 2021-2022 (May 26, 2022) are not eligible for the 2021-2022 salary increase (4%).
- Employees who resigned with an effective date prior to the last instructional day of 2020-2021 (May 27, 2021) are not eligible for the 2020-2021 salary increase (2%).
- Retirees shall not be excluded.

Retroactive payments per this section shall be paid no later than the November 2022 pay cycle.

9. Language changes to CBA Articles as agreed (reference attachments)

- Article 2. Class Size
- Article 6. Teaching Hours
- Article 7. Leaves
- Article 10. Part-Time Employment/Early Retirement
- Article 18. Wages
- Article 26. PAR
- Article 27. Waivers (and related updated appendix forms)

This agreement shall be effective upon ratification by the Stockton Teachers Association and Stockton Unified School District Board of Trustees.

Date: _____

For STA:

 05 / 24 / 2022

Felice Bryson-Perez, STA President

 05 / 24 / 2022

Erica Richard, STA Barg Chair

 05 / 24 / 2022

Justin McGehee, STA Vice Barg Chair

 05 / 25 / 2022

Laurie Crawford, STA Negotiator

 05 / 24 / 2022

Jeffery Holman, STA Negotiator

 05 / 24 / 2022

Robin Hardin, STA Negotiator


 05 / 24 / 2022

Aaron Ferguson, STA Negotiator

 05 / 25 / 2022

Regina Fernandes, STA Negotiator

For the District:

 05 / 24 / 2022

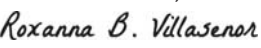
John Ramirez Jr., Superintendent

 05 / 24 / 2022

Nancy Lane, Asst. Supt. H.R.

 05 / 25 / 2022

Marcus Battle, CBO

 05 / 25 / 2022

Roxanna Villasenor, Asst. Supt. Ed Serv.

 05 / 25 / 2022

Joshua Thom, Ed Serv. Pgrm Dir.

 05 / 25 / 2022

Debra Keller, Dir. ECE

 05 / 25 / 2022

Vincent Hernandez, Exec Dir. Spec Ed/Selpa

 05 / 25 / 2022

Tara Kosel, Dir. Comp Health Serv.

 05 / 25 / 2022

Mary Aguilar, Personnel Analyst

- Proposed additions/rewordings underlined in blue.
- Proposed removals ~~struck through in red~~.

2. CLASS SIZE

2.1 Application

2.1.1 The District average is calculated by dividing the number of students enrolled District-wide in any given life level/subject area by the number of actual General Fund Classroom Teachers at that life level/ subject area. This definition excludes such support personnel as preparation period teachers, specialists, librarians, music teachers, and substitute teachers. The District average shall be applied at each site.

2.1.2 Classes shall be maintained at or below the maximums stated below.

2.2 In the areas of Science, Industrial Arts, Drafting, Vocational Shops and Homemaking, the number of workstations available shall be the maximum if that number is less than the District class maximums as listed.

2.3 Averages and Maximums

The Local Control Funding Formula (“LCFF”) establishes Class Size Grade Span Adjustment (“GSA”). Pursuant to the LCFF, the parties agree to establish a collectively bargained alternative class size ratio. Accordingly, for the 2013-2014, and 2014-2015 school years only, class sizes in kindergarten (including Transitional Kindergarten) and grades one (1) through three (3) will be adjusted as follows:

For the 2013-2014 school year only, the maximum student-teacher ratio in Kindergarten shall remain at 20:1 and the student to teacher ratio in grades one (1) through three (3), shall remain at 32:1.

For the 2014-2015 school year only, the maximum student-teacher ratio in Kindergarten shall remain at 24:1 and the student to teacher ratio in grades one (1) through three (3), shall remain at 32:1.

For the 2015-2016 school year only, school sites shall maintain the negotiated maximum to a student-teacher ratio in Kindergarten of 24:1 and shall decrease the student-teacher ratio in grades one (1) through three (3) by one (1) student to 31:1.

For the 2016-2017 school year only, school sites shall maintain the negotiated maximum to a student-teacher ratio in Kindergarten of 24:1 and shall decrease the student-teacher ratio in grades one (1) through three (3) by two (2) students to 29:1.

	2013-2014	2014-2015	2015-2016	2016-2017
Kindergarten	20	24	24	24
1st	32	32	31	29
2nd	32	32	31	29
3rd	32	32	31	29

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Article 2 (Class Size)

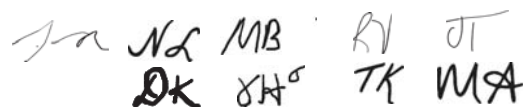
The intent of the parties is that this agreement addresses any and all obligations of the parties to have a collectively bargained alternative ratio. The parties' agreement on these issues is required to preserve the additional Class Size Reduction adjustment grant, as currently in the LCFF provisions, including Education Code section 42238.02. SUSD and STA agree to continue to work together for the purpose of reducing class size with the goal of making progress towards the GSA established by LCFF. To assist with obtaining this goal, the District and STA agree to establish a GSA committee with equal numbers of members from STA and the District. The committee will be composed of two individuals selected by STA and two individuals selected by the District. The committee will look at District programs and departments to make recommendations to the District and STA bargaining teams regarding where repurposing could assist the District to achieve the target class sizes established by LCFF.

<u>Maximum</u>	<u>Maximum Class Size</u>
<u>Elementary</u>	
Kindergarten	32 (See chart above through 2016-2017)
Primary Grades 1, 2, 3	32 (See chart above through 2016-2017)
Intermediate Grades 4, 5, 6	33
<u>Secondary</u>	
Middle School Grades 7, 8 General*	35
Middle School Grades 7, 8 P.E.	47
JROTC	47
English	32
Social Studies	32
Math	32
Science	32
Foreign Language	32
Reading	28
Business	32
Drafting	32
Voc. Shop	35
Music (except performance)	32
Art	32
P.E.	47
Hygiene	32

*Middle School General shall apply if no specific titled class, area or department exists.

2.3.1 The maximum class size at secondary (grades 7-12) alternative schools shall be 25 students.





2.4 Payment for Exceeding Limits (Overages)

If the enrollment exceeds the maximum, the teacher shall be compensated for each additional student at a three and one-half percent (3-1/2%) factor of that teacher's salary as specified below:

- 2.4.1 At the beginning of the school year, the District will have thirteen (13) instructional days to make adjustments without paying any overage payments. Beginning with the fourteenth (14th) day, overages will be paid to the instructor retroactive to the first day of the overage.
- 2.4.2 At the beginning of any other semester, at the high school level, the District has ten (10) instructional days to make adjustments without paying any overage payments. Beginning on the eleventh (11th) day, overages will be paid to the instructor retroactive to the first day of the overage.
- 2.4.3 At any other times of the year, overage payments will begin on the eighth (8th) instructional day of the overage, retroactive to the first day of the overage.
- 2.4.4 High School teachers, ~~including but not limited to those working a block schedule,~~ will be paid the correct proportional rate of 3.5% of the teacher's per diem rate, per student, per day for overages. This rate shall not change based on the length of the class periods, but strictly on a basis of per-student-rostered to the teacher. Overages shall be determined according to course scheduling as follows:
 - For schedules that use single all-year-long rostering (whether traditional or using minutes-banking such as a whole-year block schedule): All students rostered to the teacher are counted each instructional day regardless of which days of the week each class period occurs.
 - For multiple-term rostering schedules (e.g., 4x4 with separate courses for fall and spring, or an interlaced AB 4x4 alternating all year in which teachers have two preparation periods): Overages per instructional day only incorporate students rostered to courses scheduled for that day.

2.5 Special Education - Individuals with Exceptional Needs

2.5.1 For every two (2) pupils identified as an IWEN (Individuals-~~w~~ With Exceptional Needs), who are either enrolled at the secondary level or assigned at the elementary level to a regular classroom for at least 20% of the day, the limits in Section 2.3 shall be reduced by one (1). This provision does apply to assignment of all special day students to the regular classroom teacher, and to students designated as "watch and consult." This provision does not apply to "DIS" (designated instruction and services) students.

2.5.1.1 Whenever any site begins rostering students (e.g., within a master schedule in departmentalized contexts or via self-contained rostering), students with an IEP (who are enrolled at the site) will be chronologically rostered in classes first to proactively minimize subsequent related scheduling changes and/or overages.

