

**July 1, 2019 - June 30, 2022**

**(Contract Re-Openers 2020)**

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN  
SELMA UNIFIED SCHOOL DISTRICT**



**and**

**SELMA UNIFIED TEACHERS ASSOCIATION  
(S.U.T.A.)**



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## **Appendix F – Summer/Adult School Hiring Criteria Matrix**

1 This Agreement was made and entered into this 12th day of February,  
2 2020, between the Selma Unified School District (hereinafter referred to as  
3 "District") and the Selma Unified Teachers Association/California Teacher  
4 Association/National Education Association (hereinafter referred to as  
5 "Association").

6 //

1 **ARTICLE I - RECOGNITION**

2       The Board recognizes the Selma Unified Teachers  
3 Association/California Teachers Association/National Education  
4 Association (hereinafter referred to as "Association") as the exclusive  
5 representative of all certificated employees of the Board including all  
6 Certificated Employees as Classroom Teacher(s), Special Education  
7 Teacher(s), Nurse(s), Psychologist(s), Teacher Librarian(s), Teachers on  
8 Special Assignment, Academic Coaches, Division Chairperson(s), Adult  
9 Education Teacher(s), Elementary PE Teacher(s), and Summer School  
10 Teacher(s), who are full-time District employees, and excluding classified  
11 employees, management employees, supervisory employees, confidential  
12 employees, and substitutes. This exclusion includes the following:  
13 Superintendent, Assistant Superintendent(s), Principal(s), Director(s),  
14 Coordinator(s), Learning Director(s), Program Manager(s), Assistant  
15 Principal(s), Counselor(s), and Facilitator(s). This unit comprises  
16 Certificated Employees of the Selma Unified School District, a majority of  
17 whom wish to be represented by this organization for the purpose of  
18 meeting and negotiating.

19 / /

## **ARTICLE II - NEGOTIATION PROCEDURES**

1. In or about two (2) months prior to the expiration of this contract, and after compliance with Section 3547 of the Government Code, the parties shall meet and negotiate in a good faith effort to reach agreement on negotiable items.
2. Negotiations shall take place at mutually agreeable times and places. If negotiation sessions are held off the property of the Selma Unified School District, the costs of the meeting place shall be borne jointly by the District and the Association.
3. The Association shall designate up to six (6) unit members, one (1) each from the following grade spans and department: TK-3, 4-5, middle school, high school, and special education, plus the Association president, all of whom shall receive a reasonable amount of release time without loss of compensation to attend negotiation sessions. The Association retains the right to have representation from California Teacher Association (CTA) during bargaining meetings. The District shall designate up to five (5) district representatives, excluding outside consultants, to attend negotiation sessions. Negotiation sessions shall be scheduled alternately between release time and non-duty time.
4. Either party may perform their respective duties by means of authorized officers, individual representatives or committees.
5. Either party may utilize the services of outside consultants to assist in the negotiations.
6. Both parties agree that they shall arrive at negotiations prepared and ready to proceed.
7. A caucus may be called by either spokesperson as needed, and the

**ARTICLE II - Page 2**

respective spokesperson shall provide an estimate of the length of time the team will need for the caucus. In the event that a caucus is likely to exceed the spokesperson's initial estimate, he/she shall notify the other team, and either provide a new estimate of the additional caucus time needed or check back with the other team on a periodic basis.

8. At the end of each negotiation session, the parties will set the next two negotiations dates, establish the agenda for the next session, and assign any tasks necessary for preparation for the next session to the appropriate team.

9. All tentative agreements reached between the parties shall be in writing, signed or initialed by the parties, and are to be supported by the teams upon presentation to their respective constituencies and shall not become effective until formal ratification.

10. Once a tentative agreement has been reached by both parties, the Association and District teams shall meet to review the entire completed agreement for accuracy prior to signatures, ratification by unit members, and Board approval.

11. Within thirty (30) days of ratification of a contract, copies of that contract shall be distributed to each unit member.

//

**ARTICLE III - DISTRICT AND MANAGEMENT RIGHTS**

It is agreed the District retains all rights granted by law.

//

**ARTICLE IV - EMPLOYEE RIGHTS**

It is agreed that the employees retain all the rights granted by law.

//

1 **ARTICLE V - ASSOCIATION RIGHTS**

- 2 1. The Association shall have the right of access to bargaining unit  
3 members at reasonable times. The term "reasonable times" as used  
4 herein means employee meal periods and any time before or after an  
5 employee's instructional, preparation, or assigned duty time when  
6 such an employee is present upon District property, but is not  
7 expected to be performing services or to be ready to perform service  
8 on behalf of the District.
- 9 2. Representatives of the Association may contact employees in any  
10 lounge facility, meeting room, office or classroom of the District,  
11 provided that nothing herein shall be deemed to permit such access  
12 to a teacher during working hours except non-duty breaks and the  
13 lunch period.
- 14 3. Representatives of the Association shall have the right, subject to  
15 coordination, to utilize District facilities and equipment available in  
16 staff rooms and work areas. Employee organizations using  
17 equipment shall reimburse the District for any cost thereof. Site  
18 level unit committee meetings may be approved by contacting the  
19 District Office by email for use permission. All other requests to  
20 utilize facilities shall be made upon forms provided by the District,  
21 and shall be subject to prior requests for the utilization of such  
22 facilities by groups entitled to their use under the provisions of the  
23 Education Code. Meetings conducted in such facilities shall in no  
24 way conflict with the public school purposes of the District as  
25 defined in the Education and Government Codes, or interfere with  
26 the ongoing instructional program.
- 27 4. To assure the safety and security of students, any representative of

**ARTICLE V - Page 2**

the Association who wishes to enter a school campus of the District during hours in which students are present shall notify the principal's office of his/her identity and status as the representative of an employee organization. Appropriate identification and credentials may be required. Access pursuant to this agreement shall, in all instances, be subject to the right of the individual employee to not be harassed, restrained, intimidated or coerced.

5. The Association shall use designated portions of District bulletin boards for posted communications to its members. District mail boxes, e-mail, and SUTA website may also be used for association communications.

6. Nothing herein shall be deemed to permit the posting or distribution of libelous or obscene materials.

7. Use of facilities by the Association shall be limited to meeting activities necessary for fulfilling their role as exclusive representative.

8. The Association shall, by August 31<sup>st</sup> of each year, notify the District electronically, of the names of its local officer(s) and executive team. The organization agrees to notify the district of any changes in officers and executive team members during the year. All material posted on District bulletin boards or sent through District mail by the organization must be on official stationery. Prior to posting or sending through the mail material prepared by someone other than the local organization, a copy shall be submitted to the District Superintendent with a cover letter from the local organization giving authority for the material.

1 **ARTICLE V - Page 3**

2 Material prepared by an individual representing the Association  
3 which is not on official stationery shall be signed by the responsible  
4 individual.

- 5 9. Upon request, the District shall furnish the Association, an  
6 electronic copy of the following documents, as available, on the  
7 following time schedule:

8 A. Annually (after Board of Trustee adoption):

- 9 1. The General Fund Budget, including income,  
10 expenditure, restricted fund and tax rate pages;  
11 2. The yearly tabulation of the number of unit members at  
12 each place on the salary schedule;  
13 3. The name and school site of each person of the unit;  
14 4. Annual Audit.

15 B. Semi-Annually (after Board of Trustee adoption):

- 16 1. Additions to or deletions from the unit as they occur;  
17 2. Budget Report after presentation to the Board of  
18 Trustees.

- 19 10. The Association may call general and/or committee meetings.

- 20 11. Annually, by March 1st, the Association shall provide the District  
21 with a list of scheduled site and district Association meetings for the  
22 school year, with the understanding by the District that Association  
23 business may arise which necessitates additional meetings. Unit  
24 members who will be attending Association meetings will be released  
25 from work ten (10) minutes after the end of the student day unless  
26 assigned after school supervision or other duties at the end of the  
27 day. The District shall refrain from scheduling events which will

**ARTICLE V - Page 4**

conflict with previously scheduled Association meetings.

12. The District will not interfere with Association right to transact Association business.

13. The Association may utilize authorized officers, representatives, committees and/or consultants in fulfilling its role as exclusive representative.

14. A unit member who serves as a representative to the State CTA Council will be allowed the equivalent of two (2) days release time for the purpose of attending council meetings.

15. The Association's executive team may take up to a combined total of one hundred sixty (160) release hours per year to conduct Association business. The days shall be selected by the Association's executive team so as to have the least instructional impact on the students. Executive team members shall utilize the School Business Substitute System prior to logging absences on the District's Absence Management System and shall have access to the School Business Substitute Request Calendar. Absences shall be requested five (5) working days in advance, whenever possible. The Association will pay the cost of the substitutes, if any, at the rate currently charged for a day-to-day certificated substitute, including the cost of heavily impacted days.

A. The Association shall notify the Human Resources Division of the names of the executive team members by August 31<sup>st</sup> of the school year.

16. Unit members who receive release time paid for by the Association shall not have their attendance and/or leave affected.

1 **ARTICLE V - Page 5**

2 17. "New Employee Orientation" means the process by which a newly  
3 hired unit member is advised of his/her employment status, rights,  
4 benefits, duties, responsibilities, and/or any other employment  
5 matter. An employee orientation may be in person, online, or  
6 through other means or mediums.

7 A. Initial Hires at Start of School Year

8 1. The District shall provide an annual, New Employee  
9 Orientation which shall take place prior to the first  
10 contracted work day, except when no new bargaining unit  
11 members are commencing employment at the start of a  
12 given year.

13 a. New Employee Orientation shall encompass all  
14 preservice days designated by the District; attendance is  
15 mandatory.

16 b. New employees shall be compensated at their daily rate  
17 of pay.

18 c. Seniority date and date of hire shall be established by  
19 attendance at the New Employee Orientation,  
20 notwithstanding provisions for seniority dates for  
21 temporary and intern employees.

22 2. The District shall provide electronic notification of the date,  
23 time, and location of the New Employee Orientation(s) to the  
24 Association President and Vice-President a minimum of ten  
25 (10) days prior to the orientation meeting(s).

26 3. The Association shall be provided sixty (60) minutes of  
27 uninterrupted, in-person time to communicate with

1 **ARTICLE V - Page 6**

2 bargaining unit members at the initial start of the school  
3 year during New Employee Orientation. Such time will not  
4 be provided at the end of the meeting day unless the  
5 Association requests to be placed at the end of the agenda.

6 District administration will excuse themselves during  
7 Association time.

8 B. Hires After the Start of School

9 A New Employee Orientation shall be provided to new bargaining  
10 unit members hired after the start of school within ten (10) work  
11 days of the date of hire. Attendance is mandatory. All  
12 provisions in A.1-A.3 shall apply.

13 C. Mid-Year Hires

14 Any bargaining unit members hired after the start of the school  
15 year shall be provided with a New Employee Orientation within  
16 ten (10) work days of the start of the second semester or from  
17 their date of hire, whichever is latest. Attendance is mandatory.  
18 All provisions in A.1-A.3 shall apply.

19 D. The Association is entitled to invite California Teachers  
20 Association (CTA)-endorsed vendors and CTA staff to the  
21 Association portion of New Employee Orientation meetings and  
22 will have access to District audio and visual equipment for  
23 Association presentations.

24 E. If a New Employee Orientation is held during contractual work  
25 hours, up to four (4) bargaining unit members selected by the  
26 Association shall have District-paid release time to attend and  
27 participate in the association portion of the orientation.

**ARTICLE V - Page 7**

F. By September 1st and February 1st of each school year, the following bargaining unit member information shall be electronically delivered to the Association President in digital format. For any bargaining unit members hired after September 1st or February 1st, the information shall be provided no later than thirty (30) days after the date of hire:

1. Name
2. Home Address
3. Phone Numbers: home and cell, if available
4. Personal email addresses (non-District), if available
5. School Site
6. Grade Level/Assignment
7. Date of Hire
8. Seniority Date
9. Full-time Equivalent Status
10. Employment Status (i.e. Probationary, Permanent, Temporary, etc.)

//

1 **ARTICLE VI – PAYROLL DEDUCTIONS**

2 1. Voluntary Deductions

3 A. Any monthly payment of a year or more duration may be  
4 payroll deducted upon appropriate written authorization from  
5 the unit member. Such voluntary deductions may include,  
6 but are not limited to, insurance premiums, credit union  
7 accounts, savings bonds, salary protection premiums, or  
8 charitable deductions. The District may deduct for other  
9 plans or programs as provided in the law.

10 B. The District shall not be obligated to put into effect any new,  
11 changed, or discontinued deduction.

12 / /

1 **ARTICLE VII - GRIEVANCE**

2 1. Definitions

3 A. A "grievance" is a formal, written allegation by a unit member  
4 or the Association that there has been a violation,  
5 misinterpretation, or misapplication of the provisions of this  
6 collective bargaining agreement or law.

7 B. A "grievant" may be any certificated employee of the District  
8 covered by this collective bargaining agreement, or the  
9 Association.

10 C. A "day" is any whole day during which the unit member is  
11 contracted.

12 2. Processing of Grievance

13 A. Informal Level - Within ten (10) days after the bargaining unit  
14 member knew or reasonably should have known of the event  
15 or circumstance occasioning the grievance, the grievant shall  
16 initially request to meet with his/her immediate supervisor in  
17 an attempt to resolve the grievance informally. The grievant  
18 shall inform the supervisor at the time of the request that the  
19 intent of the meeting is to attempt to resolve the grievance at  
20 the informal level.

21 During the informal meeting, the grievant shall also  
22 provide the supervisor with the timeline as to when the alleged  
23 contract violation(s) occurred. Within three (3) days of the  
24 informal grievance meeting, the supervisor shall respond in  
25 writing to the grievant.

26 B. Level 1 - If the grievance is not resolved at the informal level to  
27 the satisfaction of the grievant, a formal grievance may be

1 **ARTICLE VII – Page 2**

2 initiated in writing not later than ten (10) days after the  
3 written response from the informal grievance meeting was  
4 received. The grievance shall be in writing with copies to the  
5 Association, his/her immediate supervisor, and the Assistant  
6 Superintendent, Human Resources, stating the following:

- 7 1. Statement of grievance listing the specific action and  
8 events alleged to violate this agreement;
- 9 2. The specific article(s) pertaining to the alleged violation;
- 10 3. Steps taken to resolve differences through informal  
11 means;
- 12 4. The supervisor's proposed resolution(s) to the informal  
13 grievance;
- 14 5. Proposed resolution(s) the grievant recommends the  
15 District take to resolve the grievance.
- 16 6. The above requirements do not pertain to grievances  
17 that are taken immediately to Level 2. The immediate  
18 supervisor shall communicate a decision in writing to  
19 the grievant on the appropriate form with a copy to the  
20 Assistant Superintendent, Instruction/Personnel, and  
21 the Association within ten (10) days after receiving the  
22 grievance.

- 23 C. Level 2 - In the event the grievant is not satisfied with the  
24 decision at Level 1, he/she may appeal the decision to the  
25 Assistant Superintendent, Human Resources, within ten (10)  
26 days after receiving the Level 1 decision. The written appeal  
27 shall contain the following:

1 **ARTICLE VII - Page 3**

- 2 1. A copy of the original grievance;  
3 2. The decision reached at Level 1;  
4 3. A clear, concise statement of the reasons for the appeal.

5 Within ten (10) days after the grievance has been received by  
6 the Assistant Superintendent, Instruction/Personnel, the  
7 grievance shall be discussed at a meeting with the Assistant  
8 Superintendent, Instruction/Personnel, the grievant, an  
9 Association representative, and the Grievance Chairperson. A  
10 topic covered at the Level 2 meeting may be discussed with  
11 the grievant's immediate supervisor. Within ten (10) days of  
12 the Level 2 Grievance Meeting, the Assistant Superintendent,  
13 Human Resources, shall respond in writing to the grievant on  
14 the appropriate form with a copy to the Association and the  
15 immediate supervisor.

- 16 D. Level 3 Mediation - The District shall inform the Board of  
17 Trustees of all grievances that advance to the mediation level  
18 and beyond. If the grievant is not satisfied with the Level 2  
19 decision, he/she may request the appointment of a mediator  
20 from the California State Mediation and Conciliation Service.  
21 The mediator shall meet promptly with all interested parties  
22 and attempt to resolve the grievance. The mediator may  
23 choose to issue a written statement in conjunction with  
24 his/her attempts to resolve the grievance. In any event, the  
25 mediator will have no power to add to, subtract from, or  
26 modify the terms of this agreement, or the written policies,  
27 rules or regulations, and procedures of the District. The

**ARTICLE VII - Page 4**

mediator's findings, recommendations, and conclusions are advisory only. If the grievant is not satisfied with the resolution proposed by the mediator, or if the District does not accept the resolution proposed by the mediator, the grievant may request that the Association submit the grievance to arbitration.

E. Level 4 Arbitration - If not satisfied with the decision at Mediation, within ten (10) days after receipt of the Mediation decision, the aggrieved party may request that the Association submit the grievance to arbitration. The Association, by written notice to the Assistant Superintendent, Human Resources, within ten (10) days after receipt of the request from the grievant, may submit the grievance to arbitration. The Association shall retain full and complete authority to determine whether or not a grievance shall be forwarded for arbitration.

The parties shall select a mutually acceptable arbitrator. Should they be unable to agree upon an arbitrator within fifteen (15) days of the Association's submission of the grievance to arbitration, the parties shall request the California State Mediation and Conciliation Service to supply a panel of five (5) names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one (1) name remains. The remaining panel member shall be the arbitrator. The order of the striking shall be determined by lot.

1 **ARTICLE VII - Page 5**

2           The arbitrator shall, as soon as possible, hear the evidence,  
3           and render a decision on the issue or issues submitted to  
4           him/her. If the parties cannot agree upon a submission  
5           agreement, the arbitrator shall determine the issues by  
6           referring to the written grievance and the answers hereto at  
7           each step.

8           The arbitrator shall have no power to add to, subtract from,  
9           or modify the terms of this Agreement. After a hearing and  
10          after both parties have had an opportunity to make written  
11          arguments, the arbitrator shall submit a written decision to all  
12          parties setting forth his/her findings of fact, reasoning, and  
13          conclusion on the issues submitted. The decision shall be  
14          final and binding. All fees and expenses of the arbitrator,  
15          including, but not limited to, per diem expenses, his/her  
16          travel, and subsistence expenses and the cost of any hearing  
17          room will be borne equally by the District and the Association.  
18          All other costs will be borne by the party incurring them.

19       3. Representation

- 20           A. No employee shall be required to be represented by the  
21           Association in processing a grievance.
- 22           B. An employee may request that the Association represent  
23           him/her in all stages of the grievance.
- 24           C. Neither the Association nor the District shall take any  
25           reprisals or unlawfully discriminate against any employee for  
26           exercising rights under this article.
- 27           D. If an employee pursues a grievance without the intervention of

1 **ARTICLE VII - Page 6**

2 the Association beyond the Informal Level, the grievance shall  
3 not be considered resolved until the Association has received  
4 notice of the grievance and the proposed resolution and has  
5 been given an opportunity to file a written response.

6 E. Designated Association representatives shall receive time off  
7 from duties without loss of compensation for the purpose of  
8 processing grievances beyond the Informal Level subject to the  
9 following conditions:

10 1. No later than ten (10) days following the ratification of  
11 this agreement, the Association shall designate in  
12 writing to the Superintendent no more than two (2)  
13 employees who shall be entitled up to three (3) days, or  
14 a total of twenty-one (21) hours, of time off as  
15 Association grievance representatives. Said designation  
16 may be changed once a year on or before October 1 and  
17 at other times during the year by mutual agreement  
18 with the District.

19 2. The representatives shall record their absences on the  
20 District's automated absence verification system twenty-  
21 four (24) hours prior to release from duties in order that  
22 a substitute may be obtained, unless a conference is  
23 scheduled between the grievant and the administration  
24 with less than twenty-four (24) hours-notice to the  
25 grievant.

26 3. Such time off shall be limited solely to representing a  
27 grievant in a conference with a management person

1 **ARTICLE VII - Page 7**

2 beyond the Informal Level and in no way shall this  
3 include the use of such time for matters such as  
4 gathering information, interviewing witnesses, or  
5 preparing a presentation.

6 4. No more than one (1) representative per grievance at  
7 Level 1 shall be released at a time.

8 5. No more than two (2) representatives per grievance at  
9 Level 2 shall be released at a time, one of whom shall be  
10 the Grievance Chair.