2.5.1.2 Class size balancing, when it occurs, must not itself result in a change of schedule for any student with an IEP. This shall not be construed to prevent schedule changes for reasons other than class size balancing.

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Article 2 (Class Size)

2.5.2 The number of IWENs in any regular teacher's class shall not exceed twenty five percent (25%) of the "Maximum Class Size" listed in Section 2.3 herein. If the 25% limit is exceeded, the payment provisions of 2.4 shall apply to any overage.

2.5.3 Special Day Classes shall average no more than twelve (12) pupils, and shall have a maximum of fourteen (14) pupils. Resource Specialist Programs shall have a maximum of twenty-eight (28), with only the RSP caseloads themselves being modified by 2.6.1 below.

2.6 RSP Caseloads

2.6.1 Caseload Limits

Maximum caseload for an RSP teacher will be 27 eligible students whenever the RSP teacher provides services solely at one site.

Whenever an RSP teacher is tasked with providing services at more than one site, their maximum caseload must instead be 26 eligible students.

2.6.2 Caseload Site Changes

To change any RSP teacher's site (i.e., assigning them students from a site they are not yet serving), the District must provide the teacher with:

- pertinent digital access (Synergy, Illuminate, iReady, etc.) regarding the site(s);
- District notification to the teacher five instructional days prior to the change such that within five instructional days the teacher will have the option to utilize two release days to adequately transfer materials and to prepare instruction (see article 17.5.2); and
- any new mileage implications resulting from the transfer process (see article 16.1)

2.6.3 Caseload Reduction Procedure

Whenever a caseload must be reduced to honor caseload limits, a caseload will be reduced by re-assigning whichever students have been on the teacher's caseload the shortest amount of time. However, the teacher (in consultation with Special Education Administration) may indicate a more appropriate solution in writing, which the District may then instead use to right-size the caseload.

2.67 Within forty (40) instructional ~~calendar~~ days of ratification of the Agreement (unless this timeframe is mutually extended by the District and Association), the District and the Association agree to form a committee of six individuals, three appointed by each party, to jointly continue to explore contractual improvements to the implementation framework for special education services in the District solutions regarding 2.5, 2.4.4, and RSP caseloads, then make a presentation and recommendation to the bargaining teams for 2020-2021 2022-2023 Successor negotiations. The committee may meet either during the work day with District-paid release time, or on a District-paid hourly basis outside the teachers' contractual work day, or a combination of both. ~~Article 2 shall be reopened for 2020-2021 negotiations accordingly without counting toward either party's reopener allotment.~~

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6. TEACHING HOURS

- Proposed additions/rewordings are underlined in blue.
- Proposed removals are ~~struck through in red~~.
- Merely for simplicity, all non-modified sections of the article are not being listed here, and are understood as remaining unchanged by this proposal.

6.13 Meeting Schedule

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

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

6.13.3 Wednesday: Professional organizational meetings called by the Association.

6.13.4 Thursday: Collaboration Meetings

6.13.5 Friday: No District required meetings.

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

6.13.7 In months that include a fifth Tuesday, there will be no District required meetings. This likewise applies to a month's fifth Thursday for sites that make use of Thursdays for meetings.

6.18 Calendar

6.18.5 PD (Professional Development) Day Offerings

The District shall survey all teachers (concurrently with the Association) in advance of PD calendar-day offerings being designated, accounting for input-patterns across teachers by subject areas, life levels, and other specializations. All such surveys must be designed jointly by the District and the Association, with all survey results made immediately available to both parties. Any District-collected unit member PD post-feedback must be anonymous and must likewise be shared with the Association upon its availability.

PD offerings shall acknowledge and reflect survey results, but need not be exclusively limited to survey findings. It is understood that State mandates, curricular changes, safety needs, and other identified needs may dictate additional PD offerings outside surveyed results.

6.18.6 Required Asynchronous Trainings

When unit members are required to complete asynchronous training, (e.g. Keenan online training) time to complete the training shall occur during any of the following times whenever explicitly scheduled as such by the District:

- teacher PD day training slots
- the orientation day before the first day of school for students (6.18.2.1)
- regularly scheduled staff meetings

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All required training shall be completed within the required timeline. If a timeline requirement is not met due to lack of time provided, the teacher shall be paid at their hourly rate for the time required to complete the training.

Newly hired teachers will be provided time for required initial Keenan training during orientation week.

6.18.7 Bargaining of Instructional Year

Beginning in the 2022-2023 school year, the instructional calendar will be negotiated and developed for the upcoming three instructional years. For example, by the end of the 2022-2023 instructional school year, the 2023-2024, 2024-2025, and 2025-2026 school year calendars will have been completed. Through this process, calendars will be provided that extend out for three years perpetually.

The District and Association reserve the right to mutually waive this provision, its timing, or the length of calendar establishment for any cycle.

6.19 Procedure When Substitute Is Not Available

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

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

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

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

a. Elementary and Intermediate ("class splitting")

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

At the intermediate level, ~~the same shall apply as with the elementary level above the site administrator or designee may select from a list of teacher volunteers on a voluntary basis to teach the additional students for the entire day. the current substitute daily rate of pay shall be split evenly between/among the teachers.~~ except when prep-period based coverage is used rather than class splitting (similar to a high school schedule) in which case the secondary subsection below shall apply.

b. Secondary (prep-period based substituting, whole-class)

At the secondary level, the site administrator or designee may select from a list of teacher volunteers to teach one (1) period only during his/her prep period. For traditional teaching

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assignments (i.e., six year-long periods of five classes and one preparation period). Each teacher who teaches one (1) period during the teacher's prep period shall be paid one fifth (1/5) of the current substitute daily rate of pay.

For non-traditional schedule assignments, this subsection's fractional per-diem rate shall be modified in proportion to the difference in schedule. E.g. in a 4x4 block schedule wherein teachers have a preparation period and three classes of around 90 minutes each, the pay rate for substitute coverage by a teacher is one third (1/3) of the pertinent substitute rate rather than one fifth (1/5). In such coverage, teacher/lesson preparation is considered the responsibility of the teacher of record, not of the teacher substituting.

c. Secondary Prep Buyout (semester long teaching assignment during prep, not substituting)

Whenever in a secondary level context (i.e., the teacher teaches an extra class long-term during their prep, rather than merely substituting for a class period for the day), the teacher's additional class coverage and recognized preparation labor shall accordingly be compensated with one fifth (1/5) of the teacher's per-diem. This compensation applies to all instructional days the teacher is responsible for the extra class, Adequate teacher preparation time is still the responsibility of the teacher who accepts this additional class period.

For non-traditional schedule assignments, this subsection's fractional per-diem rate shall be modified in proportion to the difference in schedule. E.g. in a 4x4 block schedule wherein teachers have a preparation period and three classes of around 90 minutes each, the pay rate for prep-period buyout is one third (1/3) of the teacher's per diem. Adequate teacher preparation time is still the responsibility of the teacher who accepts this additional class period.

d. Substitute Teachers During Prep

If a substitute teacher at the secondary level voluntarily teaches a sixth period, the substitute shall be paid one fifth (1/5) of the current substitute daily rate of pay for the sixth period, as the normal high school absence coverage would have been five classes.

For non-traditional teaching contexts (as above), this fractional substitute daily rate shall be likewise modified in light of the site's teaching schedule. E.g. in a 4x4 block schedule, the substitute teacher would be paid an additional one third (1/3) for covering a fourth class in addition to the three classes required to cover for one absent teacher.

e. Non-Classroom Teachers

Unit members with no class-based assignment (i.e. no student class roster) who substitute for classes in addition to their normal duties shall receive compensation commensurate with the previous subsections. Class splitting with accompanying ratios shall not be used in these instances, but only whole classes.

Namely:

- current substitute daily rate of pay for full-day elementary/intermediate;
- one fifth (1/5) of the current substitute daily rate for a traditional secondary period;
- one third (1/3) of the current substitute daily rate for a 4x4 secondary period; and
- similarly respective proportionate fractions for other schedules.

At minimum, this subsection applies to Program Specialists and Instructional Coaches. However, it is understood by the Parties to apply universally to any unit member not already rostered students for live instruction/support during the time slot(s) they are substituting.

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7. LEAVES

- Proposed additions/rewordings are underlined in blue.
- Proposed removals are ~~struck through in red~~.