11 6. The Association Grievance Chair and President, or their  
12 designees, shall receive release time for grievances for  
13 mediation and/or arbitration.

14 4. Class Grievance

15 A. A class or group grievance may be filed when one set of  
16 circumstances or occurrences affects more than one (1)  
17 grievant in the same manner or to the same extent.

18 B. Processing of a class grievance shall follow the procedures as  
19 set forth in Paragraph 2, with the following modifications:

20 1. For purposes of filing a formal written grievance and  
21 appeal thereon, the class grievant may file one (1)  
22 document which all the members of the class have read  
23 and signed. Members of the class or group shall be  
24 limited to those who have signed the grievance.

25 2. Conference and hearings in the grievance processing  
26 procedure may be held with each member of the class  
27 individually or with the class in whole or in part, at the

**ARTICLE VII - Page 8**

option of the District, as long as each member of the class has an opportunity to meet with the administration pursuant to Paragraph 2.

3. At any level in the grievance process, unit members who consider the grievance to be resolved may remove themselves from the process with electronic notification to the SUTA Grievance Chair, who shall provide said notification to the Assistant Superintendent, Human Resources.

4. The grievance shall continue to move through the progressive levels until all parties consider the grievance resolved.

5. Special Provisions

Upon mutual agreement between the Association President, the Grievance Chair, and the Assistant Superintendent, Human Resources, grievances that cannot be resolved at a site or department level may bypass the Informal and Level I stages of the grievance process and move directly to Level 2.

6. Time Limits

A. Failure by a grievant to meet a deadline set in this agreement shall terminate the grievance, and the grievant shall not have a right to re-file on the same set of facts.

B. Failure by the District to meet a deadline set in this agreement shall give the grievant the right to proceed to the next grievance processing level.

C. Time limits in this agreement may be extended by mutual

1 **ARTICLE VII - Page 9**

2 written agreement between the grievant and the District  
3 administration.

4 D. Timelines begin on the first day following receipt of any level of  
5 the grievance, with a day being defined as a whole day during  
6 which the unit member is contracted.

7 7. Grievance Forms

8 Grievance forms shall be mutually created and revised by the  
9 Association and the District. Copies of the forms shall be  
10 maintained by the District and found in Appendix E. Electronic  
11 forms shall be made available to all employees. It is the  
12 responsibility of the grievant and respondent to distribute all  
13 designated copies.

14 8. The District shall inform the Board of Trustees of any grievance  
15 that advances to the mediation level and beyond, and shall  
16 provide, for review only, all documentation and responses compiled  
17 by the District and the Association, if requested by the Board of  
18 Trustees. The Board of Trustees shall be informed of the outcome  
19 of mediation and the arbitrator's decision.

20 / /

1 **ARTICLE VIII - LEAVES**

2 1. Personal Illness and Injury Leave (Sick Leave)

3 A. Full-time unit members shall be entitled to eleven (11) days  
4 leave with full pay for each school year for purposes of  
5 personal illness or injury. A unit member who works less  
6 than full time shall be entitled to earn leave in the same  
7 proportion as the number of hours worked by the unit  
8 member who works a full-time assignment.

9 B. Unused sick leave shall accrue from school year to school year  
10 and is transferable from district to district. It is the unit  
11 member's responsibility to request the transfer of unused sick  
12 leave.

13 C. Each unit member shall be notified of accumulated leave  
14 monthly.

15 D. Summer school teachers who are employed by the District and  
16 who complete a full summer school term or other teachers  
17 assigned beyond the regular school year will receive one (1)  
18 day of sick leave for each additional calendar month of  
19 employment.

20 E. The District reserves the right to require verification for any  
21 absence. When the District has reason to believe that an  
22 employee is abusing sick leave, it may require the unit  
23 member to obtain verification of illness prior to returning to  
24 duty.

25 F. Whether or not a substitute is needed, a unit member must  
26 contact the District's automated absence verification system  
27 as soon as the need to be absent is known, but no later than

1 **ARTICLE VIII - Page 2**

2 6:30 a.m. on the day of the absence. Failure to provide  
3 adequate notice may be grounds for denial of leave with pay.

4 G. Unit members requiring a substitute shall include any  
5 certificated general education teacher with a classroom  
6 assignment and any Special Day Class teacher.

7 H. A unit member who is absent for less than a day shall have  
8 leave deducted on an hour-by-hour basis to the nearest  
9 quarter-hour increment.

10 I. Sick leave may be used in case of terminal or life-threatening  
11 illness of a member of the immediate family as defined in Item  
12 6.B, of this Article. Length and arrangement for this leave will  
13 be mutually agreed upon between the unit member and the  
14 Assistant Superintendent, Human Resources.

15 J. A unit member who has no absences during the regularly  
16 scheduled work year, with the exception of authorized school  
17 business, jury duty, and/or bereavement leave for an  
18 immediate family member shall receive a one (1) day incentive  
19 premium equal to his/her daily rate of pay.

20 2. Personal Injury and Illness Leave (Extended Illness Leave)

21 A. Differential Pay Status: If a unit member has utilized all of  
22 his/her accumulated sick leave and is still absent from  
23 his/her duties on account of illness or accident, additional  
24 non-accumulated leave shall be available for a period not to  
25 exceed one hundred (100) work days. The amount deducted  
26 for leave purposes from the unit member's salary shall be the  
27 amount actually paid a day-to-day substitute employee to fill

1 **ARTICLE VIII - Page 3**

2 the position during the leave; or, if no substitute is employed,  
3 the amount which would have been paid to a substitute.

4 1. Any differential pay status could result in less than a full  
5 year of service credit with California State Teachers  
6 Retirement System (CalSTRS).

7 B. Upon exhaustion of sick leave, a unit member who is still  
8 unable to return to work shall be placed on a 24-month re-  
9 employment list for probationary employees and a 39-month  
10 re-employment list for permanent employees. If, at any time  
11 during the re-employment period, the unit member is able to  
12 return to work, the unit member shall be re-employed in a  
13 position for which he/she is properly credentialed, placed on  
14 the salary schedule commensurate with units and experience,  
15 and given appropriate employment status. Site and grade  
16 level placement shall be determined by the District.

17 3. Leave for Pregnancy Disability

18 A. Unit members are entitled to use sick leave as set forth in the  
19 personal illness and injury policy for disabilities caused or  
20 contributed to by pregnancy, miscarriage, childbirth, and  
21 recovery therefrom on the same terms and conditions  
22 governing leaves of absence from other illness or medical  
23 disability. Such leave shall not be used for child care, child  
24 rearing, or preparation for child bearing, but shall be limited  
25 to those disabilities as set forth above. The length of such  
26 disability leave, including the date on which the duties are to  
27 be resumed, shall be determined by the unit member and the

1 **ARTICLE VIII - Page 4**

2 unit member's physician who has handled the pregnancy, or,  
3 if this is not possible, by a physician appointed by the District.

4 B. Unit members are entitled to leave without pay or other  
5 benefits for disabilities because of pregnancy, miscarriage,  
6 childbirth, or recovery therefrom when sick leave as set forth  
7 in the personal illness and injury policy has been exhausted.  
8 The date on which the employee shall resume duties shall be  
9 determined by the unit member on leave and the unit  
10 member's physician; however, the District management may  
11 require a verification of the extent of disability through a  
12 physical examination of the employee by a physician who has  
13 handled the pregnancy, or, if this is not possible, by a  
14 physician appointed by the District. Employees who request  
15 to participate in any temporary duty during the time of the  
16 pregnancy disability must have a doctor's note on file clearing  
17 her participation for that duty.

18 C. The unit member on leave for pregnancy disability shall be  
19 entitled to return to one of the available teaching position(s)  
20 vacancies that may exist at the time of return, for which she is  
21 credentialed.

22 D. The District shall not do any of the following because of a  
23 teacher's pregnancy:

- 24 1. Refuse to select her for a training program leading to  
25 reassignment or promotion.
- 26 2. Discharge her from employment.
- 27 3. Bar her from training programs leading to reassignment

1 **ARTICLE VIII - Page 5**

2 for promotion.

3 4. Discriminate against her in compensation or in terms,  
4 conditions, or privileges of employment.

5 4. Leave for Child-Bearing Preparation and Parental Leave

6 A. Leave without pay or other benefits may be granted to a unit  
7 member in preparation for pregnancy disability. The District  
8 shall adhere to all applicable laws relating to differential pay  
9 for parental leave.

10 B. The unit member shall request such leave as soon as  
11 practicable, no less than twenty (20) work days prior to the  
12 date on which the leave is to begin. Such a request shall be in  
13 writing to the Board of Trustees and shall include a statement  
14 as to the dates the employee wishes to begin and end the  
15 differential pay leave.

16 C. The determination as to the date on which the leave shall  
17 begin and the duration of such leave shall be made by mutual  
18 agreement with the Assistant Superintendent, Human  
19 Resources, when considering the scheduling and replacement  
20 problems of the District.

21 D. The duration of such leave shall consist of no more than  
22 twelve (12) consecutive months and shall automatically  
23 terminate on June 30 in the school year in which such leave is  
24 granted. An extension of leave may be granted, not to exceed  
25 an additional twelve (12) months.

26 E. A unit member on pregnancy disability leave or leave for  
27 parental leave may continue to be carried on the District

1 **ARTICLE VIII - Page 6**

2 medical insurance plan, if the unit member pays to the  
3 District the total monthly premium due for said coverage. The  
4 unit member should include in the request for leave  
5 notification of intention to continue the insurance benefits.  
6 Premium payments must be submitted to the District Payroll  
7 Office no later than the 25th day of each month or the  
8 coverage may be terminated.

9 F. There shall not be a diminution of employment status for  
10 pregnancy disability or parental leave except that no person  
11 shall be entitled to compensation, increment, or the accrual of  
12 seniority for layoff or reduction in force purposes, nor shall the  
13 time taken on parental leave count toward credit for  
14 probationary teachers in earning tenure status.

15 G. Anytime during a leave for pregnancy disability or parental  
16 leave, a unit member may request an immediate assignment  
17 to a unit position. If there is no vacant position for which the  
18 unit member is qualified, the District will assign the unit  
19 member to a position as soon as practicable.

20 5. Industrial Accident Leave

21 A. Unit members will be entitled to industrial accident leave  
22 according to the provisions of Education Code Section 44984  
23 for personal injury which has qualified for Worker's  
24 Compensation under the provision of the District's Worker's  
25 Compensation Insurance program.

26 B. Such leave shall not exceed sixty (60) days during which the  
27 schools of the District are required to be in session or when

1 **ARTICLE VIII - Page 7**

2 the unit member would otherwise have been performing work  
3 for the District in any one (1) fiscal year for the same  
4 industrial accident.

5 C. The District has the right to have the unit member examined  
6 by a physician designated by the District to assist in  
7 determining the length of time during which the unit member  
8 will be temporarily unable to perform assigned duties and the  
9 degree to which a disability is attributable to the injury  
10 involved.

11 D. For any days of absence from duty as a result of the same  
12 industrial accident, the unit member shall endorse to the  
13 District any wage loss benefit check from the District's  
14 Worker's Compensation Insurance program which would  
15 make the total compensation from both sources exceed 100  
16 percent of the amount the unit member would have received  
17 as salary had there been no industrial accident or illness. If  
18 the unit member fails to endorse to the District any wage loss  
19 disability, indemnity check received on account of the  
20 industrial accident or illness as provided above, the District  
21 shall deduct from the unit member's salary warrant, the  
22 amount of such disability indemnity actually paid to and  
23 retained by the unit member.

24 6. Bereavement Leave

25 A. A unit member shall be entitled to a maximum of three (3)  
26 days leave of absence, or five (5) days leave of absence if travel  
27 in excess of three hundred (300) miles one way is required,

**ARTICLE VIII - Page 8**

without loss of salary on account of the death of any member of his/her immediate family.

- B. For the purposes of this provision, an immediate family member shall be limited to the unit member's:

Spouse	Aunt	Brother-in-law
Life/domestic partner	Uncle	Sister-in-law
Son	Grandparent	Grandchild
Daughter	Great-grandparent	Foster Children
Mother	Son-in-law	Stepparent
Father	Daughter-in-law	Stepchildren
Brother	Mother-in-law	Niece
Sister	Father-in-law	Nephew
Spouse's Grandparent		

Any person living in the immediate household of the employee  
Any person who has served as a foster parent or legal guardian to the employee or his/her spouse or persons who have acted in lieu of parents of children

- C. A unit member shall be entitled to three and one half (3.5) hours of bereavement leave in the case of a current student's death. The 3.5 hours shall be used only on the day of the funeral service and for services that occur during the contractual work day. There shall be no loss of salary or accrued leave for the 3.5 hours of bereavement leave. Should the funeral service(s) fall in the evening, on a weekend, or on a school holiday, the 3.5 hours of bereavement leave may not be utilized on another day.

**7. Personal Necessity Leave**

- A. Accumulated sick leave, not to exceed eleven (11) days per school year, may be used by the unit member in cases of personal necessity. The District reserves the right to require

1 **ARTICLE VIII - Page 9**

2 verification for any personal necessity absence, exclusive of No  
3 Questions Asked days.

4 B. For purposes of this agreement, personal necessity shall be  
5 limited to the following:

- 6 1. Death of a member of the unit member's immediate  
7 family, as outlined in 6.B, above.
- 8 2. Serious illness or accident involving his/her person or  
9 property, or person or property of a member of his/her  
10 immediate family. "Serious illness" shall include illness  
11 of a child of a unit member which is serious enough to  
12 require his/her presence, during his/her assigned  
13 hours of service. Accidents must be serious in nature,  
14 which under the circumstances, the employee cannot  
15 reasonably be expected to disregard, and which require  
16 the attention of the unit member during his/her  
17 assigned hours of service.
- 18 3. Immediate danger to the home of the unit member  
19 occasioned by flood, fire, smoke, theft, earthquake,  
20 wind, acts of serious vandalism, or threat thereof.  
21 These emergencies must be serious in nature, which  
22 under the circumstances, the unit member cannot  
23 reasonably be expected to disregard, and which require  
24 the attention of the unit member during his/her  
25 assigned hours of service.
- 26 4. Appearance in court as a litigant, party, or as a witness  
27 under an official order.

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5. Adoption processing which cannot occur outside of school hours.
6. Doctor or dental appointments for immediate family members which cannot be scheduled outside the unit member's assigned hours of service.
7. Attendance at the high school or college graduation of the unit member's child or children.
8. A circumstance in which the presence of the unit member is required during his/her assigned hours of service to avert his/her immediate financial loss.
9. Attendance at the funeral other than immediate family, not to exceed three (3) days per school year.
10. Other matters of a personal or business nature which the unit member cannot accomplish at another time, not to exceed one (1) day per year.
11. Matters of a personal nature not to exceed three (3) days per year. Such leave for personal business shall require no explanation, but must be submitted to the immediate supervisor at least 24 hours in advance, except in cases of emergency, on the District's absence verification system. Such leave shall not be used for:
  - extension of holiday recesses
  - any concerted action activities
  - 1st day or last day of school
  - pre-service days
  - designated in-service days

1 **ARTICLE VIII - Page 11**

2 C. The Superintendent or his/her designee may grant to a unit  
3 member personal leave without pay for purposes not  
4 enumerated in Section 2, above.

5 D. Before the utilization of personal necessity leave, a unit  
6 member shall submit a request on the District's absence  
7 verification system to the school principal or immediate  
8 supervisor no less than three (3) working days, except as  
9 agreed in Items 7.B.2, 3, and 10 of this Article, prior to  
10 requesting the leave. The immediate supervisor will verify the  
11 request for personal necessity leave and will make the  
12 appropriate recommendation. The unit member is not  
13 required to secure prior approval for leave in emergencies  
14 arising under Items 7.B: 2, 3, 10, and 11 above; however, in  
15 those instances, the absence will be created for the unit  
16 member by the authorized campus user.

17 E. Under all circumstances, a unit member shall verify in writing  
18 the personal necessity leave was used for purposes as set  
19 forth in Section B, above. A unit member will be subject to  
20 appropriate discipline if the leave was used for purposes other  
21 than stipulated.

22 8. Judicial Leave

23 A. Unit members will be provided leave for regularly called jury  
24 duty, and to appear in court as a witness under subpoena and  
25 not as a litigant and not because of the unit member's own  
26 connivance or misconduct. Any unit member who receives a  
27 summons to jury duty shall present to the Personnel Office

1 **ARTICLE VIII - Page 12**

2 the verification of summons for jury duty ten (10) days prior to  
3 his/her reporting date. Unit members called to jury duty will  
4 notify the District's absence verification system as soon as  
5 they know their reporting time, no later than 6:30 a.m. on the  
6 day of absence. In the event that a unit member is called to  
7 report after 6:30 a.m., the unit member shall notify his/her  
8 immediate supervisor as soon as the reporting time is known.  
9 Should jury duty hours served, including travel time and  
10 lunch period, be equal to or less than one-half of the unit  
11 member's assigned workday (3 1/2 hours), the unit member is  
12 required to report to work duty.

- 13 B. The unit member, while on approved judicial leave as set forth  
14 above, shall receive his/her full salary provided that the unit  
15 member endorses to the District any fee received for services  
16 rendered as a juror or witness, exclusive of actual mileage and  
17 expenses. If a unit member fails to endorse to the District any  
18 fees received as a juror or witness, the District shall deduct  
19 from the unit member's salary warrant the amount of such  
20 fee.

21 9. Legislative Leave

- 22 A. A permanent certificated employee who is elected to the State  
23 Legislature, Congress, or Fresno County Board of Supervisors  
24 shall be entitled to a leave of absence without compensation,  
25 increment, seniority, or tenure credit for the length of his/her  
26 term or terms in office.
- 27 B. The unit member on such leave shall notify the District of

1 **ARTICLE VIII - Page 13**

2 his/her intended return at least six (6) months in advance.

- 3 C. The unit member on such leave shall be entitled to return to  
4 District employment within six (6) months after the end of the  
5 leave.

6 10. In-Service Leave

- 7 A. Upon the recommendation and approval of the site  
8 administrator, a unit member may be granted paid leave  
9 during the school day for the purposes of attending seminars,  
10 workshops, demonstration classes, or lectures, which, in the  
11 opinion of the site administrator, will improve the performance  
12 of the unit member.

13 11. Adoption Leave/Foster Care Placement

14 Upon adoption of a child or placement of a foster care child in a unit  
15 member's home, a unit member may be granted up to six (6) weeks  
16 adoption/foster care placement leave. Upon approval of said leave,  
17 the unit member shall be allowed to use accrued sick leave, not to  
18 exceed thirty (30) days. The District shall adhere to all applicable  
19 laws relating to differential pay for adoption leave/foster care  
20 placement for parental leave.

21 12. Other Leaves Without Pay

- 22 A. Requests for leaves of absence, without pay, up to five (5) days  
23 may be approved by Superintendent or designee. Leaves of  
24 absence for more than five (5) days must be approved by the  
25 Board of Trustees.

- 26 B. Upon recommendation of the Superintendent and approval by  
27 the Board of Trustees, leave without compensation, increment,

**ARTICLE VIII - Page 14**

seniority, or tenure credit may be granted for a period of one (1) school year for the following purposes: Peace Corps, care for a member of the immediate family who is ill, long term illness of the unit member, service in an elected public office, or professional study or research.

C. An extension of leaves without pay noted in 12.A, above, may be approved by the Board of Trustees not to exceed an additional twelve (12) months.

D. The applications for and granting of such leaves of absence shall be in writing. In addition, a unit member on such leave shall notify the District Personnel Office by February 1 of the school year as to an intent to return to employment in the District. Failure to so notify will be considered an abandonment of position with immediate termination of all employment rights, benefits and privileges.

13. Military Leave - Active Duty

(See Article XV, Compensation and Benefits, Item 2.F)

14. Assignment After Leave of Absence

A. The unit member on an approved leave of absence shall be entitled to return to one of the available teaching position(s) vacancies that may exist at the time of return for which the unit member is credentialed, NCLB compliant to teach, and based on instructional needs of the District.

//

1 **ARTICLE IX - CERTIFICATED EMPLOYEE EVALUATIONS**

2 1. The District management shall evaluate all probationary, temporary,  
3 and intern unit members not less than once every school year.

4 2. Except as set forth in subsections A-E below, permanent bargaining  
5 unit members shall be evaluated at least once every other year in  
6 accordance with the procedures contained in this Article.

7 A. A unit member who meets the following requirements  
8 shall automatically be placed on a three-year evaluation  
9 cycle.

10 1. The unit member is a permanent certificated  
11 employee who has been employed by the District  
12 for at least six (6) years.

13 2. The unit member is "highly qualified" as stated in  
14 Education Code section 44664(a)(3).

15 3. The unit member was rated as "(4) – Exemplary,  
16 Exceeds Standards" in all of the Overall Standard  
17 Ratings in Standards 1-5 of his or her evaluation.

18 B. Any change in performance standards that have been  
19 documented and discussed with the unit member may  
20 result in the three-year evaluation cycle being revoked.

21 C. An Overall Standard Rating of "(1) – Unsatisfactory," or  
22 "(2) – Needs Improvement" in any of the Standards 1-5  
23 shall result in the three-year evaluation cycle being  
24 revoked.

25 D. Unit members currently on a three-year cycle shall  
26 continue on the three-year cycle if they are rated as "(4)–  
27 Exemplary, Exceeds Standards" in all of the Overall

1 **ARTICLE IX – Page 2**

2 Standard Ratings in Standards 1-5.

3 E. The Assistant Superintendent of Human Resources or  
4 his/her designee shall electronically confirm placement  
5 on a three-year evaluation cycle.

6 3. Regardless of eligibility for the early retirement incentives, a unit  
7 member who submits a letter of resignation/retirement prior to  
8 February 1<sup>st</sup> shall be exempt from the formal evaluation process and  
9 the formal walk-through process during the evaluation year in which  
10 the unit member retires.

11 4. The evaluation(s) shall be conducted by one of the unit member's  
12 immediate supervisors, herein designated as the prime evaluator.

13 5. A. Prime Evaluator

14 No later than October 1st, each employee shall be notified in  
15 writing of the identity of his/her prime evaluator. Should the  
16 prime evaluator change, the unit member shall be notified in  
17 writing twenty (20) days prior to the start of the evaluation  
18 process.

19 B. Pre-evaluation Conference

20 Prior to the commencement of the evaluation process there  
21 shall be a pre-evaluation conference between the unit member  
22 and the prime evaluator to discuss the evaluation process and  
23 set a mutually agreeable time and date for the evaluation.

24 C. Subsequent Evaluations

25 1. Temporary/Probationary/Interns: Subsequent evaluations  
26 shall be set at the discretion of the prime evaluator. The  
27 prime evaluator shall identify a five (5)-day period of time

1 **ARTICLE IX – Page 3**

2 during which the next evaluation shall occur. There shall  
3 be at least a ten (10)-day period of time between the  
4 previous evaluation conference and the new evaluation  
5 date. Any deficiencies noted in the initial evaluation shall  
6 be considered in the subsequent evaluation.

- 7 2. Permanent Unit Members: Should subsequent formal  
8 evaluations be needed, they will be set at the discretion of  
9 the prime evaluator. The area(s) of concern necessitating  
10 additional formal evaluations beyond the first shall be  
11 provided in writing to the unit member by the prime  
12 evaluator within seven (7) days. Subsequent evaluations  
13 shall take place no sooner than ten (10) working days after  
14 written notification of concern is received by the unit  
15 member. Any deficiencies noted in the initial evaluation  
16 shall be considered in the subsequent evaluation.

17 D. Evaluation Forms

18 The evaluation forms shall appear in Appendix "A" of this  
19 agreement.

- 20 6. Each evaluation, except for School Nurses, School Psychologists,  
21 and Speech Language Pathologists, shall be based upon a minimum  
22 of one (1) direct observation of at least twenty-five (25) minutes in  
23 length and the California Standards for the Teaching Profession  
24 (CSTPs), One-Five (1-5) that are described on the Certificated  
25 Evaluation Form, whether observed during the direct observation or  
26 at other times when the unit member is performing his/her  
27 contractual duties. School Nurses, School Psychologists, and

**ARTICLE IX – Page 4**

Speech Language Pathologists shall be evaluated based on the agreed upon evaluation forms in Appendix A. This does not preclude the evaluation of employees during the performance of their duties during extra duty assignments such as, but not limited to, summer school, adult school, and Schedule C assignments. No Schedule C evaluation may be used as a basis for a 90-day notice of unsatisfactory performance. No unit member shall be evaluated regarding his/her voluntary participation in SCPR/DCPR, School Site Council (SSC), etc. The evaluation forms shall be discussed with the unit member within the seven (7) workdays of the evaluation.

7. The prime evaluator shall conduct at least two (2) evaluations of not less than twenty-five (25) minutes each before making a recommendation of non-reemployment.

8. Initial evaluations of probationary, temporary, and intern unit members shall be made by the beginning of winter break.

A. If deemed necessary by site and district administration, a subsequent evaluation of probationary, temporary, and intern employees shall be completed by January 31<sup>st</sup>.

B. All probationary, temporary, and intern employees who have not had a subsequent evaluation shall have an evaluation completed by April 15<sup>th</sup>.

9. Evaluations of permanent unit members may be conducted throughout the school year, but must be completed by April 15<sup>th</sup> of each school year.

10. The evaluator shall note in the evaluation any unusual

**ARTICLE IX – Page 5**

situations that exist during the evaluation.

11. The "Clinical Teaching/Supervision" process shall not be used to evaluate teachers.

12. Any unit member not recommended for reemployment shall be entitled to a subsequent follow-up evaluation during the school year, if requested by February 15<sup>th</sup>; the unit member shall be provided with an alternate evaluator upon his/her request.

13. A written evaluation and suggestions for improvement, if any, shall be prepared on forms authorized by the District, and an evaluation conference shall be scheduled between the unit member and the evaluator. When "Needs Improvement" or "Unsatisfactory" are indicated on the form, written explanations and suggestions for improvement, as specific as possible, shall be included. The evaluator shall present the evaluation report to the unit member and discuss it with him/her. The unit member shall sign the evaluation, (which need not imply concurrence) and may make a written response on Evaluation Form A.3, which shall be attached to the evaluation upon submission to the Personnel Office.

14. Evaluation Ratings of (2) – Needs Improvement and/or (1) – Unsatisfactory

A. When a unit member has received a rating of (1) –Unsatisfactory or (2) – Needs Improvement on any of the Components of Standards One-Five (1-5), the prime evaluator shall write recommendations for improvement, as specific as possible, in the Recommendations section(s) of the Evaluation Form.

B. When a unit member has received an evaluation with one (1) or

**ARTICLE IX – Page 6**

more Overall Standard Rating(s) of (1) – Unsatisfactory or (2) – Needs Improvement, the prime evaluator and the unit member shall jointly create an Instructional Improvement Plan on Form A.2 to address the components identified as unsatisfactory or needing improvement. A meeting to discuss components of the Instructional Improvement Plan shall be held within five (5) days of the evaluation conference, and the finalized plan shall be signed and submitted to the Human Resources Dept. within ten (10) days of the evaluation conference. When an alternate evaluator has been assigned as per Section 11 above, said evaluator and the unit member shall not be required to create an Instructional Improvement Plan.

C. When a unit member has received an evaluation with one (1) or more Overall Standard Ratings of (1) – Unsatisfactory, in any of the Standards 1-5, a teacher shall be reevaluated in accordance with 4.C.2 above, regardless of previous evaluation cycles.

D. When a teacher has received two (2) consecutive unsatisfactory evaluations with one (1) or more Overall Standard Rating(s) of (1) – Unsatisfactory, in any of the Standards 1-5, said teacher shall be referred to the Joint Committee for participation in the Peer Assistance and Review (PAR) Program.

E. An “Unsatisfactory” evaluation is an evaluation with one (1) or more Overall Standard Rating(s) of (1) – Unsatisfactory, in any of the Standards 1-5.

15 Subsequent to the evaluation conference, the evaluation report shall  
be sent to the Human Resources Division and become part of the

**ARTICLE IX – Page 7**

unit member's personnel file.

16. Evaluation information of a derogatory nature shall not be entered and filed in a unit member's personnel file unless and until the unit member is given notice and an opportunity to review and comment thereon. Such review shall take place during the normal working day and outside class hours. The unit member, or upon written authorization by the unit member, a representative of the Association, shall be permitted to examine and/or obtain copies of material in the file for a reasonable cost.

17. Events, incidents, or other areas of concern which may impact a unit member's formal evaluation shall be discussed with the unit member within seven (7) days of the date the prime evaluator became aware of the event, incident, or area of concern.

18. If it has been determined through the grievance process that the prime evaluator violated the procedures established in Article IX, the evaluation shall become null and void, and the evaluation process shall commence from the pre-evaluation conference.

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1 **ARTICLE X - CLASS SIZE**

- 2 1. The District agrees that the maximum class size shall be:
- 3 A. Transitional Kindergarten, Kindergarten, and First Grades -
- 4 30 Students
- 5 B. Second and Third Grades - 31 Students
- 6 C. Fourth through Sixth Grades - 32 Students
- 7 2. The maximum class sizes in combination classes shall be:
- 8 A. Kindergarten/1st and 1st/2nd - 27 students
- 9 B. 2nd/3rd and 3rd/4th - 28 students
- 10 C. 4th/5th and 5th/6th - 29 students
- 11 3. The District agrees to a maximum of 80 assigned students per
- 12 teacher for supplemental "pull-out" programs.
- 13 4. The District agrees that the maximum class size for Continuation
- 14 High School/Opportunity classes will be 17 ADA over a three (3)
- 15 week period. When said classes reach the contracted maximum, a
- 16 substitute will be hired within five (5) work days of the teacher
- 17 notification to site administration, who shall contact the Human
- 18 Resources Technician.
- 19 5. The District agrees that in departmentalized middle schools and
- 20 high schools, the maximum class size in each subject or core block
- 21 shall not exceed 32 students.
- 22 6. District will limit the class size in vocational education to the
- 23 number of available learning stations.
- 24 7. Middle School Physical Education classes shall not exceed 50
- 25 students.
- 26 8. Class size limitations shall not apply to traditionally large group
- 27 instruction such as performing arts groups (excluding guitar

**ARTICLE X - Page 2**

classes), high school physical education, MCJROTC, work student experience, leadership, and cross-age tutors. Student safety will be considered when determining sizes of these large classes.

9. The District agrees that the caseloads of special education unit members shall not exceed the following:

- A. Resource Specialist: 28 maximum per teacher
- B. Speech Language Pathologists (TK - 12): The greater of a District-wide average of 55 students, or the average caseload specified in the Special Education Local Plan
- C. Speech Language Pathologists (ages 3-5): 40 maximum per pathologist.

10. During the regular school year, the District shall balance class sizes no later than the tenth (10th) day of school.

11. Any teacher may sign a waiver to these class sizes to allow for other than the maximum stated without violating the contract. A teacher will not be asked to sign a waiver when there are other classrooms in the district, at the same grade level, which contain five or more students less than the District grade level maximum. The President of the Association will be notified before a teacher has been asked to sign a waiver. Any teacher who has signed a waiver may be assigned a student(s) above the class size maximum specified in Sections 1 and 2 of this article. If such a placement occurs, a teacher shall be compensated based on the formula specified on the Extra Duty/Assignment Salary Schedule in Appendix C (Schedule C).

12. Provisions of this Article shall not cover preexisting conditions at the

date of signing, but shall apply from that date forward.

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1 **ARTICLE XI - REDUCTION TO PART-TIME EMPLOYMENT STATUS**

2 1. Upon application to, and approval by, the State Teachers'  
3 Retirement System (STRS) and mutual agreement between the  
4 Board of Trustees and a qualified unit member, reduction to part-  
5 time employment status with full retirement credit may be available  
6 under the following conditions:

7 A. The unit member must have reached the age of fifty-five (55)  
8 prior to reduction in workload.

9 B. The unit member must have been employed by the Selma  
10 Unified School District in a position requiring certification for  
11 at least ten (10) years of which the immediately preceding five  
12 (5) years were full time employment.

13 C. The request for this option must be made in writing by the  
14 unit member and submitted to the Board for consideration at  
15 a regularly scheduled meeting prior to February 1.

16 2. The minimum part-time employment shall be the equivalent of one-  
17 half (1/2) of the number of days of service required by the unit  
18 member's contract of employment during his/her final year of  
19 service in a full time position.

20 3. Based upon the unit member's qualifications and the needs of the  
21 District, the Board shall determine the job descriptions, duties,  
22 hours and location or locations at which the unit member shall be  
23 required to render services.

24 4. Unit members participating in this program shall enter into full  
25 retirement no later than age sixty-five (65).

26 5. Unit members participating in this program shall retain their tenure  
27 rights until terminated or retired.

**ARTICLE XI - Page 2**

6. The unit member shall be returned to full-time status at any time upon mutual agreement between the Board and the unit member.

7. Unit members participating in the program shall be paid a salary which is pro rata share of the salary he/she would be earning if he/she had not elected to exercise the option of part-time employment.

A. The unit member shall receive health and compensatory benefits at the same percentage rate as the contracted amount of work. The unit member shall be responsible for the remaining percentage of the health benefits package.

B. For each school year the member's workload is reduced, the member shall make contributions to STRS in the amount that the member would have contributed if the member had performed creditable service on a full-time basis.

C. For each school year the member's workload is reduced, the District shall make contributions to STRS in the amount that the District would have contributed if the member had performed creditable service on a full-time basis.

8. Sick leave and/or leave benefits shall accumulate on a pro rata share basis.

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1 **ARTICLE XII - TRANSFER/REASSIGNMENT**

2 1. A transfer/reassignment refers to a change of assignment from one  
3 (1) school site to another, one (1) grade level to another (Transitional  
4 Kindergarten-6th grade), one (1) department to another, and/or a  
5 change from one (1) major field of study to another.  
6 Transfer/reassignments shall not be made or denied arbitrarily or  
7 capriciously.

8 A. There are two (2) kinds of transfers/reassignments: voluntary  
9 (mutually agreed upon) and involuntary (the unit member  
10 disagrees with the placement). Unless the unit member  
11 notifies the Assistant Superintendent, Human Resources, in  
12 writing that a transfer is considered involuntary, all  
13 transfers/reassignments shall be considered voluntary.

14 B. Major field of study is defined for purposes of this agreement  
15 as one of the following:

16 1. In departmentalized situations, exclusive of the  
17 Alternative Education setting, the following shall  
18 constitute the major fields:

- 19 a) Business
- 20 b) English Language Arts
- 21 c) Fine Arts
- 22 d) Foreign Language
- 23 e) Humanities
- 24 f) Physical Education
- 25 g) Mathematics
- 26 h) Science
- 27 i) History/Social Science

**ARTICLE XII - Page 2**

- j) Special Education
  - k) Industrial Arts
  - l) Agriculture
  - m) Consumer Education
- 2. Special Services-Psychologists and Nurses
  - 3. Assignments for Teachers on Special Assignment such as, but not limited to, instructional coaches, literacy and technology specialists, teacher librarians, and intervention teachers are filled according to an interview process and are not subject to transfer requests.
  - 4. Unit members hired as Teachers on Special Assignment who desire to exit said position shall be considered for a transfer based on the criteria specified in Section 4 A-H. Said unit members shall be allowed to include contingency language on their Certificated Intent Form to remain in their current position unless/until the desired position(s) open.
    - a. For any Teacher of Special Assignment position that is eliminated due to a lack of work or lack of funds, a unit member in that position shall have displacement rights into a position for which he/she is credentialed, in accordance with Education Code 44955 and Board Policy 4117.3.
- 2. A principal or director has the option to staff internally and make grade level and/or subject matter reassignments among existing staff currently under contract prior to consideration of the

**ARTICLE XII - Page 3**

transfer/reassignment process and based on appropriate credential, student enrollment, instructional, and personnel needs.

3. The Certificated Intent Notice shall be the primary document used for voluntary transfer requests.

A. The Certificated Intent Notice shall be distributed to all certificated employees, exclusive of retirees, non-reelected, and permanently released employees, by February 1<sup>st</sup> and returned to the Human Resources Division on or by February 15<sup>th</sup>. Receipt of the form does not affect the employment status of probationary, temporary, and intern employees.

B. An initial list of known vacancies shall be distributed electronically on or by February 1<sup>st</sup>.

C. Voluntary transfers/reassignments shall be considered based on preferences listed on the Certificated Intent Notice, which should include all positions for which an employee would like to be considered, whether currently vacant or not. Preferences may include grade level, and/or site.

D. Only requests received on or by February 15<sup>th</sup> will be given priority. No subsequent requests for transfer will be considered, unless agreed upon in writing by SUTA and the District. Unit members may apply for any position noted in 1.B.3 above at any time said position is posted.

4. In granting a transfer/reassignment request, the following shall be considered:

A. Appropriate credential; multiple credentials; and supplemental credentials;

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- B. Instructional needs of the District;
- C. Personnel needs of the District and unit member;
- D. Date of hire in a contracted, certificated position;
- E. Educational training;
- F. Past teaching experience;
- G. Other factors, such as bilingual and/or bicultural credential(s), artistic or musical talent or other special skills, area of study emphasis and expertise;
- H. If unit members who have requested transfers do not hold the appropriate credential and do not meet the instructional and personnel needs of the District, applicants from outside the District shall be considered.

5. If a voluntary transfer/reassignment request is denied, the unit member, upon request, will be given reasons in writing why the request was denied. If reasons for denial violate confidentiality, the written response shall contain a statement that further reasons cannot be given because they violate confidentiality.

6. Involuntary Transfer/Reassignment - Involuntary transfer/reassignment shall be based exclusively on the instructional, personnel, and site needs of the District, and with regard to the employees' training, expertise, credential, and experience.

A. A unit member affected by Involuntary Transfer/Reassignment shall be given ten (10) working days' notice and, upon request, a conference shall be held between the Assistant Superintendent, Human Resources, and the unit

**ARTICLE XII - Page 5**

member to discuss the reasons for the transfer prior to the transfer/reassignment date. The ten (10) day notice prior to transfer/reassignment may be altered upon written mutual agreement between the unit member and the Assistant Superintendent, Human Resources. Also, upon request, the unit member shall be given written reasons for the transfer/reassignment. If a unit member deems the reasons to be arbitrary and/or capricious, he/she may initiate a grievance beginning at Level II of the grievance procedure.

B. The District shall follow the provisions of this Article in changing initial assignments.

C. In the event an involuntary transfer/reassignment would result in a loss of compensation, the District agrees to continue the existing compensation level until the expiration of the contract in effect at the time of the transfer/reassignment notification.

D. The District shall, upon request, provide assistance in moving the unit member's materials and other personal belongings to the new location.

E. Except in cases of a school closure, program reduction or elimination, or shifts in grade level enrollment, no unit member shall be involuntarily transferred more than once in three (3) years.

7. For purposes of this agreement, a vacancy is defined as a position of employment requiring assignment of credentialed personnel for any of the following reasons:

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A. Personnel previously holding the position left the employ of the District through resignation, dismissal, retirement, or death.

B. Personnel previously holding the position assumed a new position with the District.

C. Enrollment growth or program development causes the establishment of an additional position.

D. Staff reduction due to population shifts or declining enrollment whereby a position or positions are created at another school site.

E. When job vacancies result from shifts in student enrollment, the District shall give primary consideration to requests for voluntary transfers.

8. After the internal transfer process is complete and when subsequent vacancies occur, the District shall post on the District website, and the Education Center, a list of current vacancies for a minimum of five (5) days, including Thanksgiving, winter, spring, and summer recesses. Distribution of all vacancy announcements shall be done electronically. A list of current vacancies shall be emailed to each certificated employee. Employees who want electronic notifications to include an alternate email address, in addition to the District-provided address, must notify the Human Resources Division.

9. For each position posted, the list shall show the work location, the subject matter and/or grade level and closing date for submitting an application.

10. A teacher referred to the PAR process shall remain at the same

**ARTICLE XII - Page 7**

school site, in the same subject and/or grade level, he/she was teaching when referred to PAR. No requests for transfer shall be considered until the Referred Teacher has completed the PAR process.