7.1 Definitions

7.1.1 "Immediate Family" is defined as ~~mother, father, registered domestic partner, grandmother or grandfather of the teacher or of the spouse of the teacher; and the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, or step-parent of the teacher, aunt and uncle, foster parent, and foster child;~~ the employee's spouse or registered domestic partner; or the parent, grandparent, child, grandchild, sibling or aunt/uncle (inclusive of step-, half-, foster-, and -in-law) first cousin of the employee or of the employee's spouse or registered domestic partner; or any relative living in the immediate household of the teacher.

Subject to mutual approval by the District and Association, any state or federal regulations that would explicitly add qualifying relatives to the employee context of this Agreement shall be honored as part of the above list.

7.1.2 "Household" shall include blood relatives of the teacher or the teacher's spouse or registered domestic partner who reside in the domicile of the teacher.

7.1.3 "Paid Leave of Absence" means that a teacher shall be entitled:

- to receive wages and all fringe benefits;
- to return to the same assignment which (s)he enjoyed immediately preceding the commencement of the leave, contingent upon the provisions of the Transfer Policy; and
- to receive credit for annual salary increments provided during his/her leave.

7.1.4 "Unpaid Leave of Absence" means that a teacher shall be entitled to have the option to purchase the same fringe benefits accorded teachers who are on paid leave.

7.2 Class A Sick Leave

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

7.2.1 Regular full-time teachers shall accrue one (1) day of paid sick leave credit for each month in which they perform duties. In no case shall the teacher receive less than eleven (11) days for a regular school year.

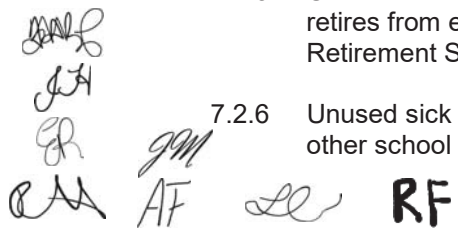
7.2.2 The total days of sick leave accruing in each school year shall be credited from the first day of paid service in that school year. The District shall provide written notice to each teacher by October 15 indicating the accrued sick leave total and sick leave entitlement for the current school year.

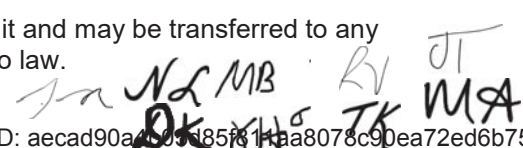
7.2.3 A teacher may use credited sick leave at any time during the school year.

7.2.4 Regular part-time teachers shall accrue sick leave credit in proportion to the fractional equivalent of full-time in which they perform assigned duties, rounded to the nearest half-day increment.

7.2.5 Unused sick leave credit for any teacher who leaves the District prior to retirement or who retires from employment in the District shall be reported to the STRS (State Teachers' Retirement System) for the retirement benefit calculation pursuant to law.

7.2.6 Unused sick leave credit may be accumulated without limit and may be transferred to any other school district with a transferring teacher pursuant to law.





- 7.2.7 For summer school sick leave, refer to ~~Section 13.6~~ [Article 13 \(Summer School\)](#).
- 7.2.8 Each teacher shall be entitled to utilize two (2) days of his/her sick leave allotment during each school year for discretionary leave. Discretionary leave may be utilized subject to fifteen (15) calendar days written notice [via procedural leave input or via written notice to his/her supervisor](#).

Discretionary leave is only subject to approval/denial in any of the following three (3) conditions:

- [If the leave is contiguous with non-instructional days, not including weekends \(e.g., if it is adjacent to a week-long calendar break or three day weekend\);](#)
- [If numerous unit members have already indicated the same day for discretionary leave \(over 5% of unit members in the District, or over 20% of unit members at the site, or half of members in the same small District department\);](#)
- [If discretionary leave is indicated fewer than fifteen \(15\) calendar days in advance as indicated above.](#)

Under any of the three (3) conditions above, the District has the right to exercise discretion in anticipating hardship caused by the leave's timing and to potentially deny the leave accordingly. However, ~~the District supervisor~~ may not unreasonably deny ~~the request for~~ discretionary leave, and can no longer deny discretionary leave once ten (10) instructional days have elapsed since the teacher's written notice of the leave was provided.

- 7.2.9 Substitute teachers reference ~~Article 25.5~~ [Article 22 \(Substitute Teachers\)](#) for applicable sick leave provisions.

7.3 Class B Absence Other Than Illness

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

7.4 Leave for Compelling Personal Reasons (CPR)

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

- 7.4.1 Compelling personal reasons means any business or civic endeavor or activity which cannot be conducted before or after school and which requires the presence of the teacher. Leave for compelling personal reasons shall not be used for vacation or recreation.

- 7.4.2 A teacher shall not be required to secure advance permission to use leave for the purposes listed above. When possible, teachers shall provide at least a 24-hour notice to the District of their intention to use leave for compelling personal reasons. It is understood by the District that situations may arise that prevent teachers from providing prior notice, and teachers will not be subject to any adverse impact in these situations.

- 7.4.3 Teachers shall be required to provide verification for use of CPR leave to the Human Resources Office when requested by the Assistant Superintendent of Human Resources, or designee.

7.5 Extended Illness Leave

Absence occasioned by any cause included under Class A which may be granted by the District for a period not to exceed five (5) months in any one (1) school year. Such leave shall not be granted

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until all unused credits for sick leave have been exhausted. Teachers granted extended illness leave shall receive the regular salary granted less the per diem rate for substitutes.

7.6 Parental Leaves

7.6.1 Maternity Leave

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

7.6.2 Pregnancy Leave

7.6.2.1 Pregnancy leave is a leave of absence for that period of time during which a teacher is temporarily disabled from employment due to pregnancy, miscarriage, childbirth or the recovery therefrom.

7.6.2.2 Notification for leave under this policy shall be made to the Assistant Superintendent of Human Resources in sufficient time to allow the District to arrange for a substitute. Notification shall be made no later than forty (40) days prior to the beginning date of leave requested.

7.6.2.3 The forty (40) day notice requirement shall be waived upon medical considerations verified by the teacher's physician.

7.6.2.4 Notification of Pregnancy Leave - The length of the leave of absence, including the date on which the leave shall commence and the date on which the teacher shall resume duties, shall be determined by the teacher and the teacher's physician.

7.6.2.5 The District reserves the right to verify the period of actual temporary disability by consultation between the teacher's physician and a District-appointed physician.

7.6.2.6 This policy shall not discriminate against evidence of treatment and the need therefore by the practice of the religion of any well-recognized church or denomination.

7.6.2.7 Accumulated sick leave shall be applied to the period of actual physical disability for absence made necessary by pregnancy, miscarriage, childbirth or the recovery therefrom.

7.6.2.8 The teacher's fringe benefits shall be maintained during such periods of actual temporary physical disability.

7.6.2.9 Any teacher returning from Pregnancy Leave which began and ended in the same school year shall be treated as returning from a period of temporary disability and shall be returned to the same assignment. In the event of a reduction in staff at the teacher's assignment site, the procedures provided for in Article 17, Transfer and Assignment, shall apply.

7.6.2.10 Any teacher returning from Pregnancy Leave at any other time shall be offered the same assignment which would have been offered had no such leave been taken, in accordance with procedures provided in Article 17, Transfer and Assignment. The assignment/slot the teacher left when she took her leave shall be reserved for her. The Human Resources Office shall continue to identify and hold that slot by recording any shifts in enrollment, etc. All such shifts shall be consistent with Article 17, Transfer and Assignment.

7.6.2.11 The District shall not, because of pregnancy of any female person, refuse to hire or employ her or refuse to select her for a training program leading to employment, or discriminate against her in compensation or in terms, conditions, or privileges of employment.

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7.6.3 Child-Rearing Leave

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

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

7.6.4 Adoption and Bonding Leave

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

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

7.7 Industrial Accident and Illness Leave

Section 44984 of the Education Code is supplemented as follows:

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

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

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

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

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

7.8 Bereavement Leave

The Superintendent or designee shall grant a paid leave of absence to a teacher in the event of the death of a member of the immediate family or the teacher's household as defined herein. Three (3) days of such leave will be granted when travel does not exceed 250 miles one way or five (5) days if travel exceeds 250 miles one way. This leave shall not be deducted from sick leave.