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**ARTICLE XIII - SUMMER SCHOOL AND ADULT EDUCATION**

1. Anticipated summer school openings shall be posted electronically by May 1, or as soon thereafter as they become known.
2. Anticipated adult education teaching position openings shall be posted as in paragraph 1 as soon as vacancies become known.
3. For each position posted, the list shall show the work location, the subject matter and/or grade level, if known, and the closing date for the submission of applications for the position.
4. Applications for summer school or adult education positions shall be submitted electronically on or before the closing date to the Superintendent or designee on forms supplied by the District.
5. Summer/Adult School Hiring Criteria (Refer to Appendix F)
  - A. Credential (3 points for credential in subject area for which unit member is applying; 3 points for bilingual or bicultural credential, if applying for any Migrant Summer School Program; 1 point for supplemental or add-on credential in subject area for which unit member is applying; 1 point for an administrative credential.
  - B. Past summer or adult school teaching experience (1 point per year up to 10 years; partial points allotted for partial summer or adult school assignments)
  - C. District seniority according to hire date (1 point per full year of service credit, defined by Ed. code as 75% of the instructional school year)
  - D. Past teaching experience in the subject matter, specific course, and/or grade span for which the unit member is applying (1 point per full year of service credit, as defined

**ARTICLE XIII - Page 2**

above; "subject matter" is defined as a content area and is also course specific, i.e. the content area is Social Science, course specificity is World History; grade span is defined as TK-2nd, 3rd-4th, and 5th-6th grades)

E. Educational training: Master's Degree or higher; additional certification above and beyond general teaching requirements and recognized by the CTC, as it applies to the position for which the unit member is applying (i.e. Reading Specialist Certification, National Board Certification, etc., 1 point each)

F. Commitment to working full sessions: one (1) point per each of the 3-week sessions at the secondary level; one (1) point for the full session at the elementary level.

Applicants will be numerically ranked based on the individual criterion listed above for each position for which the unit member applies, then numeric rank will be summarized for all five criteria areas. The summer and/or adult school positions will be awarded based on the culmination of those numeric rankings.

G. Teachers on Special Assignment shall be granted year for year credit for SUSD teaching experience if their experience pertains to the summer/adult school course for which they apply. Experience will be calculated by grade span, per year (i.e. a unit member coaches 4th-6th grades for 3 years; he/she receives 3 years of teaching experience in a grade span of 4th-6th grade, not 3 years of 4th, 3 years of 5th, and 3 years of 6th grade experience).

H. Most recent formal evaluation: a numeric rank of "1" or "2" on

1 **ARTICLE XIII - Page 3**

2 one or more of the Overall Standard Ratings on the evaluation  
3 form may exclude a candidate from consideration in summer  
4 or adult school employment. The District reserves the right to  
5 make final employment decisions regarding the formal  
6 evaluation and staffing needs for summer and adult school  
7 programs.

8 I. Hiring preference will be given to employees who can commit  
9 to working the full-term of the summer/adult school  
10 assignment, as posted, regardless of criteria listed above, with  
11 the exception of letter "H."

12 J. Hiring preference will be given to current and newly-hired  
13 employees under contract with the Selma Unified School  
14 District, in that order, over substitute employees or out-of-  
15 district applicants, exclusive of restrictions noted in "H" above.

16 6. Initial summer school teaching assignments shall be made no later  
17 than two weeks before the start of the summer school session.

18 7. Adult education teaching assignments for the ensuing year shall be  
19 made no later than August 15th, or as soon as practicable.

20 8. Nothing in this agreement shall be construed as limiting the right of  
21 the District management from making any changes or eliminating  
22 any position in summer school or adult school assignments based  
23 on the total enrollment or student subject registration.

24 9. Summer School and Adult School positions are temporary in nature,  
25 and employment is not guaranteed in subsequent sessions.

26 10. A supplemental job description for the summer/adult school  
27 assignment shall be provided to the unit members at the onset of

1 **ARTICLE XIII - Page 4**

2 the application process.

- 3 11. An evaluation shall be provided to each unit member at the end of  
4 the summer/adult school session or assignment. The evaluation  
5 shall be placed in the unit member's personnel file; the unit member  
6 shall have the right to respond to the evaluation and have the  
7 response attached.

8 A. No summer/adult school evaluation may be used as a basis for a  
9 90-day notice of unsatisfactory performance.

- 10 12. Failure to comply with the written expectations of the summer/adult  
11 school job description shall be considered when the unit member  
12 applies for subsequent summer/adult school positions.

13 / /

1 **ARTICLE XIV - PROFESSIONAL GROWTH REQUIREMENTS FOR**  
2 **LATERAL SALARY SCHEDULE ADVANCEMENT**

3 1. Initial Salary Schedule Placement

4 A. All certificated unit members new to the Selma Unified School  
5 District shall be placed on the proper step and class according  
6 to verified experience and education. Previous experience  
7 from an educational setting must have been California State  
8 Teachers' Retirement System (CalSTRS) creditable, must have  
9 been under contract, and the employee must have served 75%  
10 of the days school was in session. The Superintendent or  
11 designee is responsible for original placement.

12 B. Experienced teachers newly employed in the District shall be  
13 allowed up to eighteen (18) years of service credit under  
14 contract on a year-for-year basis for verified prior teaching  
15 experience for 75% or more of the number of days school is in  
16 session.

17 C. School nurses may use the California State Board of Nursing  
18 certified inservice training for initial placement on the salary  
19 schedule. One (1) unit of salary schedule credit shall be  
20 awarded for every ten (10) hours of actual inservice classroom  
21 instruction. Continuing Education Units (CEUs) must be  
22 verified by certification. Calculation of the CEUs shall be  
23 retroactive from the onset of the State Board of Registered  
24 Nursing licensure.

25 D. For the 2017-2018 school year and subsequent years, only  
26 post-baccalaureate credit related to the field of education and  
27 verified by official transcripts submitted within thirty (30) days

1 **ARTICLE XIV - Page 2**

2 of employment will be considered for initial classification  
3 placement. Official transcripts may be hard copy or  
4 electronic.

- 5 E. School Nurses, Speech Language Pathologists, and School  
6 Psychologists may receive up to a maximum of eighteen (18)  
7 years of experience credit on the salary schedule for verified  
8 related work experience outside of the field of education. A  
9 minimum of fifty (50) weeks of employment shall constitute  
10 one (1) year, exclusive of leaves granted by statute.

11 2. Classification Advancement

- 12 A. For the 2017-2018 school year and subsequent years, only  
13 post-baccalaureate credit related to the field of education and  
14 verified by official transcripts shall be considered for  
15 advancement across the schedule. Official transcripts may be  
16 hard copy or electronic.

- 17 B. Unit credits which are offered by colleges and universities or  
18 offered through subject area inservice courses, workshops, or  
19 seminars to meet program requirements established by  
20 Federal, State or District guidelines will be accepted without  
21 question providing the certificated employee has paid for the  
22 cost of such designated programs. Credit for such stated  
23 programs offered and/or required during the regular work day  
24 will not be granted unless the tuition cost is paid by the  
25 participating employee.

- 26 C. Earned units received through a scholarship and/or grant  
27 shall be accepted if they meet the criteria for lateral growth.

**ARTICLE XIV - Page 3**

- D. School nurses may use California State Board of Nursing certified inservice training for lateral advancement on the salary schedule. One (1) unit of salary schedule credit shall be awarded for every ten (10) hours of actual inservice classroom instruction. Continuing Education Units (CEUs) must be verified by certification. Calculation of the CEUs shall be retroactive from the onset of the State Board of Registered Nursing licensure must be completed by August 31st and reported to the District by September 30<sup>th</sup> of the current year.
- E. Credit for workshops or college sessions requiring travel and expenses will not be given if the District provides for such expenses.
- F. Unit credit for travel will not be granted unless such credit is offered as part of a class under the auspices of colleges or universities or unless the certificated employee develops a program approved by the Superintendent or designee and meets the lateral growth requirements listed above.
- G. Unit members shall respond on the appropriate District forms by February 15<sup>th</sup> of each year as to whether they intend to move from one salary classification to another for the ensuing school year. Failure to respond may delay the effect of appropriate units until the following budgetary year. Forms will be provided by the District by February 1<sup>st</sup> of each year.
- H. One quarter ( $\frac{1}{4}$ ) unit of credit equals two-thirds ( $\frac{2}{3}$ ) of a semester unit.

1 **ARTICLE XIV - Page 4**

2 I. Units for lateral advancement on the salary schedule must be  
3 completed by August 31st and reported to the District by  
4 September 30th.

5 3. Step Advancement

6 A. Persons returning from military leave which interrupts tenure  
7 in the District shall receive experience credit on the salary  
8 schedule on a year-for-year basis to a total of two (2) years.

9 B. A certificated employee must serve 75% of the number of days  
10 school is in session during the current school year to be  
11 eligible for his/her normal salary step increment.

12 4. School Psychologist Salary Schedule Placement

13 A. The school psychologist may be placed on either the school  
14 psychologist or regular certificated salary schedule  
15 commensurate with post baccalaureate units and verified  
16 years of experience.

17 B. On an annual basis, salary shall be calculated on both  
18 schedules. The school psychologist shall receive the higher  
19 salary.

20 5. Unit Evaluation Committee

21 A. The District shall have a committee known as the Certificated  
22 Employees Unit Evaluation Committee, which shall make the  
23 final determination on disputed units.

24 B. The Certificated Employees Unit Evaluation Committee will  
25 make recommendations to the Board.

26 C. In the event a unit is questioned or rejected by the District,  
27 the Certificated Employees Unit Committee shall meet to

1 **ARTICLE XIV - Page 5**

2 prepare and submit recommendations to the Board  
3 concerning unit evaluation and unit clarification.

4 D. This committee shall be charged with reviewing requests for  
5 unit consideration:

- 6 1) are in conflict with current established policy;  
7 2) are requested as an exception to the current  
8 established policy; and,  
9 3) are not covered under the provisions of current  
10 policy.

11 E. The Certificated Employees Unit Evaluation Committee shall  
12 consist of two (2) representatives from the Association and one  
13 (1) District representative. The Association representatives  
14 shall be selected by the Association, and the District  
15 representative shall be selected by the District no later than  
16 October of the current school year.

17 / /

1 **ARTICLE XV - COMPENSATION AND BENEFITS**

2 1. Compensation

3 A. For the 2019-2020 school year, the District shall increase the  
4 salary schedule by two and forty-eight hundredths percent  
5 (2.48%) for each unit member.

6 B. Schedule C compensation shall be reflected in Appendix C;  
7 only the adult school hourly rate shall be improved by 2.48%  
8 for the 2019-2020 school year.

9 C. On Salary Schedule "C", pay for earned "comp time" periods  
10 shall be based upon one (1) hour per period subbed,  
11 regardless of school site or alternate schedules. No more than  
12 one (1) period may be earned per day per unit member, with  
13 the exception of comp time earned during non-student days  
14 with prior approval from the site administrator.

15 D. Payroll errors: Whenever a payroll error resulting in  
16 insufficient payment for a unit member is determined, the  
17 District shall provide a statement of the correction to said unit  
18 member, and a supplemental check shall be issued.

19 When a payroll error resulting in overpayment for a unit  
20 member is known either by the District or the unit member,  
21 within five (5) working days, the affected unit member and the  
22 Assistant Superintendent of Business/Support Services or  
23 his/her designee shall discuss and arrange the repayment  
24 schedule to correct the overpayment error.

25 2. Health Benefits

26 A. For the 2019-2020 plan year, the District agrees to contribute  
27 a maximum of \$14,800 per employee per year for group health

1 **ARTICLE XV – Page 2**

2 and welfare benefits to cover medical, prescription, dental and  
3 vision insurance for all eligible members. The \$14,800  
4 maximum shall be the capped contribution that shall remain  
5 in place for all future school years, unless and until negotiated  
6 otherwise.

7 (1) Medical benefits, provided through Self-Insured Schools  
8 of California (SISC), an Anthem Blue Cross Plan,  
9 provided the unit member signs up for such insurance  
10 coverage on forms provided in the District Office. The  
11 Anthem Blue Cross Plan shall be SISC's "BCS 100 -B -  
12 \$10" with the following modifications:

13 \$100/\$300 Annual Deductible  
14 \$10 Deductible for doctor visits  
15 \$7 generic, \$25 brand name prescriptions

16 (2) Dental benefits as provided through Delta Dental Plan  
17 with a \$1,500 annual maximum.

18 (3) Vision benefits as provided through Vision Service Plan  
19 "B", with \$10.00 co-pay with frames every two years.

20 (4) Coverage will be extended to domestic partners of  
21 employees, as that term is defined in the SISC  
22 Participation Agreement as of October 1, 2006.

23 B. For each plan year, the District shall pay, by way of a one-time  
24 annual bonus to the unit member, an amount equal to 100%  
25 of the savings, if any, between the District's maximum annual  
26 contribution per contract year and the actual cost of the plan  
27 selected by the unit member. The one-time annual bonus

**ARTICLE XV – Page 3**

shall be subject to all taxes and deductions and is not STRS creditable.

1. The District shall provide unit members with the actual cost to the District of all medical, dental, and vision plans.

2. SUTA will participate in the selection of each medical, dental, and vision plan choices for unit members in conjunction with Article XV Section 2.A.1

C. In the event the unit member selects a plan which requires a payroll deduction or co-pays/deductibles, the District agrees to implement a Section 125 Plan to cover either eventuality.

D. Unit members working less than 100% employment

1. A unit member hired to work less than 100% or is granted a leave of absence of less than 100% by the Board of Trustees shall be entitled to a pro-ration of district paid health benefits as it relates to his/her assignment (i.e. 60% assignment = 60% district paid premium and 40% unit member paid premium, or 80% assignment = 80% District paid premium and 20% unit member paid premium) to the same extent as provided for regular full-time unit members in 2.A: 1, 2, and 3 above. The balance of the prorated amount and any employee contribution shall be the responsibility of the unit member and paid through payroll deductions, September-June each year.

2. Unit members working less than 50% shall not be eligible for any portion of District paid health benefits.

3. Two unit members approved to participate in a job share

1 **ARTICLE XV – Page 4**

2 shall receive one (1) benefits package; the job share  
3 participants shall determine which unit member shall  
4 receive the benefits package and shall notify the District of  
5 the decision in writing.

6 E. The District shall pay health benefits as outlined in 2.A and  
7 2.B, above, for the months of July and August should a unit  
8 member resign at the end of his/her contracted year.

9 F. A unit member who is serving as an active duty reservist with  
10 an applicable branch of the United States Military shall have  
11 district paid dental and vision health insurance coverage to  
12 the same extent he/she would have received as a full time  
13 unit member.

14 3. Other Benefits

15 Unit members, who qualify, will continue to receive those benefits  
16 which are mandated by law as follows:

17 A. State Teachers Retirement Fund - The District agrees to pay the  
18 legally required rate.

19 B. Worker's Compensation Insurance - The District agrees to pay  
20 the legally required rate.

21 C. Sick Leave Benefit - Accumulated sick leave shall be credited  
22 toward an employee's retirement at the time of retirement under  
23 the provisions of the CalSTRS and applicable Education Code  
24 Sections.

25 D. Medicare - District will pay 1.45% toward Medicare benefits for all  
26 certificated employees who elected to participate. Unit members  
27 who elected to participate will pay 1.45% toward Medicare. //

1 **ARTICLE XVI - HOURS/ASSIGNMENT**

2 1. The length of the unit members' workday, including preparation  
3 time and lunch, shall be 7 ½ consecutive hours, except on Tuesdays  
4 and Fridays. On Tuesdays, the workday may be eight (8) hours if so  
5 designated by District management to facilitate assigned  
6 supervision, meetings, collaboration, professional learning,  
7 conferences, and/or district business. On Tuesdays, if meetings,  
8 collaboration, professional learning, conferences, and/or district  
9 business as noted are not necessary, the workday shall be 7 ½  
10 hours. On Fridays, the workday shall be seven (7) hours ten (10)  
11 minutes or until the unit member has completed his/her regular  
12 duty and/or assigned supervision, whichever is later.

13 2. Elementary teachers shall have daily preparation time of not less  
14 than 25 consecutive minutes per day, except Friday, and not less  
15 than 225 minutes per week. All preparation time shall be in blocks  
16 of 25 minutes or more except by mutual agreement between the unit  
17 member and the site administrators. Unit members shall not be  
18 required to supervise students during preparation time.

19 A. Exclusive of districtwide, non-student, preservice and inservice  
20 days, during elementary in-district inservice student  
21 instructional days, teacher preparation time shall be 7:45-8:10  
22 AM, with the expectation that teachers shall be at their  
23 respective sites during this prep time. Teachers shall be  
24 allotted twenty (20) minutes of travel time from their sites to the  
25 inservice location. The lunch period shall be for one (1) hour,  
26 which includes a thirty (30) minute duty-free lunch and the  
27 second prep period. The inservices shall conclude at 3:15, with

**ARTICLE XVI – Page 2**

the exception of inservices held on Tuesdays and Fridays, which shall conclude at 3:45 and 2:55, respectively.

3. Middle school and high school teachers shall have one (1) student period set aside for preparation time.

4. Every unit member shall be entitled to one (1) duty free uninterrupted lunch period per working day. The lunch period shall be a minimum of thirty (30) minutes exclusive of a five-minute passing period before and after lunch. TK-6<sup>th</sup> grade teachers shall not be required to perform any noon duty supervision except in emergency circumstances. There will be no increase in supervisorial time for teachers at other grade levels resulting from this change in noon duty supervision responsibilities for TK-6<sup>th</sup> grade teachers, except in emergency circumstances.

5. In-service education shall be held during the working day; district-provided in-service held outside of regular work hours shall be voluntary, and the rate of compensation shall be identified on the in-service announcement.

A. Unit members shall be compensated for one (1) hour of comp time or pay at the Schedule “C” hourly rate for lesson preparation for district-provided professional learning if the unit member is required to return to his/her class due to a lack of substitute teachers.

6. The District may hold faculty meetings as often as required during the working day.

7. Unit members shall participate, on occasion, in parent conferences which cannot be scheduled during the normal workday, one (1)

**ARTICLE XVI – Page 3**

back-to-school night per year, and one (1) public schools night per year.

8. On days of a foggy day schedule, unit members shall be at work 30 minutes prior to the beginning of the school day and shall be released no later than five (5) minutes after the last student bus departs in the afternoon. If a foggy day schedule is called on a Tuesday, unit members shall be released no later than 4:00 p.m. Preparation time provisions of this contract shall not apply on days of a foggy day schedule and the weekly preparation minimum shall be proportionately reduced.

9. The work year for all regular classroom teachers and teachers on special assignment shall be 185 days, of which 180 shall be instructional days, one (1) preservice day unencumbered by the District designated for teacher room preparation and/or lesson planning, and four (4) preservice and/or inservice days designated for professional learning, and/or administrative use. The work year for school psychologists shall be 195 days.

10. The District shall provide a maximum of three (3) release days, one (1) per trimester, for Special Day Class (SDC) teachers to prepare documentation required by law.

11. Pre-approval by the supervisor is needed before accruing and using comp time. Using the district's automated absence verification system, three (3) days notification shall be given to the principal or his/her designee by the unit member before using said comp time. The following maximum number of unit members using comp time per day, per site shall be in effect: alternative education—two (2)

**ARTICLE XVI – Page 4**

unit members per day; elementary sites—three (3) unit members per day; middle school—four (4) unit members per day; high school—five (5) unit members per day.

12. The work hours provision shall not apply to the workday for Adult Education and Summer School teachers.

13. Unit members shall not be assigned duties beyond the normal working day without compensation as provided on Schedule "C", except for items as specified in paragraph 7 of this Article. Such duty assignments shall be on a voluntary basis only.

A. If a general education teacher is required to attend more than two (2) IEP meetings annually which begin outside of the contractual day, he/she shall be compensated at the Schedule "C" hourly rate or comp time comparable to the duration of the meeting, rounded to the nearest quarter ( $\frac{1}{4}$ ) hour.

14. The assigned workday of the unit members shall be determined by the site administrator(s) dependent upon District/site needs. The workday may be adjusted provided District/site needs have been accommodated. At the beginning of each school year, each school site will advise unit members of the beginning and ending times of their duty day. Duty hours of unit members will be included in each site handbook.

15. For purposes of this article, preparation at the TK-6<sup>th</sup> grade level shall be defined as subject matter taught as required by local, state, and federal regulations. Preparation at the 7<sup>th</sup>-12<sup>th</sup> level, exclusive of Alternative Education settings, shall be defined as meaning classes of the same level, grade, or subject area.

**ARTICLE XVI – Page 5**

16. Efforts shall be made to keep preparation for unit members in grades TK-6 to a reasonable number. No new preparation shall be added without discussing with representatives of teachers of the grade levels involved.

17. Reasonable effort shall be made to keep lesson preparation at grades 7-12 to a minimum. A unit member shall not be required to have more than three (3) such preparations. In addition to currently recognized preparations:

A. Academic Block, Lincoln Middle School, two (2) preparations.

B. Selma High:

1. AP, one (1) preparation

2. Honors, one (1) preparation

3. P (formerly known as CP), one (1) preparation

4. ELD, one (1) preparation

5. Regular, not college prep, one (1) preparation

Exceptions to this provision may be made upon mutual agreement between the unit member and administrator and if a waiver is signed by the unit member.