~~Subject to the availability of substitutes to cover the existing duties,~~ the District will also provide bereavement leave during the work day for teachers to attend a memorial service or funeral for a deceased staff member or for that of a student who had been enrolled with the staff member in the current term. This leave shall extend for the time necessary to attend such service in the local area ~~and shall be subject to the availability of substitutes to cover the existing duties.~~

The District reserves the right to request documentation for all bereavement leave.

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Members experiencing bereavement regarding family not explicitly considered "Immediate Family" per 7.1.1 are permitted to use Compelling Personal Reasons leave, as bereavement for non-immediate family qualifies as a compelling personal reason.

7.9 Jury Leave

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

7.10 Emergency Leave

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

7.11 Legislative Leave

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

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

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

7.12 In-Service Leave

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

7.13 Military Leave

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

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

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

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

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

7.14 Association Leave

7.14.1 Association President's Leave

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

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

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

7.14.1.4³ Upon termination of an Association leave, the Association President shall maintain placement at the worksite worked at immediately prior to the transition to being fully released as president ~~return to the same work site and position which he/she had immediately preceding commencement of the leave, contingent upon the~~ before any provisions of Article 17; (Transfer and Assignment) take effect, such as Rebalancing provisions. In anticipation of this release terminating, the Association President retains access to all forms of voluntary transfer listed in Article 17.

7.14.2 Other Association Leave

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

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

7.15 Sabbatical Leaves

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

7.15.1 The District shall pay to a teacher on sabbatical leave fifty (50%) percent of his/her full salary. There shall be no reduction in fringe benefits during the term of a teacher's sabbatical leave.

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7.15.2 A teacher who is to go on sabbatical leave and the District shall develop a payment schedule which is mutually acceptable to both parties at least thirty (30) days before the sabbatical leave is scheduled to commence.

7.15.3 The District shall provide the Association with sabbatical leave application forms within thirty (30) days of the Agreement.

7.15.4 While on sabbatical leave a teacher shall be eligible for all leaves of absence enumerated in this Article.

7.15.5 Sabbatical Leave-Application Process

7.15.5.1 Any teacher 62 years of age or under, who has satisfactorily completed seven (7) consecutive years of teaching and/or administrative service in the District, four (4) of which must have been as a tenured teacher, may apply for sabbatical leave. No more than one (1) full year of sabbatical leave shall be granted any teacher during a seven (7) year period of employment.

7.15.5.2 A complete, formal application form for a sabbatical leave, including the plan for study and/or travel, must be filed with the Human Resources Office before November 1 of the year preceding the school year for which the leave is requested (Applications received after the November 1 deadline will be given consideration only if there are available slots after those applications received prior to the November deadline have been processed).

7.15.5.3 An applicant will be notified of the receipt of his/her sabbatical leave application within ten (10) days.

7.15.5.4 Applications will be submitted to the District at its first public meeting in January.

7.15.5.5 Applicants will be notified of approval or disapproval of the applications not later than February 1.

7.15.5.6 Acceptance of the sabbatical leave must be made in writing by February 10.

7.15.5.7 Alternates will be designated. Alternates will be notified in designated order, according to the provisions of the policy, if any sabbatical leaves are not accepted.

7.15.5.8 If an accepted applicant wishes to become an alternate, the first alternate will be given the sabbatical leave and the accepted applicant will be placed on the alternate list.

7.15.5.9 The teacher must agree to return to service in the District for a two (2) year period after the completion of the sabbatical leave.

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

7.15.6 Indemnity Bond

If the teacher chooses to be paid during the time he/she is on leave, he/she shall post a suitable bond, before beginning sabbatical leave, indemnifying the District for any salary paid him/her during the period of sabbatical leave in the event he/she fails to complete his/her proposed program of study and/or travel or fails to return to the District to teach for at least two (2) years immediately following his/her sabbatical leave.

Failure of a teacher to return to teach in the District for at least two (2) years immediately following his/her sabbatical leave or failure to complete satisfactorily his/her scheduled program of study and/or travel shall not result in forfeiture of his/her bond, provided such

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failure is due to his/her death or physical or mental disability certified by a licensed physician.

7.15.7 Report of Leave

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

7.15.8 Short-Term Sabbatical Leaves

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

7.15.8.1 Such leaves will be for the same purposes as listed above.

7.15.8.2 A total of twenty (20) weeks during the school year will be provided.

7.15.8.3 A teacher granted a short-term sabbatical leave shall receive fifty (50) percent of his/her scheduled salary for this period.

7.15.8.4 No individual leave shall be granted for less than two weeks (2) nor more than four (4) weeks.

7.15.8.5 A teacher must have completed seven (7) consecutive years of full-time service in the District before becoming eligible for a short-term sabbatical. No more than one (1) short-term sabbatical shall be granted a teacher during a seven (7) year period.

7.15.8.6 This will not preclude a teacher from participating in the full-year sabbatical leave program described in 7.15.1 through 7.15.7.

7.16 Other Leaves

7.16.1 Upon request of the teacher, the District may grant a paid or unpaid leave of absence to any teacher for a purpose other than those listed above. This leave is granted on a year-to-year basis, not to extend beyond three (3) years, except in cases of leave for educational renewal which may be extended to five (5) years. The District shall annually request in writing that teachers on leave declare their intent to return. This request may be made as early as January 1 of each year. Unit members must respond within forty (40) calendar days of the written notice from the District.

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

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

7.17 Catastrophic Leave Program

Using days contributed to the Catastrophic Leave Bank ("CLB") from enrollment as outlined in 7.17.7, 7.17.8, and/or previous enrollment contributions, a catastrophic leave program shall provide additional sick leave benefits for enrolled members as follows:

7.17.1 A teacher who is entitled to paid sick leave and who is experiencing catastrophic illness or injury is entitled to the benefits of this program if the teacher has exhausted all of his/her sick leave.

7.17.1.1 The teacher must provide verification of catastrophic illness or injury in a manner acceptable to the District and must request the leave in writing.

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7.17.1.2 The teacher must have previously become a member of the Catastrophic Leave Program pursuant to Section 7.17.5.

7.17.1.3 The benefits of this program are limited to one (1) occurrence per fiscal year.

7.17.2 "Catastrophic illness" or injury means an illness or injury that is expected to incapacitate the teacher or a household member (as defined in 7.1.2) for whom the teacher is the caretaker for an extended period of time, and the taking of extended time off work creates a financial hardship for the teacher because he/she has exhausted all sick leave.

7.17.3 "Eligible leave" credits means sick leave accrued to the donating employee.

7.17.4 In order to be eligible for this program, the teacher must be eligible for benefits under the salary protection insurance policy. The maximum allocation from the Catastrophic Leave Bank shall be no more than the difference between the number of personal sick leave credits the employee has accumulated at the beginning of the absence, and the thirty (30) calendar days' waiting period for the income protection plan benefits to commence.

7.17.5 A teacher may become a member of the Catastrophic Leave Program, and thereby become eligible for receipt of benefits under the program, by filing with the Human Resources Office an irrevocable donation of one (1) sick leave credit per school year unless the assessment is suspended pursuant to Section 7.17.6. All donations must be in full-day increments and are non-refundable. Donations beyond one (1) day per fiscal year must be approved by the District.

7.17.6 A committee comprised of three (3) representatives from the Association shall be established. The committee shall meet with a representative from the Human Resources Office to review and approve all applications for leaves to be charged to the Catastrophic Leave Bank. Each year, this committee has the authority to determine that an assessment for that year is unnecessary. The committee shall make such determination and notify the District not later than July 1st of each school year if the deduction of one day (1) sick leave credit is to be suspended for that year.

If this committee (or the Association in lieu) do not stipulate such suspension and the CLB currently has less than 500 days banked, deductions shall continue for CLB enrollees.

7.17.7 Commencing with the 2021 calendar year:

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

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

7.17.7.2 By June 30 of each year, the District shall provide the Association a report containing the most recent fiscal year of CLB numbers regarding enrollment, transactions, and balances. This shall include beginning and ending balances of days, the number of days donated, and total usage over the year, and include copies of previous years as requested.

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

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

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7.18 Miscellaneous

- 7.18.1 Absence for any purpose not enumerated shall be deemed to be an unauthorized leave. No teacher shall receive compensation for unauthorized leave.
- 7.18.2 A teacher's notification to the District that (s)he intends to resign shall remain revocable until such time as the District officially takes action on such notification.
- 7.18.3 Deductions from the pay of teachers for substitutes shall be made at the rate of pay actually paid to the substitute.
- 7.18.4 Prior to a teacher being docked pay for any reason, the District shall conduct an audit of the teacher's leave entitlement and inform the teacher of his/her entitlement and the proposed docking.

7.19 Family Care and Medical Leave

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

[When members have concerns regarding the above qualifications, those concerns are eligible to be addressed during regularly held meetings between Human Resources and the Association. This includes members seeking to verify compliance with AR 4161.8/4261.8/4361.8.](#)

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

If both parents of a child work for the District, each parent may take up to 12 weeks of family care and medical leave related to the birth or placement of the child. (see Board Policy AR 4161.8/4261.8/4361.8 for additional information).

7.20 Half-Day Leave

[Whenever a half-day of leave is taken, the teacher's remaining half-day work hours commitment shall mirror the half-day calculation outlined for substitute teacher coverage in 22.4.1, with 50% of the day referring to 50% of the teacher's actual contract-day minutes.](#)

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10. PART-TIME EMPLOYMENT/EARLY RETIREMENT

- Proposed additions/rewordings are underlined in blue.
- Proposed removals are ~~struck through in red~~.

10.1 Part-time Employment

10.1.1 ~~Upon mutual agreement between the parties, t~~ The District shall provide a voluntary part-time employment plan for teachers between the ages of 55 and ~~65, 70~~ 65, 70 in accordance with the provisions of Education Code Section 44922. ~~10.1.2~~ A teacher may therefore not participate in part-time employment under this section before age 55, nor after age ~~65~~ 70. Teachers in the program who reach age ~~65~~ 70 during the school year may continue through the remainder of the school year.

~~10.1.3~~

10.1.2 Part-time teachers shall perform ~~such~~ services ~~which shall be~~ mutually agreed upon by the parties ~~and~~ which meet the needs of the District.

10.2 Early Retirement Options

The District shall provide a voluntary Early Retirement Plan for teachers between the ages of 55 and ~~65~~ 70.

10.2.1 To be eligible for consideration for the Early Retirement Plan, the teacher must:

- have a minimum of ten (10) years of continuous service in the District in a position requiring certification (see Ed Code 44922);
- be between the ages of 55 and ~~65~~ 70;
- have proposed the contract retirement voluntarily.

10.2.2 The retiree shall be provided opportunity to serve ~~forty five (45) days for no more than~~ 270 hours per school year as a Retired Consultant, compensated per the Retired Consultant's hourly rate indicated in Article 18 (Wages) and ~~receive~~ receiving the same salary percentage increase as regular teachers. ~~Retirees serving the full 45 days shall receive \$13,495 with prorated increments for total time less than 45 days. This figure~~ number of hours might have to be reduced to ensure the retiree's income shall not exceed the STRS (State Teachers' Retirement System) maximum allowable earnings. ~~The schedule of payment shall be as requested by the retiree within the constraints of the law. Payment shall be made upon completion of services, as indicated on the appropriate time sheet and submitted to payroll.~~

This position is only considered "seasonal" in the sense that it is characterized by full-time shifts/days and sometimes full-time weeks, but only for limited portions of the year rather than the full year.

Subject to the sole initiative of the District, the District and Association may at any time mutually approve any Retired Consultant for additional hours beyond the annual limit above. Hours approved must still be limited such that the Retired Consultant's income would not exceed the STRS maximum allowable earnings, and it remains the member's responsibility to verify their earnings and limits with CalSTRS beforehand and throughout the process. Neither party is under obligation to approve or to initiate.

10.2.3 The retiree shall perform ~~such~~ services ~~which shall be~~ mutually agreed upon by the parties ~~and~~ which meet the needs of the District.

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Article 10 (Part Time Employment / Early Retirement)

10.2.4 The District shall provide not fewer than forty-two (42) slots (positions). Teachers entering this program will be provided the option of serving for two (2) years. When slots are vacant, the Education Code and STRS allow, and there is District approval, retirees who have served a minimum of two (2) years may be granted additional yearly contracts.

10.2.5 Working Hours for 45-Day Retirees

Hours for ~~45-day retirees who are~~ a Retired Consultant working at a school site shall be the same as teachers' at that school site. ~~45-day retiree~~ Any travel time from one site to another site, ~~the travel time~~ shall be counted as part of ~~his/her~~ their work day.

~~Forty five day retirees who w~~ Such work in the District offices, ~~Instructional Media Center~~, Special Education Office, or other support services buildings will be ~~have~~ the same work hours as that of the staffs in those particular buildings. Non-site hours ~~for 45-day retirees~~ will be eight (8) hours per day inclusive of lunch.

10.2.6 ~~Forty five day~~ Retirees wishing who wish to modify the daily work schedule must submit a request in writing and obtain approval from the Assistant Superintendent of Human Resources or designee. A single final shortened shift (to arrive precisely at the annual limit of hours) shall be automatically considered valid and approved.

10.3 Accumulated Sick Leave

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


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

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

10.4 Retirement Notice Incentive

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





- Proposed additions/rewordings are underlined in blue.
- Proposed removals are ~~struck through in red~~.
- Merely for simplicity, all non-modified sections of the article are not being listed here, and are understood as remaining unchanged by this proposal.

18. WAGES

18.1 Salary Schedules

18.1.5 Attraction/Retention Supplemental Plan for 2021-2022 and 2022-2023 to Augment Total Compensation

- a. Up to \$5,000 tuition reimbursement to the following:

<u>Teachers College of San Joaquin</u>	<u>University of the Pacific</u>	<u>Sacramento State</u>
<u>Humphreys (Multiple and ECE only)</u>	<u>Western Governors</u>	<u>Stanislaus State</u>
<u>University of San Diego (BCLAD)</u>	<u>National University</u>	<u>CSU East Bay</u>
<u>Loyola Marymount University</u>	<u>UMASS (Brandman)</u>	<u>Alliant</u>
<u>Grand Canyon University</u>	<u>University of Phoenix</u>	

- b. Substitute teacher signing bonus: \$1,000 paid after 30th working day (must work 30 days of first 90 days of hire)
- c. Teacher signing bonus for new hires:
- Newly-hired teachers for Math, Science, and Special Ed (by position as well as by credentialing qualification): paid a total of \$7,000 (\$2,500 mid-year check; \$4,500 upon completion of the school year)
 - All other newly-hired teachers besides Math, Science, and Special Ed: paid a total of \$5,000 (\$2,000 mid-year check; \$3,000 upon completion of the school year)

18.2.15 For the 2020-21 school year onward, all salary schedules will be increased by two percent (2%) retroactive to July 1, 2020 above the current levels created by 18.2.14.

Above these increased levels, for the 2021-22 school year onward, all salary schedules will then also be increased by four percent (4%) retroactive to July 1, 2021.

The above retroactive increases to the salary schedule are to include: retired consultants, the teacher hourly salary schedule, preschool teachers, long term substitutes, daily substitutes, the PAR stipend, those percentage stipends paid off the stipend base salary (including Master's/Doctorate degree and preschool longevity stipends), and extra pay for department chairpersons.

Exclusions:

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- Employees who resigned with an effective date prior to the last instructional day of 2021-2022 (May 26, 2022) are not eligible for the 2021-2022 salary increase (4%).
- Employees who resigned with an effective date prior to the last instructional day of 2020-2021 (May 27, 2021) are not eligible for the 2020-2021 salary increase (2%).
- Retirees shall not be excluded.

Retroactive payments per this section shall be paid no later than the November 2022 pay cycle.

18.4.5 Effective ~~January 1, 2001~~ upon ratification by the Association and approval by the Stockton Unified School Board, teachers employed with outside experience shall be given year for year credit up to the maximum possible of 24 steps on the adopted salary schedule ~~up to sixteen (16) years.~~

- a. For initial implementation, the District will notify all employees no later than July 31, 2022 of the option to request salary placement review.

The District will implement new step credit placement in the following sequence:

1. New hires
2. Existing employees who request salary placement review by November 1, 2022
3. Existing employees who request salary placement review after November 1, 2022 but no later than November 1, 2023.