18. Reasonable effort shall be made to keep teacher room assignments to a minimum. A unit member shall not be required to teach in more than three (3) classrooms on a given day. Exceptions to this provision may be made upon mutual agreement between the unit member and administrator and if a waiver is signed by the unit member.

19. No unit member shall have an assignment that would result in a combination of more than five (5) preparations and/or room

**ARTICLE XVI – Page 6**

assignments. Exceptions to this provision may be made upon mutual agreement between the unit member and administrator and if a waiver is signed by the unit member.

20. An RSP or SDC teacher, School Psychologist, or a Speech Language Pathologist who assumes the caseload of another like-job duty unit member on long-term leave (3 weeks or longer), shall be compensated for three (3) hours per day at his/her daily rate of pay. If more than one unit member assumes the caseload, the three (3) hours shall be divided equitably.

21. No unit member shall be assigned to more than one (1) class/combo class and/or duty for any period.

22. A unit member may request an Association representative for assistance when discussing with an administrator or refusing an assignment which requires a waiver.

23. The Association shall receive a copy of all waivers.

24. Tentative Assignments

A. Unit members will be notified of their tentative teaching assignments for the next school year by May 15th. Such tentative assignments shall include school site, subject matter, and/or grade level. Unit members will be asked to verify receipt of the tentative assignment within five (5) working days.

B. Nothing in the tentative assignment shall be construed as limiting the right of District management from making any changes in such assignments or programs based on the total enrollment, population shifts, student subject registration or vacancies. Any unit member affected by a change in tentative

**ARTICLE XVI – Page 7**

assignment shall be given notice before the change is implemented.

C. If a tentative assignment does not conform to provision 15, 16, and/or 17, a waiver will be attached to the tentative assignment. Within five working days, the unit member will either sign the waiver or will request a new assignment. If the unit member does not agree to the requested exception to the contract, he/she will be given a new tentative assignment by June 30th.

1. The President of the Association will be notified prior to a teacher being asked to sign a waiver.

25. The District retains the ultimate right to determine the necessary assignment of personnel based upon student and District needs.

26. Compensatory Time

A. Secondary Unit Members (7-12)

1. Teachers with one (1) student period set aside for preparation time may volunteer to substitute during said period. Additionally, unit members may have the option of receiving pay for the accrued hours of comp time, which shall be paid at the current adult school hourly rate.

2. Comp time shall be accrued in the following manner: one (1) period of subbing during a prep period shall be credited with one (1) hour of comp time, regardless of school site or alternate schedules. No more than one (1) comp period may be earned per day per unit member.

**ARTICLE XVI – Page 8**

3. Additional comp time may be earned during non-student days with prior approval from the site administrator.
4. Use of comp time shall be deducted in the same manner it was accrued. If one (1) period, or fraction thereof is used, one (1) hour shall be deducted.
5. Regardless of school site, if a unit member is absent for a full day and desires to utilize comp time, six (6) hours of comp time and one (1) hour of additional leave time pertinent to the unit member's absence shall be deducted, or the unit member may choose to have seven (7) hours of comp time deducted.

**B. Elementary Unit Members (TK-6)**

1. Elementary teachers who volunteer for assignments enumerated on Schedule "C," on the Elementary Co-/Extra-Curricular Section will receive the Schedule "C" stipend. Alternatively, the teacher may receive one (1) day of Compensatory Time off plus the difference between the Schedule C stipend and the Schedule C hourly rate x 7 hours for each assignment, not to exceed four (4) comp days annually.
2. Elementary teachers who volunteer for hourly assignments enumerated on Schedule "C," on the Extra Duty Teaching section, excluding categorically-paid after school tutorial, may accept either the Schedule "C" hourly rate or earn comp time on an hour-per-hour basis, not to exceed twenty-eight (28) hours or four (4) days of comp time

1 **ARTICLE XVI – Page 9**

2 annually.

- 3 3. When a substitute is required, elementary compensatory  
4 time shall be utilized in half (1/2) day or full day  
5 increments only; if a substitute is not required, accrued  
6 comp time may be used in quarter hour (1/4 hour)  
7 increments, up to seven (7) hours per day.
- 8 4. For all elementary unit members, accrued comp time may  
9 be spent in quarter hour (1/4 hour) increments before  
10 and after school for requested time off that is still within  
11 the contractual duty day.

12 C. Other Personnel

- 13 1. Unit members who provide professional learning  
14 presentations for Selma Unified shall accrue comp time in  
15 the following manner: for every one (1) hour of pre-  
16 approved time beyond the contracted work day and  
17 beyond the unit member's job description spent in  
18 preparation for professional learning presentations shall  
19 be credited with one (1) hour of comp time.
- 20 2. Said unit members shall have comp time deducted in the  
21 same manner it was accrued. If one (1) hour, or fraction  
22 thereof is used, one (1) hour shall be deducted.
- 23 3. If said unit members are absent for a full day and desire  
24 to utilize comp time, the unit members shall have seven  
25 (7)hours of comp time deducted.

26 D. Compensatory time accrued at the secondary level shall be  
27 electronically posted every two (2) weeks in an agreed upon

1 **ARTICLE XVI – Page 10**

2 manner.

3 27. Selling a Preparation Period

4 A. All communications regarding selling a preparation period  
5 shall be done via email. Principals or their administrative  
6 designees at the 7-12 level will announce via email to  
7 department members when it is necessary to buy a planning  
8 period. A unit member shall have twenty-four hours to inform  
9 the principal or his/her designee of the willingness to sell  
10 his/her prep. After twenty-four (24) hours, the principal or  
11 his/her designee will offer the assignment to a qualified  
12 volunteer if one is available. In the event that more than one  
13 (1) person volunteers to sell his/her planning period, the  
14 following criteria shall be used to purchase a prep period:

- 15 1. Appropriate credential; multiple credentials; and  
16 supplemental credentials;  
17 2. Instructional needs of the District;  
18 3. Personnel needs of the District and unit member;  
19 4. Districtwide seniority;  
20 5. Educational training;  
21 6. Past teaching experience;  
22 7. Other factors, such special skills, area of study emphasis  
23 and/or expertise.

24 B. Preparation periods shall be purchased per semester, on an  
25 as-needed basis.

26 C. Compensation for selling a preparation period shall be  
27 calculated as the unit member's daily rate x 20% x number of

1 **ARTICLE XVI – Page 11**

2 actual student days worked, per semester.

3 28. Administrative Designees

4 A. Unit members may volunteer or may be asked to serve as an  
5 administrative designee, should there be no administrative  
6 presence on the campus. Preference for choosing an  
7 administrative designee will be based on the unit member's  
8 willingness to perform the duties and if the designee has an  
9 administrative service credential. The lack of an  
10 administrative service credential will not exclude a unit  
11 member from being an administrative designee, but preference  
12 will be given to individuals who possess the credential. Duties  
13 and expectations for the acting Principal/Designee shall be  
14 provided in writing to the Designee prior to his/her acceptance  
15 of this role.

16 1. The District shall provide professional learning for all  
17 Principal Designees. If training occurs outside of  
18 contractual work hours, Designees shall be compensated  
19 as per Schedule "C" Adult School hourly rate.

20 B. Unit members who perform duties as an administrative  
21 designee shall be entitled to the hourly rate of pay for an Adult  
22 School Teacher identified in Appendix C of the CBA.

23 1. This stipend shall be added to the unit member's current  
24 hourly rate of pay.

25 2. The additional stipend shall be paid for actual  
26 administrative work performed on an hour-per-hour basis,  
27 rounded to the nearest quarter hour.

**ARTICLE XVI – Page 12**

3. The unit members must record, in detail, all administrative work performed on a supplemental time sheet; beginning and ending times and a brief description of the work performed must be included on the time sheet.
4. The time sheet must be verified and signed by the site administrator for whom the designee worked; verification may be obtained from other classified and certificated personnel; if the administrator is unavailable, the Superintendent or his/her designee shall verify and sign the time sheet.
5. Should a site administrator be absent for more than three (3) consecutive days, a variable rate of pay shall be determined and mutually agreed upon by the unit member and the Superintendent or his/her designee.

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1 **ARTICLE XVII - TRAVEL**

2 1. Unit members who are required to travel during the working day in  
3 performance of their duties shall use District owned transportation  
4 whenever it is available.

5 2. Unit members who may be requested to use their own automobiles  
6 for travel during the working day in performance of their duties shall  
7 be reimbursed for all such travel at the per mile rate recognized by  
8 I.R.S. for the current tax year for all driving done between arrival at  
9 the first location at the beginning of their work day and the end of  
10 the work day.

11 A. Certificated employees shall submit mileage reimbursement  
12 claims to the immediate supervisor within five (5) working  
13 days of the last working day of each month.

14 3. Unit members who, with the Superintendent or designee, or Board  
15 approval, use their own automobiles for field trips or other business  
16 of the District shall receive the benefits provided in Paragraph 2,  
17 above.

18 / /

1 **ARTICLE XVIII - SAFETY**

- 2 1. All accidents, fires, thefts, or incidents on or near school property or  
3 affecting school personnel, pupils, or other persons while on school  
4 property shall be reported immediately to the site administrator.
- 5 2. The District will remedy unsafe working conditions and abate job  
6 hazards of work and grounds facilities as soon as possible after the  
7 condition becomes known. Each employee shall report unsafe  
8 conditions to his or her immediate supervisor through the electronic  
9 work request system, when appropriate, as soon as the condition is  
10 known. The period of time from the unit member's submission of  
11 the electronic work request to the unit member's electronic  
12 notification of the estimated timeline for the work to be completed  
13 shall not exceed a two-week (2-week) period of time.
- 14 3. No employee shall be required to work under conditions that are  
15 unsafe or hazardous.
- 16 A. The District shall conform to, and comply with, all health,  
17 safety, and sanitation requirements imposed by state and  
18 federal law or regulations.
- 19 B. No unit member shall be discriminated against in any way as  
20 a result of reporting any conditions believed to be in violation  
21 of 3.A.
- 22 4. The District will continue to accept its responsibility to support and  
23 assist teachers with respect to the maintenance of control and  
24 discipline in the classroom, school, and school-related activities in  
25 accordance with State law and District regulations.
- 26 5. In accordance with Ed Code 44807, every teacher in the public  
27 schools shall hold pupils to a strict account for their conduct on the

1 **ARTICLE XVIII - Page 2**

2 way to and from school, on the playgrounds, or during recess. A  
3 teacher, vice principal, principal, or any other certificated employee  
4 of a school district, shall not be subject to criminal prosecution or  
5 criminal penalties for the exercise, during the performance of  
6 his/her duties, of the same degree of physical control over a pupil  
7 that a parent would be legally privileged to exercise but which in no  
8 event shall exceed the amount of physical control reasonably  
9 necessary to maintain order, protect property, or protect the health  
10 and safety of pupils, or to maintain proper and appropriate  
11 conditions conducive to learning. The provisions of this section are  
12 in additional to and do not supersede the provisions of Section  
13 49000.

14 6. Should a unit member be attacked, or verbally or physically  
15 threatened, by a student or parent, and a report is filed by a unit  
16 member with the site administrator, both the site administrator and  
17 the unit member shall immediately notify the local law enforcement  
18 officer with jurisdiction of the incident. All details of the incident  
19 shall be reported (Ed Code 44014).

20 A. If a unit member leaves work during the contractual day due  
21 to being physically assaulted, the unit member's leave time  
22 shall be recorded via the electronic absence management  
23 system; said leave time shall initially be recorded as "Workers'  
24 Comp." If the claim is denied by a Workers' Compensation  
25 doctor, the time shall be changed to "sick leave."

26 7. The District shall inform the teacher of each pupil who has engaged  
27 in, or is reasonably suspected to have engaged in, any of the acts

**ARTICLE XVIII - Page 3**

described in any of the subdivisions of Section 48900, 48900.2 (sexual harassment), 48900.3 (hate violence), 48900.4 (harassment, threats, or intimidation, directed against school district personnel or students), or 48900.7 (terroristic threats) except 48900 subdivision (h), possession or use of tobacco products. The District shall provide the information to the teacher based upon any records that the district maintains in its ordinary course of business, or receives from a law enforcement agency, regarding a pupil described in this section.

A. The District shall inform the teachers by means of three-year (3-year) list of said students.

B. Unit members shall verify review of said list twice annually: once by August 31<sup>st</sup> and again after the beginning of the 2<sup>nd</sup> semester but prior to January 31<sup>st</sup>.

C. Any information received by a unit member shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the unit member.

D. Should a student move into the District and a history of school suspensions becomes known, the District shall immediately notify all unit members at that site.

8. If the District determines that potentially unsafe conditions exist, specifically if law enforcement is contacted, the District shall inform unit members at that site via automated or electronic notification.

9. The District shall put in place an Injury and Illness Prevention Plan. As part of the prevention plan, the District shall have in place a District Safety Committee comprised of representatives of all

**ARTICLE XVIII - Page 4**

employee groups. The Safety Committee shall determine the composition of its members.

10. If a unit member has safety concerns about a student returning back to class after the student has been subject to discipline, the unit member may request one or both of Letters A & B below; Letter C shall be a matter of procedure:

- A. A meeting between the unit member and site administration.
- B. A meeting between the unit member, site administration, and the student's parent(s)/guardian(s).
- C. Administration shall document the disciplinary incident in the District's Student Information System.

//

**ARTICLE XIX - SCHOOL CALENDAR**

The District and the Association shall meet and confer regarding calendar options for two (2) subsequent school years. The District shall obtain input and recommendations from the Association, classified unit members, District staff and administration, and parents prior to March 1<sup>st</sup>. The Board of Trustees shall make every effort to adopt the stakeholders' recommendations into the calendars. Board-approved calendars shall be available for publication by March 15<sup>th</sup>. The input process and creation of additional calendars shall occur on an annual basis in order to maintain a two-year school calendar.

/ /

1 **ARTICLE XX - MISCELLANEOUS PROVISIONS**

2 1. Any individual contract between the District and an individual unit  
3 member shall be consistent with the terms and conditions of this  
4 agreement.

5 2. It is understood and agreed that the specific provisions contained in  
6 this Agreement shall prevail over District practices and procedures  
7 and over State laws to the extent permitted by State Law, and that  
8 in the absence of specific provisions of this Agreement such  
9 practices and procedures are discretionary with the District.

10 3. A copy of the current Collective Bargaining Agreement shall be given  
11 to each employee:

12 A. during New Teacher Orientation;

13 B. within thirty (30) days of ratification/approval of a new contract;  
14 and/or

15 C. upon the request of a unit member.

16 Any changes in the contract during its life shall be supplied to the  
17 unit member by the District.

18 / /

**ARTICLE XXI - SAVINGS**

1. If any provisions of this Agreement or any application thereof, to any unit member is held by a court of competent jurisdiction to be contrary to the law, then such provision or application will be deemed invalid, to the extent required by such court decision, but all other provisions or applications shall continue in full force and effect.
2. The terms and conditions of this Agreement shall be applied consistently with the provisions of the applicable State and Federal laws.

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## **ARTICLE XXII – PEER ASSISTANCE AND REVIEW**

### **1. Purpose**

The Selma Unified Teachers Association (SUTA) and The Selma Unified School District (District) strive to provide the best education for students. Therefore, the parties agree to cooperate in the design and implementation of programs to provide the quality of instruction through expanded and improved professional learning and peer assistance.

### **2. Definitions**

#### **A. Peer Assistance and Review (PAR)**

All programs relating to professional learning for new or experienced teachers and the program assisting experienced teachers through Peer Assistance and Peer Review.

#### **B. Joint Committee**

The managing body for all programs affiliated with PAR.

#### **C. Mentor**

A teacher selected by the Joint Committee from a cadre of qualified teachers to provide assistance to beginning teachers hired as Interns or participating in the Teacher Induction program.

#### **D. Consulting Teacher**

A teacher selected by the Joint Committee from a cadre of teachers who are qualified to provide assistance to permanent teachers participating in the PAR program.

#### **E. Referred Participating Teacher**

A teacher with permanent status who receives assistance to improve his/her teaching methodology from a Consulting Teacher, and who is participating in the program through referral due to an

1 **ARTICLE XXII - Page 2**

2 unsatisfactory evaluation.

3 F. Volunteer Participating Teacher

4 A teacher with permanent status who receives assistance to improve  
5 his/her teaching methodology from a Consulting Teacher, and who  
6 is participating in the program voluntarily.

7 3. Funding

8 The Board of Trustees shall establish an annual budget for the article.

9 4. Joint Committee

10 A. The Joint Committee shall consist of seven (7) members, the  
11 majority of whom shall be certificated classroom teachers and  
12 members of the Selma Unified Teachers Association. The teacher  
13 members of the Joint Committee shall be chosen through an  
14 election conducted by SUTA, and representatives shall consist of two  
15 (2) from TK-6 grades, one (1) from 7-8 grades, and one (1) from 9-12  
16 grades. The District shall choose the three (3) administrative  
17 members for the Joint Committee. The PAR program shall provide  
18 clerical services, substitutes, supplies, and facilities for the work of  
19 the Joint Committee.

20 1. The Joint Committee shall establish its own meeting schedule.

21 Five (5) of the members, the majority of whom shall be teachers,  
22 must be present for action to be taken. Such meetings may take  
23 place during the regular teacher workday.

24 2. The term of office for teacher members of the Joint Committee  
25 shall be for two (2) school years. Joint Committee teacher  
26 members shall be elected and names provided to the District  
27 prior to the end of the school year. Of the original committee, two

1 **ARTICLE XXII - Page 3**

2 (2) teacher members, chosen by lot, shall serve a three (3) year  
3 term; the remaining members shall serve two (2) years.

4 3. If a teacher member of the Joint Committee leaves the Committee  
5 prior to the completion of his/her term, the vacant position shall  
6 be filled for the remainder of the term by appointment of the  
7 SUTA president.

8 4. SUTA Joint Committee members shall receive one hundred six  
9 dollars (\$106) per meeting up to one thousand dollars (\$1,060)  
10 and ten (10) meetings. Observations of Consulting Teacher/  
11 Mentor applicants shall be considered a meeting.

12 5. The District will defend and indemnify Joint Committee members  
13 against claims arising out of their good faith performance of  
14 duties under this Article. The Joint Committee members who act  
15 pursuant to the PAR Program shall have the same protection  
16 from liability and access to appropriate defense as other public  
17 school employees pursuant to Division 3.6 (commencing with  
18 section 810) of Title 1 of the Government Code.

19 B. The Joint Committee shall be responsible for the following:

20 1. Establishing Joint Committee Rules and Procedures, including  
21 the method for selection of a Chairperson. Said Rules and  
22 Procedures will be consistent with the provisions of this  
23 Agreement and to the extent that there is an inconsistency the  
24 Agreement will prevail.

25 2. Selecting Consulting Teachers for PAR and Mentors for  
26 Induction.

27 3. Selecting professional learning programs supported by funds

**ARTICLE XXII - Page 4**

budgeted for this article.

4. Establishing a procedure for application to be a Consulting Teacher and/or a Mentor.
5. Assigning Consulting Teachers to Referred and Volunteer Participating Teachers. The Joint Committee shall use the following criteria to select a Consulting Teacher:
  - a. Input from the Referred Teacher
  - b. Specific area(s) of perceived need, as identified on the evaluation form
  - c. Curricular experience of the Consulting Teacher
6. Determining the number of Consulting Teachers and Mentors for the cadre in any school year, based upon projected need for peer assistance, number of Participating Teachers in Induction, available funding, and other relevant considerations.
7. Reviewing the final report prepared by each Consulting Teacher to determine completion of assistance, prior to payment of Consulting Teacher stipends.
8. Planning annual training for Joint Committee members.
9. Distributing a copy of the adopted Rules and Procedures to all bargaining unit members.
10. Planning training for Consulting Teachers prior to participation in the Program.
11. Reviewing and monitoring the work of the Consulting Teachers with Referred and/or Volunteer Teachers and the documentation of that work throughout the year.

**ARTICLE XXII - Page 5**

12. Reviewing support given, assistance offered, and professional learning made available by the District to a Participating Teacher when the teacher has been referred to the Program.

13. Reviewing the final report prepared by a Consulting Teacher regarding a Referred Teacher and making recommendations to the Board of Trustees regarding the Referred Teacher's progress in the PAR Program, both of which shall be placed in the Referred Teacher's personnel file.

14. Evaluating annually the impact of the PAR Program and submitting recommendations for the improvement of the program to the Board of Trustees, the District, and SUTA.

5. Application of Individual Teachers to be Consulting Teachers/Mentors

A. A Consulting Teacher provides assistance to permanent teachers in the form of professional learning, classroom assistance, and review. A Mentor assists Interns with classroom management, positive, safe learning environments, and pedagogy. A Mentor assists Participating Teachers with the completion of the Induction program. Consulting Teachers/Mentors must meet the following minimum qualifications:

1. Full time SUSD classroom teacher, teacher on special assignment, or instructional coach.
2. Hold a valid California teaching credential.
3. Permanent status within SUSD, or if Probationary, has successfully been a Consulting Teacher/Mentor in a previous district.
4. Last five years full-time teaching and/or instructional coaching experience, with the exception of Board-approved leaves of

**ARTICLE XXII - Page 6**

absence.

5. Demonstrate exemplary teaching ability, as indicated by recent evaluations showing (4) - Exemplary, Exceeds Standards in the Overall Standards Rating in Standards One-Five (1-5), or comparable evaluations from another school district.

6. Is not a member of the Joint Committee.

B. Written applications for participation as a Consulting Teacher/Mentor shall be submitted to the Joint Committee by February 1st. Said applications shall include written consent from the applicant to release his/her two (2) most recent evaluations to the Joint Committee. All applications and evaluations shall be treated confidentially. Upon completion of the selection process, the Chairperson shall be responsible for collecting all copies of applications and evaluations and returning them to the Human Resources Division for appropriate processing.

C. Upon completion of the assistance and review process, the Consulting Teacher/Mentor shall receive an annual stipend of \$2,552 for each assigned Volunteer or Referred Teacher.

6. Review of Applications and Recommendations by Joint Committee

A. Before recommending any candidate for Consulting Teacher/Mentor, the Joint Committee shall review the two (2) most recent evaluations of that teacher, which should include demonstrated exemplary teaching ability including effective verbal and written communication skills, subject matter knowledge, ability to work cooperatively with colleagues, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different

1 **ARTICLE XXII - Page 7**

2 contexts.

3 B. Classroom observations of candidates may be conducted by  
4 representatives of the Joint Committee to aid in the selection  
5 procedure.

6 C. Candidates may be required to participate in a panel interview  
7 and/or a demonstration lesson in order to aid the Joint Committee  
8 in the selection process.

9 D. Each candidate for Consulting Teacher/Mentor shall receive the vote  
10 of at least four of the seven members of the Joint Committee.  
11 Special circumstances, such as the need for Consulting Teachers in  
12 a particular curriculum area, shall be considered by the Joint  
13 Committee as it decides on Consulting Teachers.

14 E. Recommendations for Consulting Teachers/Mentors shall be made  
15 prior to the end of the school year and be submitted to the Board of  
16 Trustees.

17 F. Consideration for Consulting Teachers/Mentors shall be given to  
18 teachers returning for full-time employment in the subsequent year,  
19 new hires who meet the criteria in 5.A.1-6, then retirees, in that  
20 order.

21 7. Review of Recommendations and Designation of Consulting  
22 Teachers/Mentors

23 A. The Board of Trustees may meet in closed session to consider the  
24 employment of any candidate to be a Consulting Teacher/Mentor in  
25 the same manner that it may consider employment of other  
26 employees.

27 B. The Board of Trustees shall designate as Consulting

**ARTICLE XXII - Page 8**

Teachers/Mentors only teachers who have been recommended by the Joint Committee.

C. The term of service of a Consulting Teacher/Mentor shall be from July 1 to June 30 of each year.

**8. Duties and Responsibilities of Consulting Teachers**

A. Consulting services may be provided during regular school hours and during mutually agreed upon time beyond the regular workday or year.

B. Consulting Teachers may be assigned to perform services at more than one school site.

C. No Consulting Teacher shall be assigned to work with more than two (2) Referred/Volunteer Teachers. Consulting Teachers may work with one (1) Referred/Volunteer Teacher and work as a Mentor with one (1) Intern or Participating Teacher, not to exceed a caseload of two (2) teachers.

D. After designation, the Consulting Teacher will work with the Referred or Volunteer Teacher to develop and write a plan for the year, which will address the following areas:

1. Teaching methodology in which the Referred or Volunteer Teacher needs/wants assistance.
2. Strategies for providing assistance may include, but are not limited to, classroom demonstrations by the Consulting Teacher and/or site instructional coach; visitations to other classrooms; participation in professional learning workshops or conferences; purchase of needed materials to implement or enhance instructional programs; classroom observation of the Referred or

**ARTICLE XXII - Page 9**

Volunteer Teacher by the Consulting Teacher with pre-and post-observation discussion; the reading and discussion of professional articles and books suggested by the Consulting Teacher and provided by the District; and ongoing consultation and reflective conversations between the Consulting and Referred or Volunteer Teachers at mutually convenient times and intervals.

3. A detailed and comprehensive time frame.

4. A budget.

5. The format and process for determining the successful completion of the PAR Program for the Referred or Volunteer Teacher.

E. The Consulting Teacher shall provide no less than twenty-five (25) hours of assistance per semester to each Referred and/or Voluntary Teacher.

F. The Consulting Teacher shall provide the Referred and/or Voluntary Teachers with monthly written reports for discussion and review with those teachers.

G. The Consulting Teacher shall submit a quarterly summary of his/her activities in the PAR Program to the Joint Committee, to be reviewed at their next meeting.

H. The Consulting Teacher shall be responsible to the Joint Committee.

I. The Consulting Teacher shall continue to provide assistance to the Referred Voluntary Teacher until he/she concludes that the teaching performance of the Referred Voluntary Teacher is satisfactory, or that further assistance will not be productive.

**ARTICLE XXII - Page 10**

- J. A final report shall be written by the Consulting Teacher, and a copy of the Consulting Teacher's final report shall be submitted to and discussed with the Referred/Voluntary Teacher to receive his/her input and signature before it is submitted to the Joint Committee. The signature of the Referred/Voluntary Teacher does not necessarily mean agreement, but rather that he/she has received a copy of the report. The Referred/Voluntary Teacher shall have the right to submit a written response, and that response shall be attached to the final report.
- K. The Consulting Teacher's final report and the Joint Committee's recommendations, based on the Referred Teacher's progress, shall be reported to the Board of Trustees and shall be placed in the Referred Teacher's personnel file.
- L. The Consulting Teacher shall have no authority over any teacher by virtue of his/her position as Consulting Teacher.
- M. The District will defend and indemnify the Consulting Teacher against claims arising out of their good faith performance of duties under this Article. The Consulting Teachers who act pursuant to the PAR Program shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to Division 3.6 (commencing with section 810) of Title 1 of the Government Code.
- N. The Consulting Teacher may resign from participation in the program by submitting a letter of resignation to Superintendent or designee. He/she shall receive his/her stipend pro-rated for amount of days served.

1 **ARTICLE XXII - Page 11**

2 9. Referred Teacher

3 A. The Referred Teacher has the right to be represented throughout  
4 these procedures by CTA and/or SUTA representatives of his/her  
5 choice.

6 B. When a teacher has received an evaluation with one (1) or more  
7 Overall Standard Rating(s) of (1) - Unsatisfactory in any of the  
8 Standards 1-5, a teacher shall be reevaluated in accordance with  
9 Article IX, Section 4.C.2, regardless of previous evaluation cycles.  
10 When a teacher has received two (2) consecutive unsatisfactory  
11 evaluations, with one (1) or more Overall Standard Rating(s) of (1) -  
12 Unsatisfactory in any of the Standards 1-5, such teacher shall be  
13 referred to the Joint Committee for participation in the PAR  
14 Program.

15 1. An "Unsatisfactory" evaluation is an evaluation with one (1) or  
16 more Overall Standard Rating(s) of (1) - Unsatisfactory in any of  
17 the Standards 1-5.

18 2. The referral shall contain the Evaluation Improvement Plan  
19 jointly created by the prime evaluator and the unit member,  
20 which shall encompass a complete and detailed list of the  
21 assistance including, but not limited to, assistance which has  
22 been offered to the teacher by the administrator and/or District  
23 during the time encompassed by the evaluation.

24 3. The Joint Committee shall accept the referral of a teacher to the  
25 program if the District provides documentation of assistance  
26 offered/provided which shall include, but is not limited to the  
27 majority of the following: demonstration lessons by

**ARTICLE XXII - Page 12**

administrators and/or a site instructional coach; partner teaching with a site instructional coach; visitations to other classrooms; participation in professional learning workshops or conferences; purchase of needed materials to implement or enhance instructional programs; classroom observations with post-observation discussions; the reading and discussion of professional articles and books provided by administrators and/or a site instructional coach; and ongoing consultation and discussion between the site administrator and Referred Teacher.

C. All proceedings and materials related to evaluations, reports, and other personnel matters shall be strictly confidential. Therefore, Joint Committee members may disclose only such information as is necessary to administer this Article.

D. The term of assistance shall normally be for one (1) year; however, the assistance may be extended to a second year if the Joint Committee determines that progress is being made, although the permanent Referred Teacher may not have reached a satisfactory level of performance.

E. A Referred Teacher shall remain at the same school site, in the same subject and/or grade level he/she was teaching when referred to PAR. No requests for transfer shall be considered until the Referred Teacher has completed the PAR process.

F. The Referred Teacher retains all rights of due process regarding re-employment.

**10. Volunteer Teacher**

A. Participation of a Volunteer Teacher is for peer assistance only

1 **ARTICLE XXII - Page 13**

2 and the Consulting Teacher shall not participate in a performance  
3 review of the Volunteer Teacher. The Volunteer Teacher may  
4 terminate his/her participation in the PAR Program at any time.  
5 The Consulting Teacher assigned to work with that teacher shall  
6 receive a pro-rated stipend for his/her assistance to a Volunteer  
7 Teacher who withdraws from the program.

8 B. Unless terminated by the Voluntary Teacher as mentioned above,  
9 voluntary participation by any teacher in the PAR Program is on a  
10 year-to-year basis.

11 C. All communication between the Consulting Teacher and a  
12 Volunteer Teacher shall be confidential and shall not be shared  
13 with others, including, but not limited to, any administrator or any  
14 member of the Joint Committee.

15 D. A teacher may volunteer for the PAR Program by submitting an  
16 application to the Joint Committee via the Human Resources  
17 Division. The form of such application shall be determined by the  
18 Joint Committee and shall include areas in which the teacher  
19 volunteering for the program needs assistance.

20 //

1 **ARTICLE XXIII - PERSONNEL FILES**

- 2 1. The District shall maintain the official unit members' personnel files  
3 at the District's central office unless extenuating circumstances  
4 require the movement of the file.
- 5 2. The person or persons who draft and/or place material relevant to  
6 the assessment of performance in a unit member's personnel file  
7 shall sign the material and signify the date on which such material  
8 was prepared.
- 9 3. Access to personnel files shall be limited to the members of  
10 management on a regular need-to-know basis. The contents of all  
11 personnel files shall be kept in the strictest confidence. This  
12 paragraph shall not apply in the event all or a portion of the  
13 personnel files are necessary for review for preparation, or as  
14 evidence, in an administrative or judicial proceeding.
- 15 4. A unit member shall have the right to enter, and have attached to  
16 any statement, his/her own comments thereon including  
17 judgments, writs, etc. of any judicial or administrative authority  
18 having jurisdiction.
- 19 5. Under supervision from a representative of the Human Resources  
20 Division, each unit member shall have the right to review the  
21 contents of his/her own personnel file, exclusive of items listed in  
22 section six (6) of this Article. A representative of the unit member's  
23 choosing may accompany the unit member in this review. The unit  
24 member's review of such information shall take place during the  
25 normal working day of the District Office, and shall be outside of the  
26 unit member's instructional work day. The unit member may not  
27 make any alterations or

1 **ARTICLE XXIII – Page 2**

2 additions to the record, nor remove any material. Should the unit  
3 member wish to review the contents of the personnel file without  
4 supervision and/or requests copies of the contents, one (1) copy of  
5 documents from the personnel file shall be provided to the unit  
6 member.

- 7 6. Privileged information such as confidential placement papers and  
8 confidential statements submitted as part of application procedures,  
9 including rating reports of records which (1) were obtained prior to  
10 employment of the person involved, (2) were prepared by identifiable  
11 examination committee members, or (3) were obtained in connection  
12 with promotional examination, is specifically exempted from review.  
13 The administrator or designee shall remove such confidential  
14 documents from the field prior to a review of the file as described.
- 15 7. Derogatory material not found in a unit member's official personnel  
16 file and which does not bear the unit member's signature or an  
17 indication that the unit member had an opportunity to respond to  
18 the material, shall not be used in any disciplinary or dismissal or  
19 evaluation action against a unit member.

20 / /

1 **ARTICLE XXIV - PERSONAL FREEDOM**

2       This District, Superintendent, or a member of the management team  
3 shall not inquire into, or predicate any adverse action upon a certificated  
4 employee's personal, political and organizational activities or preferences,  
5 provided these activities are not practiced on school time.

6     / /

1 **ARTICLE XXV - EARLY RETIREMENT**

2 1. Health Benefits (Medical Only)

3 A. Upon application to the Board of Trustees prior to February  
4 1<sup>st</sup>, a unit member may elect to retire from the Selma Unified  
5 School District and maintain the applicable health insurance  
6 benefits of employment, subject to the following conditions:

7 1. The unit member must be at least fifty-five (55) years of  
8 age and not more than sixty-four (64) years of age on  
9 the effective date of retirement; and,

10 2. The employee must retire in full from employment with  
11 the Selma Unified School District and the California  
12 State Teachers Retirement System (CalSTRS) effective  
13 on or before June 30 of the year of application; and,  
14 either

15 3. If hired prior to January 1, 1992, unit member must  
16 have been employed by the Selma Unified School  
17 District in a certificated position for at least ten (10)  
18 years, of which the immediate preceding five (5) years  
19 were full-time employment; or,

20 4. If hired after January 1, 1992, unit member must have  
21 been employed by the Selma Unified School District in a  
22 certificated position for at least eighteen (18) total years,  
23 of which the immediate preceding five (5) years were  
24 full-time employment. The eighteen (18) years need not  
25 be consecutive.

26 B. Unit member retirees participating in this program shall be  
27 entitled to health benefits, (medical, Rx, and behavioral

1 **ARTICLE XXV - Page 2**

2 health), through the month the retiree reaches the age of  
3 sixty-five (65) or otherwise terminates participation in the  
4 program.

5 C. The cost of the premium for the health benefits coverage  
6 outlined in Item B, above, shall be as follows:

- 7 1. The District agrees to pay the premium cost of health  
8 benefits (medical, Rx, and behavioral health), equal to  
9 the annual negotiated base paid for regular unit  
10 members through the month the retiree reaches age  
11 sixty-five (65). The retiree shall be responsible for any  
12 portion of the premium cost above the District  
13 contribution.

14 Example:

15 For SISC BCS 100 B, medical, Rx,

16 & behavioral health \$1,449/mon.

17 District contribution for BCS 100 B \$1,233/mon.

18 Retiree contribution \$216/mon.

19 D. Paid participation in the District health insurance, medical  
20 only, program shall be terminated upon any of the following:

- 21 1. The end of the month the retiree reaches age sixty-five (65),  
22 or  
23 2. The retiree's death, or  
24 3. The retiree notifies the District, in writing, of the election to  
25 terminate participation, or  
26 4. The health insurance carrier refuses to cover the retiree  
27 under the rate for other members of the certificated

1 **ARTICLE XXV - Page 3**

2 bargaining unit.

3 E. At the time of retirement, conditions of said retirement shall  
4 be reduced to writing and signed by the retiree and the  
5 Assistant Superintendent, Human Resources.

6 2. Early Retirement Incentive Program

7 A. A certificated retiree may elect to complete an additional  
8 assignment for a specified monetary sum. To be eligible, the  
9 certificated employee shall submit a letter of resignation prior  
10 to February 1<sup>st</sup> of the current school year effective not later  
11 than June 30<sup>th</sup> of that school year and must meet the  
12 following criteria:

13 1. For retirement at the end of the 2018-2019 school year, a  
14 total of eighteen (18) years of credentialed work experience,  
15 seventeen (17) of which have been as a credentialed  
16 employee of the Selma Unified School District.

17 2. For retirement at the end of 2019-2020 school year, and all  
18 subsequent years, a total of eighteen (18) years of  
19 credentialed teaching work experience in the Selma Unified  
20 School District.

21 3. The years of credentialed work experience need not be  
22 consecutive.

23 4. Be at least fifty-five (55) and not more than sixty-four (64)  
24 years old by June 30<sup>th</sup> of the retirement year.

25 B. Compensation for said additional assignment shall be at the  
26 rate of \$5,000 at age fifty-five (55) and decreased \$500  
27 annually to age sixty-four (64). The additional assignment

**ARTICLE XXV - Page 4**

may not begin until at least six (6) months after the effective date of retirement and must be completed within one (1) calendar year from the onset of the assignment. Compensation for an additional assignment shall be based on the table below and the following calculations:

1. The Rate of Pay shall be divided by the unit member's daily rate of pay at the time of retirement, which will provide the number of days of work for the additional assignment;
2. The number of days of work shall be multiplied by seven (7) hours to determine the total number of hours to be worked.

Age at Date of Retirement	Rate of Pay
55	\$5,000
56	\$4,500
57	\$4,000
58	\$3,500
59	\$3,000
60	\$2,500
61	\$2,000
62	\$1,500
63	\$1,000
64	\$500

- C. The additional assignment shall be determined after a meeting with the Assistant Superintendent, Human Resources, and shall be mutually agreed upon between the unit member and the District. The terms of the early retirement agreement shall be

**ARTICLE XXV - Page 5**

reduced to writing and signed by the retiree and the Assistant Superintendent, Human Resources.

D. Regardless of eligibility for the early retirement incentives, a unit member who submits a letter of resignation/retirement prior to February 1<sup>st</sup> shall be exempt from the formal evaluation process and the formal walk-through process during the evaluation year in which the unit member retires.

E. Unit members who elect to retire from the District and who submit a letter of retirement may be eligible to teach the summer school session that is subsequent to their retirement year.

/ /

1 **ARTICLE XXVI - DEPARTMENT CHAIRS**

2 1. Purpose/Selection Process

3 A. Department chairs at Selma High School, Abraham Lincoln  
4 Middle School, and Heartland Alternative School have been  
5 created for the purpose of assisting the principal in  
6 coordination of the total instructional program.

7 B. Decision on the number of departments and subject area  
8 representatives will be determined jointly by the principal and  
9 unit members at each site. An increase in the contractual  
10 number of chairs shall be reflected in a Memorandum of  
11 Understanding that is subject to Board approval and  
12 ratification by the Association.

13 C. Department chairs shall be selected as follows:

14 1. Interested unit members shall submit their names to  
15 the Site Committee for Problem Resolution (SCPR).

16 2. The SCPR shall conduct a ballot election with  
17 appropriate notice to unit members.

18 3. Selected department chairs shall serve a two (2) year  
19 term.

20 4. In the event a department chair is unable or desires not  
21 to fulfill the duties and responsibilities of the position,  
22 an alternate shall be appointed by the Principal for the  
23 remainder of the year. In the event of such an  
24 appointment, the stipend for this assignment shall be  
25 prorated accordingly.

26 5. Unit members shall have access to the supplemental job  
27 description for Department Chairs.

1 **ARTICLE XXVI - Page 2**

2 2. Duties/Responsibilities

3 Conducts regular meetings of the department unit members to:

4 A. Organize and implement the subject area curriculum of the  
5 department.

6 B. Plan for improvement of instruction.

7 C. Articulate with appropriate grade levels and/or departments  
8 as needed.

9 D. Report the department recommendations to the principal.

10 E. Recommend department purchase requests to principal.  
11 Chair is not responsible for processing requests from  
12 individual budgets.

13 F. Provide department unit members with information about  
14 district, school and department procedures related to  
15 curriculum, testing, grading, and other activities.