Upon completion of a salary placement review, current employees will have their pay warrant adjusted beginning no later than fiscal year 2023, with new placement retroactively compensated to the effective date above.

- b. After November 1 of the 2023-2024 school year, any salary placement review per this section will not be retroactive to previous years, and salary placement review must be requested by November 1 of any school year to be eligible for change in placement for that school year.

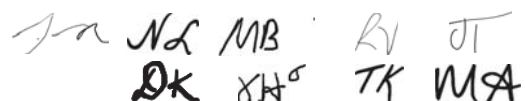
18.16 Additional Salary Schedules

18.16.3 Extra Duty Pay for Athletic Coaches and Other Assignments

- a. The pay for coaching is to be based on the percentage of the Stipend Base Salary (identical to Class 1A of the Teacher's Salary Schedule).
- b. There shall be no additional pay for preschool or vocational coaching.
- c. Any athletics coaching stipend, with its accompanying duties, may be split between two coaches sharing a single position. However, it may only be split equally, and only a maximum of once at a time. (i.e., One stipend with its duties may be split equally among two individuals, but not among three, and also not unequally between two.)

For the 2022-2023 and 2023-2024 school years only, the athletics increment stipends schedule shall add the following stipends (after which it shall revert to its 2021-2022 format unless negotiated otherwise), such that each comprehensive high school will have 18 additional assistant coach positions as follows: (Level 2)





V Baseball (2)	V Softball (2)	V boys basketball	V girls basketball
V boys soccer	V girls soccer	V boys track	V girls track
<u>V boys tennis</u>	<u>V girls tennis</u>	V boys volleyball	V girls volleyball
V cheer	site discretion (fall)	site discretion (winter)	site discretion (spring)

Additionally for the same period, Athletic Director (Level 1) would increase from a single annual stipend to 3 stipends per year by season (fall, winter, spring)

18.16.2 Stipend Base Salary Anchors

- a. Effective and retroactive to July 1, 2019, the Stipend Base Salary shall refer to Class 1A ("non-credentialed") of the Salary Schedule. Thus, whenever Class 1A of the Salary Schedule changes, the Stipend Base Salary upon which increment codes are based shall be synonymous and equal to the new Class 1A amount of the Salary Schedule.
- b. Effective and retroactive to July 1, 2021 preschool teacher percentage stipends shall use a Preschool Stipend Base Salary, which shall refer to Column I, Step 3 of the Preschool 8 hour per day schedule. Thus, whenever I-3 of the Preschool 8 hour per day schedule changes, the Preschool Stipend Base Salary upon which preschool teacher percentage stipends are based shall be synonymous and equal to the new I-3 amount of the Preschool 8 hour per day schedule.

18.16.4.1 Degree Stipends

- a. Master's Degree (in Class C, D, E and F only): 3.3% of the Stipend Base.
~~\$1456.~~
- b. Doctorate Degree: 6.6% of the Stipend Base
- c. Official transcripts verifying degree conferral must be submitted to Human Resources by November 1 to receive the stipend for the current school year. Teacher fulfillment of all degree requirements must have been completed prior ~~Degree must have been conferred~~ to the first day of the employee's work year. It is the responsibility of the teacher to obtain transcripts on or before this deadline. Transcripts received after this deadline shall not be considered for stipend issuance until the succeeding school year.

18.16.4.2 Effective and retroactive to July 1, 2021 preschool teachers shall receive Master's and Doctorate stipends using the percentages of 18.16.4.1 applied to the Preschool Stipend Base Salary (18.16.2.b).

~~Earned Ed.D. and Ph.D. Degree: \$2912. Official transcripts verifying degree conferral must be submitted to Human Resources by November 1 to receive the stipend for the current school year. Degree must have been conferred prior to the first day of the employee's work year. It is the responsibility of the teacher to obtain transcripts on or before this deadline. Transcripts received after this deadline shall not be considered for stipend issuance until the succeeding school year.~~

18.16.4.6 Bilingual Stipend

~~Teachers assigned to bilingual classes and possess a current California Bilingual Cross Cultural Credential, a Bilingual Certificate of Competence or a Language Development Specialist Certificate; and~~ Unit members shall receive a stipend equal to 2.5% of the

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Stipend Base Salary who qualify as functionally bilingual in any language in addition to English (including ASL) as determined by at least one of the following:

- certificate of biliteracy; or
- bachelor’s degree or greater in the language; or
- any certification that would qualify the teacher as a translator/interpreter; or
- any mutually approved language proficiency verification/testing or other verification mutually agreeable to the District and Association.

Any member applying and qualifying for the bilingual stipend agrees to be included in an internal-eyes-only District list of “voluntary language-support” personnel. While inclusion on this list does not itself obligate any member to provide language-related assistance, it is the intent that broad transparency among District employees can naturally lead to meaningful interdependence in connecting with students and families.

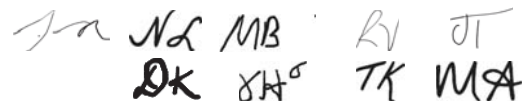
18.19 PreK (Preschool) Longevity Stipend

Teacher Time in District (consecutive)	Longevity Stipend
Zero to four (0-4) full years	N/A
Five to nine (5-9) full years	<u>1% of the Preschool Stipend Base (18.16.2.b)</u>
Ten to nineteen (10-19) full years	<u>2% of the Preschool Stipend Base</u>
Twenty (20) full years or more	<u>3% of the Preschool Stipend Base</u>

18.20 Retired Consultant Hourly Rate

The hourly rate for retired consultants is recognized as having been \$50.98 in 2020-2021. [Note: This number includes the 2% retroactive increase applied near the end of last year as part of the 2019-2020 agreement, but not the new increases from this agreement.] It is understood that the increases applied by this agreement result in a new rate of \$54.08 from 2021-2022 onward.





26. PEER ASSISTANCE AND REVIEW (PAR)

- Proposed additions/rewordings are underlined in blue.
- Proposed removals are ~~struck through in red~~.
- Merely for simplicity, all non-modified sections of the article are not being listed here, and are understood as remaining unchanged by this proposal.

26.8 PAR activity/language (26.1 through 26.7 and references to PAR elsewhere in the Agreement) is suspended through June 30, 2023~~for 2020-2021 only~~.

a. Until otherwise negotiated, any teacher who most recently received an Unsatisfactory final evaluation, shall, for the following year:

- ~~...if currently~~ referred to PAR is to be followed up with in ~~2021-2022~~ 2023-2024.
- ~~During 2021,~~ ...evaluation-related support for teachers who most recently received a final evaluation of Unsatisfactory shall be parallel to that of teachers who received Needs Improvement.
- ...shall not be reassigned any evaluator who has previously evaluated the teacher as Unsatisfactory.
- ... shall be allocated a "site mentor" (paralleling existing practice; similar but not identical to an induction support provider and not necessarily from the teacher's site). The District shall make every effort to pair appropriately experienced mentors for the teacher's context (e.g. life level, subject, SPED, etc.). Selection and compensation shall parallel existing practice for site mentors.

b. For anyone appointed to the PAR panel, 2020-2021, 2021-2022, and 2022-2023 each shall not be considered a year of their term.

c. The District and the Association agree to form/maintain a committee of six individuals, three appointed by each party, to jointly continue crafting, modifying and/or developing a program to address the resources and supports needed by PAR candidates ~~the District's PAR solution~~, and make a presentation with and recommendations to the bargaining teams for ~~2020-2021~~ 2022-2025 Successor negotiations. The committee may meet during the work day with District-paid release time, on a District-paid hourly basis outside the teachers' work day, or both. ~~Article 25 shall be reopened for 2020-2021 negotiations accordingly without counting toward either party's reopener allotment.~~

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27. CONTRACT WAIVER

- Proposed additions/rewordings are underlined in blue.
- Proposed removals are ~~struck through in red~~.

27.1 Purpose and Guidance

27.1.1 Purpose

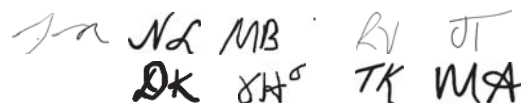
The purpose of the site-based decision making contract waiver is to provide an opportunity for school employees (management, certificated and classified) and the school community to jointly shape decisions regarding governance, curriculum and organization at the school level in order to improve the teaching-learning process. Proposals originating from this problem solving process can range from one that is limited in scope and affects a small segment of the school to one that is broad enough to affect the entire school. Proposals that make changes that previously would have been discretionary to the school and within the authority of the principal need not be subjected to this process. The purpose of this process is to set forth the steps that originators of educational change proposals based upon concepts of participatory management must take to get approval for the change.

27.1.2 Guidance (Chronological Overview)

This subsection illustrates the intended time sequence of steps in the waiver generation and approval process. While deviating from the timeline shown below can incidentally create risks of non-approval, the later “Process” section of this article is the authoritative rule. It is merely recommended that sites follow this timeline in order to achieve compliance with the process.

November (preview)	<ul style="list-style-type: none"> • STA site rep(s) provide teachers with rough waiver language showing proposed changes, then also preview with teachers at the November faculty meeting in preparation for the December faculty meeting.
December (finalize)	<ul style="list-style-type: none"> • STA site rep(s) distribute waiver language to the faculty at least 3 working days (72 hours) ahead of the last faculty meeting in December. • At the December faculty meeting, STA site rep(s) address any concerns or questions, and also conduct a straw poll to verify general support. • STA site rep(s) finalize waiver language in light of Q&A / straw poll.
January (vote)	<ul style="list-style-type: none"> • STA site rep(s) distribute finalized waiver language to all staff at least 3 working days (72 hours) before a faculty meeting in January. • At a January faculty meeting, STA site rep(s) would conduct an official waiver vote by STA members. <ul style="list-style-type: none"> ◦ If the waiver vote passes with a 2/3 supermajority approval, STA site rep(s) will deliver a copy of the waiver to STA. • At the January School Site Council (“SSC”) meeting, STA site rep(s) will present the waiver for SSC vote. <ul style="list-style-type: none"> ◦ If SSC approves the waiver, STA site rep(s) will deliver a copy to STA. SUSD (Asst Supt of HR and Asst Supt of Ed Services).
February	<ul style="list-style-type: none"> • SUSD and STA each reviews the request.





(acid test)	<ul style="list-style-type: none"> ○ STA President/CTA Staff reviews the request. ○ <u>If approved, STA the Site Rep will bring present</u> the waiver to the Association's executive board for final approval. ○ If rejected by either party, the waiver will be returned to the site rep(s) to draft more appropriate contract waiver language. ○ <u>If approved, STA will sign and send it to the District for approval.</u> ● <u>SUSD reviews the request.</u> <ul style="list-style-type: none"> ○ <u>If rejected, the waiver will be returned to the site rep(s) to draft more appropriate contract waiver language.</u> ● If approved by both, the District will <u>sign and</u> bring the waiver to the school board for final approval.
March / April (approval)	<ul style="list-style-type: none"> ● The SUSD school board and STA executive board each consider the waiver and either approves or denies the waiver as written. Approval by both is required for waiver authorization.

27.2 Process

The School Site Council ("SSC"), as constituted by Education Code Section 52800 et. seq., shall be the site authority for contract waiver and for recommending action to the Board of Education. Any subcommittee of the School Site Council addressing potential waivers of the SUSD/STA collective bargaining agreement shall be constituted with a majority of teachers.

The District and Association recognize the need for all participants to have accurate information concerning the operation and procedures of the School Site Council. In an effort to keep all participants informed, the District and Association will jointly produce the "School Site Councils: Their Composition, Role, and Responsibilities." This manual will be made available to school site staff. The District and Association will work jointly to make suggestions on how the School Site Council can be as effective as possible.

27.2.1 Change originators develop a specific change proposal. The proposal should identify the educational purpose, the methods to be used, the process by which the proposal is to be evaluated and fiscal impacts, and may include additional descriptive materials. Proposal originators shall also be required to show definite proof of substantial support by all staff that will be affected by the proposal.

27.2.2 The contract waiver will be reviewed by the School Site Council. In addition to judging the educational value of the proposal, the School Site Council will assure that the plan is in conformance with the school plan. In reviewing the proposal, the School Site Council should work closely with the originators and others to consider or redefine the proposal and include timelines for implementation. Aside from waiver renewals (27.2.2.1), ~~C~~ contract exceptions are granted for one (1) year at a time. In some cases, it may be necessary to implement the proposal for more than one (1) year. In no case shall a proposed contract exception exceed two (2) years without an additional vote. Also, the School Site Council is responsible, along with the originators, to identify any conflicts the proposal may have with collective bargaining agreements, District regulations and State law. In making these identifications, the Council shall consult with STA and the District. The Council shall carefully consider ramifications and alternatives before determining a need for any contract exception, Board Policy waiver or State law waiver. (Conflicts with Federal law must be resolved prior to submission to the Assistant Superintendent of Human Resources or designee.)





Once the proposal is fully developed, the school site council shall forward the proposal, along with its recommendation(s), to the Assistant Superintendent of Human Resources or designee, as well as Assistant Superintendent of Educational Services or designee.

27.2.2.1 Waiver Renewals

A waiver renewal refers to reusing identical waiver language (only updating the indicated school year) in current use at the site, authorized the previous year by STA and the school board.

Waiver renewal differs from the normal process in that a renewal:

- can be requested either for the next one (1) school year or for the next two (2) school years;
- explicitly verifies with voting staff that no changes to the current waiver are desired;
- may be undertaken earlier in the school year as there is no need for modifying, removing, or adding any language; and
- only requires the site faculty vote to approve by a simple majority (instead of a two-thirds majority).

The Association and District each retain discretion to approve any two (2) year waiver request for one (1) year instead of a requested two (2).

If a waiver renewal's simple-majority faculty vote fails or the SSC itself does not approve the renewal, the staff remains free to pursue (mindful of timelines) the full waiver process with new or updated language that a staff supermajority and SSC would each find acceptable.

27.2.3 The proposal is sent to: ~~1) Assistant Superintendent of Educational Services or designee Elementary or Secondary Education, 2) Stockton Teachers Association President and Executive Director, and 3) Assistant Superintendent of Human Resources or designee.~~ STA reviews the waiver, if approved, signs the waiver and sends it to the Assistant Superintendent of Educational Services or designee Elementary or Secondary Education. Educational Services is ~~The Directors of Elementary and Secondary Education are~~ responsible for legal and educational review. If any party requests a meeting to discuss the proposal, a meeting will be convened prior to the proposal being presented to the Board. The meeting will be for review purposes only.

The proposal is then sent to the Superintendent for placement on the Board of Education agenda for its consideration. The requesting school will present its proposal to the Board of Education. The Superintendent may make recommendations to the Board, but approval of the proposal rests with the Board. If the Board approves the proposal and there is a need for changes or exceptions to Board Policy or State law waivers, the Board will direct that those activities be undertaken prior to the implementation of the proposal. If there are conflicts with other collective bargaining agreements, the Board will direct the administration to work with those units to seek waivers.

27.2.4 If the plan requires an exception to the SUSD/STA contract, the process shall be as follows:

27.2.4.1 Exceptions shall be limited to the following articles:

- Article 2. Class Size
- Article 6. Teaching Hours
- Article 8. Liaison Committee
- Article 9. Miscellaneous
- Article 12. Preschool Programs

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Article 19. Walton Special Center
Article 20. Adult Education Teachers
~~Article 27. Year Round Elementary Schools~~