16 / /

1 **ARTICLE XXVII - CONSULTATION**

- 2 1. In accordance with Board Policy 0200, 0400 (Goals for the School  
3 District and Comprehensive Plans), Board Policy 6141.1  
4 (Curriculum Development and Evaluation), and Board Policy 6161.1  
5 (Selection and Evaluation of Instructional Materials), certificated  
6 employees shall have the opportunity to provide input prior to board  
7 approval and implementation of said plans and instructional  
8 materials. Should the District choose to disregard the certificated  
9 employees' recommendations, the District shall provide specific  
10 reasons in writing for its choice of action.
- 11 2. The Superintendent and his/her selected attendees and the  
12 Association President and his/her selected representatives shall  
13 calendar monthly Meet and Confer meetings on mutually agreed  
14 upon dates and times, with the exception of November, December  
15 and June. The November and December meetings shall be  
16 combined into one meeting. The purpose of the meetings shall be to  
17 discuss such subjects as the parties agree will be beneficial and/or  
18 pertinent for them to discuss.
- 19 3. The procedures for the Site Committee for Problem Resolution  
20 (SCPR) and District Committee for Problem Resolution (DCPR) shall  
21 be incorporated into this agreement.

22 / /

**ARTICLE XXVIII - PROFESSIONAL RELATIONSHIPS**

When imposing discipline or giving reprimands, warnings, or criticisms, confidentiality and privacy appropriate to the professional relationship shall be maintained.

//

**ARTICLE XXIX - SUPPORT OF AGREEMENT**

The Association agrees to support this Agreement for its term.

//

**ARTICLE XXX - REOPENING OF NEGOTIATIONS**

Re-openers for the duration of the Agreement shall be limited to up to five (5) articles for either party.

//


1 **ARTICLE XXXI – TERM OF AGREEMENT**

2 This agreement shall remain in full force and effect up to and including  
3 June 30, 2022 and thereafter shall continue in effect year-by-year unless  
4 one of the parties notifies the other in writing no later than April 30, of its  
5 request to modify, amend or terminate the Agreement.

6  
7 Signed and entered into this 12<sup>th</sup> day of February, 2020.

8  
9  
10 For

11 Selma Unified School District

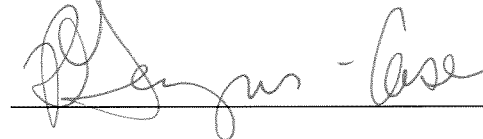
12   
13

14 Tanya A. Fisher, Ed.D.

15 District Superintendent

For

SUTA/CTA/NEA

12   
13

14 Roxanne Garrigus-Case

15 President

16 Selma Unified Teachers Association

17 //

<b>Selma Unified School District Certificated Teacher Evaluation</b>				
<b>Teacher:</b>		<b>Date:</b>		
<b>Grade/Subject:</b>		<b>Time In / Out:</b>		
<b>Department/Site:</b>				
<b>Pre-Evaluation Meeting; discussed the evaluation process with teacher</b>		<b>Date:</b>		
<b>Employment Status</b>		<b>Performance Rating Scale</b>		
<b>Intern</b>		1 = Unsatisfactory; not consistent with standard expectations		
<b>Temporary</b>		2 = Needs Improvement		
<b>Categorical</b>		3 = Satisfactory, Meets Standards		
<b>Probationary I</b>		4 = Exemplary, Exceeds Standards		
<b>Probationary II</b>				
<b>Permanent</b>				
<b>STANDARD 1: Engaging and Supporting All Students' Learning</b>		<b>Overall Standard Rating</b>	<b>###</b>	<b>Components 1 2 3 4</b>
1.1 uses knowledge of students to engage them in learning				
1.2 connects learning to students' prior knowledge, backgrounds, life experiences, and interests.				
1.3 connects subject matter to meaningful, real-life contexts				
1.4 uses a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs.				
1.5 promotes critical thinking through inquiry, problem-solving, and reflection.				
1.6 monitors student learning, and adjusts instruction while teaching.				
<b>Commendations:</b>		<b>Recommendations:</b>		
<b>STANDARD 2: Creating and Maintaining Effective Environments for Student Learning</b>		<b>Overall Standard Rating</b>	<b>###</b>	<b>Components 1 2 3 4</b>
2.1 promotes social development and responsibility within a caring community where each student is treated fairly and respectfully.				
2.2 creates physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students.				
2.3 establishes and maintains learning environments that are physically, intellectually, and emotionally safe.				
2.4 creates a rigorous learning environment with high expectations and appropriate support for all students.				
2.5 develops, communicates, and maintains high standards for individual and group behavior.				
2.6 employs classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn.				
2.7 uses instructional time to optimize learning.				
<b>Commendations:</b>		<b>Recommendations:</b>		
<b>STANDARD 3: Understanding and Organizing Subject Matter for Student Learning</b>		<b>Overall Standard Rating</b>	<b>###</b>	<b>Components 1 2 3 4</b>
3.1 demonstrates knowledge of subject matter academic content standards.				
3.2 applies knowledge of student development and proficiencies to ensure student understanding of subject matter				
3.3 organizes curriculum to facilitate student understanding of the subject matter.				
3.4 utilizes instructional strategies that are appropriate to the subject matter				
3.5 uses and adapts resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students.				
3.6 addresses the needs of English Learners and students with special needs to provide equitable access to the content.				
<b>Commendations:</b>		<b>Recommendations:</b>		

<b>STANDARD 4: Planning Instruction and Designing Learning Experiences For All Students</b>		<b>Overall Standard Rating</b>	<b>###</b>	<b>Components 1 2 3 4</b>
4.1 uses knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction.				
4.2 establishes and articulates goals for student learning.				
4.3 develops and sequences long-term and short-term instructional plans to support student learning				
4.4 plans instruction that incorporates appropriate strategies to meet the learning needs of all students.				
4.5 adapts instructional plans and curricular materials to meet the assessed learning needs of all students.				
<b>Commendations:</b>		<b>Recommendations:</b>		

<b>STANDARD 5: Assessing Students For Learning</b>		<b>Overall Standard Rating</b>	<b>###</b>	<b>Components 1 2 3 4</b>
5.1 applies knowledge of the purposes, characteristics, and uses of different types of assessments.				
5.2 collects and analyzes assessment data from a variety of sources to inform instruction.				
5.3 reviews data, both individually and with colleagues, to monitor student learning.				
5.4 uses assessment data to establish learning goals and to plan, differentiate, and modify instruction.				
5.5 involves all students in self-assessment, goal-setting, and monitoring progress.				
5.6 uses available technologies to assist in assessment, analysis, and communication of student learning.				
5.7 uses assessment information to share timely and comprehensible feedback with students and their families.				
<b>Commendations:</b>		<b>Recommendations:</b>		

<b>STANDARD 6: Professional Expectations</b>				<b>Components YES/NO</b>
6.1 reflects on teaching practice in support of student learning.				
6.2 collaborates with colleagues and the broader professional community to support teacher and student learning.				
6.3 demonstrates professional responsibility, integrity, and ethical conduct.				
6.4 adheres to the rules and regulations of the school and District, including the Collective Bargaining Agreement.				
<b>Commendations:</b>				<b>Recommendations:</b>

<b>Additional Comments:</b>		

**Continuing Employment Recommendations:**

Recommendation for reemployment \_\_\_\_\_

No recommendation for reemployment at this time \_\_\_\_\_

Recommendation for non-reemployment \_\_\_\_\_

Does the employee want to respond to the evaluation (employee initials)? \_\_\_\_ Yes \_\_\_\_ No

<b>Improvement Plan Required</b>		<b>Evaluator must complete an Improvement Plan for all Overall Standard Ratings with a rating of 1 or 2</b>
<b>Referral to PAR Program Required</b>		<b>Second subsequent evaluation with an Overall Standard Rating of (1)-Unsatisfactory. Evaluator shall refer to the District's Peer Assistance and Review Program (PAR) pursuant to E.C. 44500 et.Seq.</b>

*Teacher's Statement: I hereby acknowledge that this evaluation has been discussed with me and that I have been provided a written copy with recommendations where improvement is indicated. I understand that my signature does not necessarily mean that I agree with the evaluation, that this evaluation will be placed into my personnel file ten (10) working days after receipt, and I may submit a relative written response to the evaluation to be permanently attached to this document.*

Teacher's Signature _____	Date _____
Evaluator's Signature _____	Date _____

# APPENDIX A FORM A.2

## Selma Unified School District Instructional Improvement Plan

**Note to Evaluator:** The Instructional Improvement Plan is to be written jointly with the certificated employee when an Overall Standard Rating of “1 - Unsatisfactory” or “2 – Needs Improvement” is noted on Evaluation Form A.1 in any of the Standards 1-5.

Employee:		Assignment:					Date:	
Evaluator:		Implementation Timeline:						
Standard to be addressed:		1	2	3	4	5	Component(s) to be addressed:	
Action Steps and Supports:		Start Date:		Completion Date:		Evidence of Completion:		Completion Status: • Fully accomplished • Partially accomplished • Not accomplished; adjusted timeline
Standard to be addressed:		1	2	3	4	5	Component(s) to be addressed:	
Action Steps and Supports:		Start Date:		Completion Date:		Evidence of Completion:		Completion Status: • Fully accomplished • Partially accomplished • Not accomplished; adjusted timeline

**Employee's Statement:** I hereby acknowledge that I have worked with my evaluator to create this Instructional Improvement Plan. I further acknowledge that this plan includes written action steps for improvement. I understand that my signature denotes receipt of the plan and does not constitute full agreement with the plan. I understand that this plan will be attached to my evaluation and placed in my personnel file ten (10) days after its receipt in the Personnel Office. I understand that I may submit a relative written response to the plan on Form A.3 and have the response permanently attached to this document.

Employee's Signature Distribution: Original, Human Resources Office	Date Copy: Evaluator	Evaluator's Signature Copy: Employee	Date
--	-------------------------	---	------

NAME \_\_\_\_\_

EMPLOYEE EVALUATION RESPONSE TO:

☐ Evaluation

☐ Instructional Improvement Plan

☐ PAR Referral

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Evaluator's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Distribution: White: Personnel   Yellow: Supervisor   Pink: Employee

Selma Unified School District Certificated School Nurse Evaluation			
School Nurse:		Evaluation Date:	
Department/Site:			
Pre-Evaluation Meeting; discussed the evaluation process with the school nurse		Pre-Eval Mtg Date:	
Employment Status		<b>Performance Rating Scale</b>	
Probationary I		1 = Unsatisfactory; not consistent with standard expectations	
Probationary II		2 = Needs Improvement	
Permanent		3 = Satisfactory, Meets Standards	
		4 = Exemplary, Exceeds Standards	
<b>STANDARD 1: Standards of School Nursing Practice</b>		<b>Overall Standard Rating</b>	<b>###</b>
		<b>Components 1 2 3 4</b>	
1.1 <b>Assessment:</b> Collects data pertinent to the student's health or situation.			
1.2 <b>Diagnosis:</b> Utilizes medical records and the nursing process to assist with health issues.			
1.3 <b>Outcomes Identification:</b> Identifies health objectives for individual health care plans.			
1.4 <b>Planning:</b> Provides individual health care plans to assist with plan of treatment.			
1.5 <b>Implementation:</b> Implements and documents the identified plan.			
1.6 <b>Evaluation:</b> Evaluates progress towards attainment of outcomes.			
Commendations:		Recommendations:	
<b>STANDARD 2: Ethics</b>		<b>Overall Standard Rating</b>	<b>###</b>
		<b>Components 1 2 3 4</b>	
2.1 Maintains confidentiality and ethics.			
2.2 Advocates for students' healthcare.			
2.3 Provides students and families with health education to make informed choices.			
Commendations:		Recommendations:	
<b>STANDARD 3: Communication</b>		<b>Overall Standard Rating</b>	<b>###</b>
		<b>Components 1 2 3 4</b>	
3.1 Seeks continuous improvement of own communication and conflict resolution skills.			
3.2 Conveys information regarding health to students, families, and <i>staff</i> in formats that promote understanding.			
3.3 Uses communication as a strategy to achieve nursing goals.			
3.4 Contributes own professional perspective with multidisciplinary team and others.			
Commendations:		Recommendations:	
<b>STANDARD 4: Collaboration</b>		<b>Overall Standard Rating</b>	<b>###</b>
		<b>Components 1 2 3 4</b>	
4.1 Partners with others to effect change and generate positive outcomes through the sharing of knowledge about the student's health.			
4.2 Functions as a liaison between the family, school, and community.			
4.3 Acts as an advocate for the for the student's health.			
4.4 Works collaboratively and maintains cooperative and effective relationships with those contacted in the course of work.			
Commendations:		Recommendations:	
<b>STANDARD 5: Professional Practice Evaluation</b>		<b>Overall Standard Rating</b>	<b>###</b>
		<b>Components 1 2 3 4</b>	
5.1 Provides age- and developmentally-appropriate health care in a culturally and ethically sensitive manner.			
5.2 Engages in self-evaluation on a regular basis, identifying areas of strength and areas in which professional development would be beneficial.			
5.3 Enhances one's own professional nursing practice by networking with peers and colleagues.			
5.4 Demonstrates achievement of goals identified during the evaluation process.			
Commendations:		Recommendations:	

STANDARD 6: Resource Utilization		Overall Standard Rating	###	Components 1 2 3 4
6.1 Assists families, as needed, with community health resources; makes referrals to health agencies.				
6.2 Creates links and partnerships between schools, families, and community health agencies.				
6.3 Assists students, families, and the school community in becoming informed regarding health education, school health services and individualized health interventions.				
Commendations:		Recommendations:		
Additional Comments:				
<b><u>Continuing Employment Recommendations:</u></b>				
Recommendation for reemployment _____				
No recommendation for reemployment at this time _____				
Recommendation for non-reemployment _____				
Does the employee want to respond to the evaluation (employee initials)? ____ Yes ____ No				
Improvement Plan Required		Evaluator must complete an Improvement Plan for all Overall Standard Ratings with a rating of 1 or 2		
Referral to PAR Program Required		Second subsequent evaluation with an Overall Standard Rating of (1)-Unsatisfactory. Evaluator shall refer to the District's Peer Assistance and Review Program (PAR) pursuant to E.C. 44500 et.Seq.		
<i>School Nurse's Statement: I hereby acknowledge that this evaluation has been discussed with me and that I have been provided a written copy with recommendations where improvement is indicated. I understand that my signature does not necessarily mean that I agree with the evaluation, that this evaluation will be placed into my personnel file ten (10) working days after receipt, and I may submit a relative written response to the evaluation to be permanently attached to this document.</i>				
School Nurse's Signature _____		Date _____		
Evaluator's Signature _____		Date _____		

Selma Unified School District Certificated School Psychologist Evaluation			
School Psychologist:		Evaluation Date:	
Department/Site:			
Pre-Evaluation Meeting: discussed the evaluation process with the school psychologist		Pre-Eval Mtg Date:	
Employment Status		Performance Rating Scale	
Probationary I		1 = Unsatisfactory; not consistent with standard expectations	
Probationary II		2 = Needs Improvement	
Permanent		3 = Satisfactory, Meets Standards	
		4 = Exemplary, Exceeds Standards	
STANDARD 1: Services/Collaboration		Overall Standard Rating	### Components 1 2 3 4
1.1 Maintains learning and achievement for all students as a primary focus.			
1.2 Identifies factors that facilitate the development of optimal learning environments.			
1.3 Addresses student mental health issues that impair learning through methods such as direct counseling and indirect consultation.			
1.4 Evaluates service delivery within the context of district protocols and legal mandates.			
1.5 Collaborates with other school team members about service delivery in the best interest of students.			
1.6 Maintains a cooperative relationship with staff and colleagues in the best mutual interest of students.			
1.7 Collaborates with school/district personnel, parents, students, and community members to provide mental health services during and after crises.			
1.8 Self-reflects on the outcomes of the service delivery; modifies service delivery as needed.			
Commendations:		Recommendations:	
STANDARD 2: Assessments/Interventions		Overall Standard Rating	### Components 1 2 3 4
2.1 Uses data to identify academic and behavioral issues.			
2.2 Selects assessment methods and tools that are validated for the area under consideration.			
2.3 Develops intervention strategies that are based upon data.			
2.4 Supports the development and monitoring of goals for students.			
2.5 Supports students by promoting safe, nurturing, and dependable parenting and home interventions.			
Commendations:		Recommendations:	
STANDARD 3: Awareness of External Influences		Overall Standard Rating	### Components 1 2 3 4
3.1 Incorporates understanding of culture, background, and individual learning characteristics when working with students.			
3.2 Promotes practices that help children of all backgrounds feel welcome and appreciated in the school and community.			
3.3 Uses knowledge of development, learning, family, and school systems to promote the development of holistic policies.			
Commendations:		Recommendations:	
STANDARD 4: Family Engagement/Community Resources		Overall Standard Rating	### Components 1 2 3 4
4.1 Assists in fostering an understanding regarding the influence of family involvement on student achievement.			
4.2 Maintains knowledge of community agencies, and helps coordinate services to support student needs.			
4.3 Disseminates information in a variety of contexts to support student development.			
Commendations:		Recommendations:	

<b>Additional Comments:</b>		
<b><u>Continuing Employment Recommendations:</u></b>		
<b>Recommendation for reemployment</b> _____		
<b>No recommendation for reemployment at this time</b> _____		
<b>Recommendation for non-reemployment</b> _____		
<b>Does the employee want to respond to the evaluation (employee initials)?</b> ____Yes ____No		
<b>Improvement Plan Required</b>		Evaluator must complete an Improvement Plan for all Overall Standard Ratings with a rating of 1 or 2
<b>Referral to PAR Program Required</b>		Second subsequent evaluation with an Overall Standard Rating of (1)-Unsatisfactory. Evaluator shall refer to the District's Peer Assistance and Review Program (PAR) pursuant to E.C. 44500 et.Seq.
<i>School Psychologist's Statement: I hereby acknowledge that this evaluation has been discussed with me and that I have been provided a written copy with recommendations where improvement is indicated. I understand that my signature does not necessarily mean that I agree with the evaluation, that this evaluation will be placed into my personnel file ten (10) working days after receipt, and I may submit a relative written response to the evaluation to be permanently attached to this document.</i>		
Employee's Signature _____		Date _____
Evaluator's Signature _____		Date _____
Rev: 6/4/18		

Selma Unified School District Certificated Speech Language Pathologist Evaluation				
Speech Language Pathologist:		Evaluation Date:		
Department/Site:				
Pre-Evaluation Meeting: discussed the evaluation process with the speech language pathologist			Pre-Eval Mtg Date:	
Employment Status		Performance Rating Scale		
Probationary I		1 = Unsatisfactory; not consistent with standard expectations		
Probationary II		2 = Needs Improvement		
Permanent		3 = Satisfactory, Meets Standards		
		4 = Exemplary, Exceeds Standards		
STANDARD 1: Assessment and Evaluation		Overall Standard Rating	###	Components 1 2 3 4
1.1 Conducts screenings, as appropriate.				
1.2 Collects case history information and integrates information from applicable sources.				
1.3 Selects and administers appropriate evaluation procedures, such as behavioral observations, nonstandardized and standardized tests, and instrumental procedures.				
1.4 Selects, administers, and adapts evaluation procedures to meet students' needs.				
1.5 Interprets, integrates, and synthesizes all information to develop diagnoses; makes appropriate recommendations for speech therapy.				
1.6 Completes administrative and reporting functions necessary to support evaluation (i.e. parental notifications, assessment plans, etc.).				
1.7 Identifies and refers students for appropriate services.				
Commendations:		Recommendations:		
STANDARD 2: Speech Therapy		Overall Standard Rating	###	Components 1 2 3 4
2.1 Develops setting-appropriate speech therapy plans with measurable and achievable goals that meet students' needs.				
2.2 Collaborates with IEP team members in the planning process.				
2.3 Implements speech therapy services.				
2.4 Selects and uses appropriate materials for speech therapy.				
2.5 Measures and evaluates students' performance and progress.				
2.6 Modifies speech therapy plans, strategies, materials, and/or instrumentation as appropriate to meet students' needs.				
2.7 Completes administrative and reporting functions necessary to support speech therapy (i.e. IEP goals, progress reports, MAA billing, etc.)				
Commendations:		Recommendations:		
STANDARD 3: Ethics		Overall Standard Rating	###	Components 1 2 3 4
3.1 Maintains responsibility for the welfare of the students who are served in a speech therapy setting.				
3.2 Maintains professional competence and performance.				
3.3 Provides accurate information involving any aspect of the profession.				
3.4 Maintains inter- and intra-professional relationships.				
3.5 Adheres to rules and regulations of the District.				
3.6 Adheres to Special Education compliance areas, rules, regulations, and laws, i.e. maintains licensure requirements.				
Commendations:		Recommendations:		
STANDARD 4: Interaction and Personal Qualities		Overall Standard Rating	###	Components 1 2 3 4
4.1 Communicates effectively, recognizing the needs, values, preferred mode of communication, and cultural/linguistic background of the student, family, caregivers, and relevant others.				
4.2 Collaborates with other professionals in case management.				
4.3 Works collaboratively and maintains cooperative and effective relationships with those contacted in the course of work.				
Commendations:		Recommendations:		

<b>Additional Comments:</b>		
<b><u>Continuing Employment Recommendations:</u></b>		
<b>Recommendation for reemployment</b> _____		
<b>No recommendation for reemployment at this time</b> _____		
<b>Recommendation for non-reemployment</b> _____		
<b>Does the employee want to respond to the evaluation (employee initials)?</b> ____Yes ____No		
<b>Improvement Plan Required</b>		Evaluator must complete an Improvement Plan for all Overall Standard Ratings with a rating of 1 or 2
<b>Referral to PAR Program Required</b>		Second subsequent evaluation with an Overall Standard Rating of (1)-Unsatisfactory. Evaluator shall refer to the District's Peer Assistance and Review Program (PAR) pursuant to E.C. 44500 et.Seq.
<i>Speech Language Pathologist's Statement: I hereby acknowledge that this evaluation has been discussed with me and that I have been provided a written copy with recommendations where improvement is indicated. I understand that my signature does not necessarily mean that I agree with the evaluation, that this evaluation will be placed into my personnel file ten (10) working days after receipt, and I may submit a relative written response to the evaluation to be permanently attached to this document.</i>		
Employee's Signature		Date _____
Evaluator's Signature		Date _____

The following is a list of supplemental evaluation forms. Hard and/or electronic copies of these forms are available from the Human Resources Division. The SUTA Executive Team members and Site Representatives have the evaluation forms in an addendum to the Collective Bargaining Agreement.