- 27.2.4.2 ~~Following approval by the SSC, A Contract Waiver Request Form; (“Demand to Bargain Contract Change”); shall be prepared~~ completed by the school site and sent to the ~~Director of Labor Relations Assistant Superintendent of Human Resources or designee, Assistant Superintendent of Educational Services or designee, in the Human Resources Office and the STA President Executive Director~~ for review. All members of the School Site Council who are present for the vote (or in the event of an emergency vote on a secret mail or electronic ballot with a 30 day notice per AB361) must sign ~~this form~~ SBFORM2 (see Appendix H). Appendix H and any other documents to be delivered in connection herewith may be electronically signed in the event of an emergency, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.
- 27.2.4.3 ~~Following waiver document submission to the District and STA, the District and STA will meet within ten (10) working days to each~~ review the request and then sign and send it to the District if approved. ~~and if tentatively approved by both, the District will bring the waiver to the school board for approval. If rejected by either party, the waiver will be returned to the faculty representative begin the necessary steps with the option to draft more appropriate contract waiver language. Any subsequent language agreed to shall be returned to SSC and the principal and the site faculty representative(s) for a vote by both the faculty and SSC before then being resubmitted to the District and STA for approval before finally going to the school board.~~
- 27.2.4.4 Ballots for faculty voting will be prepared by ~~the principal and~~ the faculty representative (s) and contain the wording sent by the District and STA.
- 27.2.4.5 The proposed contract waiver language will be distributed at least three (3) working days prior to the vote. The vote will be by secret ballot and conducted at a regular faculty meeting (or, in an emergency making in-person voting unsafe, using secret ballot by mail or electronic secret ballot). A ballot will be mailed to off-session faculty at year-round schools or any school format involving staff rotation that could inhibit off-cycle member access to voting.
- 27.2.4.6 The votes will be tallied by the principal and the faculty representative (s) and reported on the Final Exception Form (Appendix H).
- 27.2.4.7 At least two-thirds (2/3) of the teachers voting must vote in the affirmative to deviate from the contract (Appendix H).
- 27.2.4.8 The faculty will be notified of the results of the vote no later than twenty-four (24) hours after the vote.
- 27.2.4.9 The Final Exception Form will be completed and sent to the SUSD Human Resources Office and the STA Office.
- 27.2.4.10 To continue the exception, it must be voted on against the end of the timeline specified in the proposal.





27.2.4.11 It is permissible to vote on an exception at the end of one year to affect the next school year.

27.2.4.12 If the majority of the teachers determine that the agreed-upon exception is not solving the identified problem, the principal and faculty representative (s) should contact the SUSD Human Resources Office and the STA Office to request a modification or discontinuance of the exception.

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[unclear] CA AF RF

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OK SH^o TK MA

STOCKTON TEACHERS ASSOCIATION
and
STOCKTON UNIFIED SCHOOL DISTRICT

CONTRACT WAIVER REQUEST FORM
~~DEMAND TO BARGAIN CONTRACT CHANGE~~

This form is to be utilized by a school ~~AFTER the Governing Board has approved the new school plan and the site is~~ requesting a contract exception from the SUSD/STA collective bargaining agreement pursuant to Article 278, Section 278.2.4.2. Alternatives to the requested exception should be pursued prior to submitting this request in an effort to eliminate the need for this request.

School: _____ Date: _____

1. What is the proposed educational change trying to achieve?

2. Date Plan was approved by ~~the Governing Board~~ School Site Council (SSC): _____

3. What STA/SUSD contract article and section does the school perceive to be an obstruction to its plan?

4. What do you perceive the obstruction to be?

5. What will result when the article and section are modified?

Signatures: Principal _____ STA Faculty Representative _____

NOTE: All members of the school site council who are present for the vote must sign on the reverse side of this SBFORM2.

Complete **TWO** copies of this form with original signatures and send **one** to **each of the following**:

~~Stockton Unified School District~~
~~Attention: Assistant Superintendent~~
~~Human Resources Department~~
~~701 North Madison Street~~
~~Stockton, CA 95202~~

Stockton Teachers Association
Attention: STA President Executive Director
2291 W March Ln Ste A-110 P.O. Box 8465
Stockton, CA 952078

-DO NOT WRITE BELOW THIS LINE-

Problem(s) that STA/SUSD see with the school's request:

Approve/Deny

Approve/Deny

STOCKTON UNIFIED SCHOOL DISTRICT

DATE

STOCKTON TEACHERS ASSOCIATION

DATE

SBFORM1
04/02

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(COMPLETE 2 ORIGINALS)

Handwritten initials: JH, NL, MB, RH, JT, DK, SH, TK, MA

SCHOOL SITE COUNCIL MEMBERS WHO ARE PRESENT WHEN THE VOTE IS TAKEN FOR THE REQUESTED CHANGE MUST SIGN BELOW:

Chairperson's Signature: _____

Signature of School Site Council Members	Date

MSL GR JM LL
JA CA AF RF

JA NL MB RV JT
DK SH^o TK MA

STOCKTON UNIFIED SCHOOL DISTRICT
and
STOCKTON TEACHERS ASSOCIATION

CONTRACT WAIVER
PROPOSED CONTRACT EXCEPTION LANGUAGE

~~This form is to be utilized by the SUSD/STA negotiating teams after they have completed negotiations on a contract waiver.~~ This form identifies the proposed contract waiver language and is to be distributed to teachers at least **three (3) days prior** to the date of the faculty meeting at which the vote on the newly proposed contract language will be taken by secret ballot. (Section 278.2.4.5)

SCHOOL:

CURRENT CONTRACT LANGUAGE:

PROPOSED CONTRACT LANGUAGE:

If the proposed contract language change is approved by a 2/3 vote of the faculty (51% for a renewal, subject to Article 27 waiver renewal guidelines), it will be in effect through the XXXX-XXXX school year(s).

SBFORM2

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Handwritten initials: NL, MB, RV, JT, DK, JH, TK, MA

STOCKTON UNIFIED SCHOOL DISTRICT
and
STOCKTON TEACHERS ASSOCIATION

CONTRACT WAIVER
CONTRACT EXCEPTION BALLOT

This is the official ballot that STA bargaining unit members will vote on, usually during a regular faculty meeting. Ballots are to be passed out and collected during the meeting at which the vote is taken. ([Electronic voting by secret ballot is only permitted if voting guidelines are faithfully adhered to for anonymity, STA-members-only, one-vote-per-member, etc.](#))

SCHOOL:

Contract Sections to be modified:

— ~~Name of Article:~~

— ~~Contract Section:~~

PROPOSED CONTRACT LANGUAGE

In order to accommodate the request of (School Name) for a contract exception to permit implementation of the contract waiver to be adopted by the SUSD Board of Education ~~on XXX-XX,~~ ~~20XX~~ the Parties agree as follows:

If the proposed contract exception is approved, it will be in effect for the following period of time.

From

Through

YES

NO

I APPROVE THE PROPOSED CONTRACT EXCEPTION LANGUAGE. In accordance with Section 278.2.4.10, the above language is approved for extension through the XXXX-XXXX school year(s)

DATE _____

Handwritten signatures: GR, JM, LL, RF, JH, RA, AF

Handwritten signatures: NL, MB, BK, SH, RV, JT, TK, MA

STOCKTON UNIFIED SCHOOL DISTRICT
and
STOCKTON TEACHERS ASSOCIATION

CONTRACT WAIVER

FINAL EXCEPTION FORM

This form is to be utilized by the school site when reporting the results of the vote on the contract exception language. ~~Do not use this form until the Contract Waiver Request Form has been submitted and acted upon, new language has been developed, and STA staff on site have voted on the new language.~~

SCHOOL _____

DATE OF VOTE _____

Contract Sections to be modified:

~~_____ Name of Article:~~

~~_____ Contract Section:~~

Attach a copy of the “Proposed Contract Exception Language” form identifying the current contract language and the proposed contract language to this form.

Number of STA bargaining unit members at your site: _____

Number of STA bargaining unit members present for vote: _____
(And received from off-track teachers, if applicable)

Number of STA bargaining unit members voting in favor of the exception: _____

Number of STA bargaining unit members present and NOT voting in favor of this exception: _____
(Note: 2/3 majority required to effect a change, or 51% for a renewal, as per §278.2.4.7)

Signature of Principal _____

Signature of STA Faculty Representative _____

Complete ~~TWO~~ copies of this form with original signatures and send ~~one~~ to ~~each of the following~~:

~~Stockton Unified School District
Attention: Assistant Superintendent
Human Resources Department
701 North Madison Street
Stockton, CA 95202~~

Stockton Teachers Association
Attention: STA President Executive Director
2291 W March Ln Ste A-110 P.O. Box 8465
Stockton, CA 95207~~8~~

BALLOTS TO BE KEPT BY THE SITE'S STA REPRESENTATIVE(S) FOR TWO YEARS

SEND ALL BALLOTS WITH DISTRICT'S COPY OF THIS FORM

[Handwritten signatures: JMF, GR, JM, LL, JH, CA, AF, RF]

[Handwritten signatures: JN, ND, MB, RV, JT, DK, SH, TK, MA]

SBFORM5
04/02

(COMPLETE 2 ORIGINALS)