1	Academic Decathlon
2	Activities Director, Middle School
3	Ag Instructor
4	Athletic Coach, Assistant
5	Athletic Coach, Head
6	Athletic Director, Middle School
7	Auxiliary Band
8	AVID Coordinator
9	Band Director
10	Band Director, Jazz Band
11	Cheer Advisor
12	Cheer Coach
13	Class Advisor: Head and Assistant
14	Department Chair
15	Drama Advisor
16	Family, Career, Community Leaders/America Advisor (FCCLA; was Future Homemakers/America)
17	Future Farmers of America Advisor (FFA)
18	History Day Advisor
19	Induction/PAR Teacher Selection Committee
20	Leadership Team/Student Council Advisor (Elementary)
21	Lifeguard
22	Link Crew: Coordinator and Assistant
23	MCJROTC Instructor (Marine Corps Junior Reserve Officers' Training Corps)
24	MESA Advisor (Mathematics, Engineering, Science, Achievement)
25	Mexican Dance Instructor: Head and Assistant
26	Newspaper Advisor
27	Oral Interpretation/Spelling Bee Coordinator
28	Robotics Advisor
29	Science Fair Advisor
30	Scorekeeper
31	Site Technology Specialist
32	Student Council: Head and Assistant Advisors (Secondary)
33	Supervising School Psychologist
34	Supervising Speech Language Pathologist
35	Teacher, Adult and Summer School
36	Teacher, Mentor (Induction) Teacher, Consulting (PAR)
37	Teacher, Tutorial and Home Hospital
38	Visual and Performing Arts (VAPA) Liaison
39	Vocal Music Instructor (Elementary)
40	Vocal Music Instructor (Secondary)
41	Yearbook Advisor

**SELMA UNIFIED SCHOOL DISTRICT  
PROPOSED 2019-2020 CERTIFICATED SALARY SCHEDULE**

<b>CLASS</b>	<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>	<b>V</b>	<b>VI</b>
	<b>BA</b>	<b>BA + 30</b>	<b>BA + 45</b>	<b>BA + 60</b>	<b>BA + 75</b>	<b>MA + 75</b>
Step 1	53,599	56,284	56,285	57,347	60,046	62,880
Step 2		56,285	56,492	59,152	61,943	64,859
Step 3		56,285	58,217	60,960	63,836	66,837
Step 4		57,243	59,939	62,765	65,722	68,825
Step 5		58,895	61,666	64,579	67,742	70,802
Step 6		62,921	65,888	68,995	72,242	75,647
Step 7		64,639	67,685	70,873	74,215	77,709
Step 8		66,352	69,477	72,752	76,179	79,767
Step 9		68,061	71,273	74,628	78,148	81,825
Step 10		69,779	73,066	76,505	80,114	83,888
Step 11		69,779	74,858	78,386	82,076	85,950
Step 12		69,779	74,858	80,265	84,109	88,005
Step 13		69,779	74,858	80,265	86,150	90,062
Step 14		69,779	74,858	80,265	88,303	92,122
Step 15		69,779	74,858	80,265	90,514	94,232
Step 16		69,779	74,858	80,265	91,556	95,317
Step 17		69,779	74,858	80,265	92,610	96,415
Step 18		69,779	74,858	80,265	93,676	97,524

**PROPOSED 2019-20 PSYCHOLOGIST SALARY SCHEDULE**

1	2	3
80,468	84,259	86,080

1. Effective 1999-2000, Class I was reinstated for teachers who possess an intern or pre-intern permit.
2. \$1,000 per year for earned Masters Degree for Classes II, III and IV.
3. \$2,000 per year for full time Spec. Ed. and School Nurse assignments, prorated for part-time contracts.
4. Longevity stipend for completed years of full year service with the District:
  - a. Years 21 through 25: \$2,000 per year.
  - b. Years 26 through 30: \$2,500 per year.
  - c. Years 31 and above: \$3,000 per year.
5. Steps 16, 17 & 18 have been added to Columns V & VI, effective July 1, 2016.
6. Includes 185 duty days (195 for Psychologists).
7. District contribution for medical, dental and vision insurance: \$14,800
8. Most recent Cost of Living adjustment added to all steps 1-18, effective July 1, 2019 for 19-20: 2.48%

Ratified by the Selma Unified Teachers Association: February 24, 2020

Approved by the Board of Trustees: February 25, 2020

Effective Date: July 1, 2019

Revision Dates: February 25, 2020

HIGH SCHOOL ATHLETICS	#	EXTRA DUTY PAY	HIGH SCHOOL CO-/EXTRA-CURRICULAR	#	EXTRA DUTY PAY	First consideration and right of refusal of all extra duty assignments shall be granted to the District's qualified, certificated staff. Extra duty compensation is recognized as a nominal amount for services rendered and shall be paid for work that extends beyond the contractual duty day, including preparation periods. Following the completion of the extra duty assignment, unit members shall complete supplemental time sheets, and submit them to the immediate supervisor for approval in order to receive extra duty pay.	
Baseball			Academic Decathlon				
Head Varsity	1	\$4,158	Head Coach	1	\$1,831		
Asst. Varsity	1	\$2,615	Asst. Coaches	7	\$1,046		
Head JV	1	\$2,615	Activities Director	1	\$5,387	Waiver, Class Size 7th-12th: Col. VI, Step 15, ÷ 185, ÷ 32, ÷ 5, x # of students over class size, x number of student days teacher exceeds 32	
Asst. JV	1	\$2,092	Ag. Instructor, each	3	7% of base		
Basketball (Girls'/Boys')			Athletic Director	1	\$5,387		
Head Varsity	2	\$4,158	Auxiliary/Percussion, 7-12	10	\$18.90/hr		
Asst. Varsity	2	\$2,615	AVID Coordinator	1	\$2,093	Cancelled Sports: a hired coach whose sport is cancelled can be utilized in another sport/level for the stipend amount of the cancelled sport.	
Head JV	2	\$2,615	Band Director	2	\$3,138		
Head Freshman	2	\$2,615	Band Director, Jazz Band	1	\$1,674		
Cross Country			Cheer Advisor	1	\$5,136		
Head Varsity	1	\$3,138	Cheer Coach	1	\$2,824	Post-Season Athletic Pay: In the event an individual athlete or athletic team advances to post-season playoffs, the coach or coaches of that sport will, upon prior district approval, receive an additional 10% of their regular Schedule "C" coaching pay for each full week, not to exceed six (6) weeks beyond the regular season.	
Asst. Varsity	1	\$2,615	Class Advisors				
Diving/Asst. Swimming			Head Senior Class	1	\$1,046		
Head Varsity	1	\$3,138	Asst. Senior Class	1	\$523		
Football			Head Junior Class	1	\$968	Summer Work at SHS: Activities/Athletic Directors (1 each): 10% of base for (1) summer month; Ag Instructors (3): 7% of base for each of (2) summer months; MCJROTC Instructors (2): 10% of base for each of (2) summer months	
Head Varsity	1	\$5,440	Asst. Junior Class	2	\$523		
Asst. Varsity	4	\$2,824	Head Sophomore Class	1	\$915		
Head JV	1	\$2,824	Asst. Sophomore Class	1	\$523		
Asst. JV	3	\$2,719	Head Freshman Class	1	\$915	Selection Criteria for coaches/advisors whose students advance to county, state, and/or national levels in individual competitions or academic teams: 1. Certificated employee of SUSD 2. Willingness to chaperone all students 3. Available to attend county, state, and national competitions if they want to chaperone at that level 4. Coach whose student(s) progress to county level, who continues to coach student(s) and attends the competition: (5) additional hours @ \$41.38/hr. 5. State/national competitions, student/adult ratio = 10:1 6. Selection by lottery if 2+ chaperones meet the criteria 7. (5) additional hours, \$41.38/hr for coaching, attendance, and supervision at each state/national competition 8. Chaperone's travel expenses shall be paid/reimbursed by the District including transportation, lodging, and meals.	
Head Freshman	1	\$2,771	Asst. Freshman Class	1	\$523		
Asst. Freshman	2	\$2,092	Department Chairs	9	\$2,092		
Golf (Girls'/Boys')			Drama Advisor w/production	1	\$2,040		
Head Varsity	2	\$3,138	FFA Advisor	3	\$3,870	Nondiscrimination in Employment: The Selma Unified School District is committed to equal opportunity for all individuals in education. District programs, activities, and practices shall be free from unlawful discrimination, including discrimination against an individual or group based on race, color, ancestry, nationality, national origin, ethnic group identification, age, religion, marital, pregnancy, or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.	
Head JV	1	\$2,615	FHA Advisor	1	\$784		
Soccer (Girls'/Boys')			History Day Advisor	1	\$523		
Head Varsity	2	\$3,138	Link Crew				
Asst. Varsity	2	\$2,615	Coordinator	1	\$2,093		
Head JV	2	\$2,615	Asst. Coordinators	4	\$1,046		
Softball			MCJROTC	2	10% of base		
Head Varsity	1	\$4,158	Instructors	2	\$6,798		
Asst. Varsity	1	\$2,615	Ceremonial Comm. Serv	2	\$2,353		
Head JV	1	\$2,615	MESA Advisor	1	\$523		
Asst. JV	1	\$2,092	Mexican Dance				
Swimming			Head Instructor	1	\$2,510		
Head Varsity	1	\$3,138	Asst. Instructor	1	\$2,196		
Head JV	1	\$2,615	Newspaper	1	\$2,092		
Tennis (Girls'/Boys')			Robotics Advisor	1	\$523		
Head Varsity	2	\$3,138	Science Fair Advisor	1	\$523		
Head JV	2	\$2,615	Site Technology Specialist	1	\$2,510		
Track (Girls'/Boys')			Student Council Advisor				
Head Varsity	2	\$3,138	Head Advisor	1	\$1,046		
Asst. Varsity	2	\$2,615	Asst. Advisor	1	\$784		
Head JV	1	\$2,615	Vocal Music Instructor	1	\$1,831		
Volleyball			Yearbook Advisor	1	\$1,831		
Head Varsity	1	\$3,138	Nondiscrimination in Employment: The Selma Unified School District is committed to equal opportunity for all individuals in education. District programs, activities, and practices shall be free from unlawful discrimination, including discrimination against an individual or group based on race, color, ancestry, nationality, national origin, ethnic group identification, age, religion, marital, pregnancy, or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.				
Asst. Varsity	1	\$2,615					
Head JV	1	\$2,615					
Head Freshman	1	\$2,615					
Water Polo (Girls'/Boys')							
Head Varsity	2	\$3,138					
Head JV	2	\$2,615					
Wrestling (Girls'/Boys')							
Head Varsity	2	\$5,440					
Asst. Varsity (Boys')	1	\$2,824					
Head JV	2	\$2,824					

MIDDLE SCHOOL & ALTERNATIVE ED ATHLETICS	#	EXTRA DUTY PAY	ELEMENTARY ATHLETICS, CO-/EXTRA CURRICULAR	#	EXTRA DUTY PAY	First consideration and right of refusal of all extra duty assignments shall be granted to the District's qualified, certificated staff. Extra duty compensation is recognized as a nominal amount for services rendered and shall be paid for work that extends beyond the contractual duty day, including preparation periods. Following the completion of the extra duty assignment, unit members shall complete supplemental time sheets, and submit them to the immediate supervisor for approval in order to receive extra duty pay.	
Baseball			Athletic Coaches, per site with competitive teams: 1 football, 1 volleyball, 2 basketball, 2 track, 2 softball, 2 soccer	70	\$680		
Head (1 ALMS)	1	\$1,438					
Asst. (1 ALMS)	1	\$1,046					
Basketball (Girls'/Boys')							
Head (4 ALMS; 2 Heart.)	6	\$1,438	Band Director	2	\$680		
Asst. (2 ALMS)	2	\$1,046	Drama Advisor w/production	8	\$523		
Cross Country			History Day Advisor	7	\$523		
Head (ALMS)	1	\$1,438	Leadership, Student Council	7	\$784		
Asst. (ALMS)	1	\$1,046	Mexican Dance, 10-months	8	\$654		
Football			Newspaper, 10 Vol/Year	7	\$654		
Head (2 ALMS; 1 Heart.)	3	\$1,438	Oral Interpretation (Peach Blossom) Coordinator	8	\$393	Waiver, Class Size, TK-3rd: Col. VI, Step 15, ÷ 185, ÷ 30, x # of students over class size, x number of student days teacher exceeds 30	
Asst. (6 ALMS, 1 Heart)	7	\$1,046					
Mushball			Outdoor Education (direct, evening supervision, per night)	7	\$150		
Head (Heartland)	1	\$1,438					
Asst. (1 Heart)	1	\$1,046	Robotics Advisor	8	\$523	Waiver, Class Size, 4th-6th: Col. VI, Step 15, ÷ 185, ÷ 32, x # of students over class size, x number of student days teacher exceeds 32	
Soccer			Science Fair Advisor	7	\$523		
Head (2 ALMS)	2	\$1,438	Site Technology Specialist	8	\$2,510		
Head (1 Heart; 1/2 season)	1	\$719	Spelling Bee Coordinators	7	\$393		
Asst. (2 ALMS)	2	\$1,046	Vocal Music, 10-months	7	\$654	Waiver, Class Size 7th-12th: Col. VI, Step 15, ÷ 185 ÷ 32 ÷ 5 x # of students over class size, x number of student days teacher exceeds 32	
Softball			Vocal Music, Songfest	7	\$393		
Head (2 ALMS)	2	\$1,438	Yearbook Advisor	7	\$784		
Asst. (2 ALMS)	2	\$1,046					
Swimming			EXTRA DUTY TEACHING	#	EXTRA DUTY PAY	Cancelled Sports: a hired coach whose sport is cancelled can be utilized in another sport/level for the stipend amount of the cancelled sport.	
Head (ALMS)	1	\$1,438					
Asst. (ALMS)	1	\$1,046					
Tennis			Adult School		\$41.38/hr		
Head (ALMS)	2	\$1,438	After School Tutorial		\$41.38/hr		
Track			Home Hospital Teacher		\$41.38/hr		
Head (ALMS)	2	\$1,438	Induction Mentors, per PT, max 2 PTs		\$2,552	Post-Season Athletic Pay: In the event an individual athlete or athletic team advances to post-season playoffs, the coach or coaches of that sport will, upon prior district approval, receive an additional 10% of their regular Schedule "C" coaching pay for each full week, not to exceed six (6) weeks beyond the regular season.	
Asst. (ALMS)	1	\$1,046					
Volleyball			Induction/PAR Teacher		\$106/mtg; \$1,060 max.		
Head (2 ALMS; 1 Heart.)	3	\$1,438	Selection Committee				
Asst. (2 ALMS, 1 Heart)	3	\$1,046	Substitute During Prep		\$41.38/hr		
Wrestling			Summer School Teacher 5.5 hour day and a .5 hour duty-free lunch		.7857 x daily rate x # of days worked		
Head (2 ALMS)	2	\$1,438					
Asst. (1 ALMS)	1	\$1,046					
MIDDLE SCHOOL & ALTERNATIVE ED CO-/EXTRA CURRICULAR	#	EXTRA DUTY PAY	Supervising Psychs/SLPs (Internships for School Psych; CYF and SLPAs for SLPs)		\$2,552		
Activities Director	1	\$4,800	VAPA Liaison	1	\$2,552		See previous page for advancement to county/state/national academic competitions
Athletic Director, ALMS	1	\$4,800	Writing Sample Scoring		\$41.38/hr		
Athletic Director, Heartland	1	\$1,200	EXTRA DUTY NON-TEACHING	#	EXTRA DUTY PAY		
AVID Coordinator	1	\$1,883					
Band Director	2	\$1,308	Lifeguard		\$18.90/hr		
Band Director, Jazz Band	1	\$654	Scorekeepers		\$18.90/hr		
Depart Chairs 7 ALMS 2 Heart	9	\$1,883	Supervision Beyond Work Hours		\$18.90/hr		
Drama Adv ALMS w/prod	1	\$1,046					
History Day Advisor	1	\$523					
MESA Advisor	1	\$523	Nondiscrimination in Employment: The Selma Unified School District is committed to equal opportunity for all individuals in education. District programs, activities, and practices shall be free from unlawful discrimination, including discrimination against an individual or group based on race, color, ancestry, nationality, national origin, ethnic group identification, age, religion, marital, pregnancy, or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.				
Mexican Dance	1	\$654					
Newspaper-1 ALMS; 2 Hrt.	3	\$654					
Robotics Advisor	1	\$523					
Science Fair Advisor	1	\$523					
Site Technology Spec ialist (ALMS, Heart, ISP)	3	\$2,510					
Vocal Music Instructor	1	\$654					
Yearbook Advisor	1	\$1,308					

**SITE COMMITTEE FOR PROBLEM RESOLUTION (SCPR)**  
**DISTRICT COMMITTEE FOR PROBLEM RESOLUTION (DCPR)**  
**(District/SUTA Problem Resolution Process)**

**Process Description:**

1. Site Committee for Problem Resolution (SCPR)
  - A. Committee Members
    1. At least one (1) member per fifteen site unit members or portion thereof with not less than two (2) per site, plus one (1) SUTA building representative;
    2. Unit member representatives are to be SUTA bargaining unit members;
    3. The site principal and designated administrators
  - B. Scheduled SCPR Meetings
    1. Monthly SCPR meetings shall be scheduled at a mutually agreeable time not later than a week prior to DCPR meetings, excluding the months of August, December, and June.
    2. SCPR meetings shall be scheduled after school, the last two periods of the day, or a half-day, depending on availability of substitutes and length of agenda
    3. SCPR meetings shall be cancelled if no items are agendaized within twenty-four (24) hours of the meeting; the site principal shall notify all committee members, the SUTA President, the Asst. Superintendent of Human Resources, and cancel substitutes, if pertinent.
  - C. The SCPR Agenda
    1. Issues and concerns must be discussed with the principal personally, in a staff meeting, or through a SUTA site representative before bringing an issue to SCPR. The site principal shall be given a minimum of three (3) full school days in which to address the issue before placing the item on the SCPR agenda.
    2. An itemized agenda shall be created, shared, and finalized by SCPR committee members no later than twenty-four (24) hours in advance of the scheduled meeting.
    3. Agenda items may be brought by:

- a. SCPR committee members on behalf of individuals, small groups, or total staff;
- b. Principal and other site administrators

D. Purpose of SCPR

1. Discuss/resolve total staff, small group, or individual concerns jointly and collaboratively.

E. SCPR Minutes

1. An SCPR committee member shall be designated to keep minutes of discussion and/or decision; allow all SCPR participants to review/revise minutes prior to schoolwide distribution. The designated secretary shall distribute the minutes to site certificated staff, the SUTA President, and the Asst. Superintendent of Human Resources.
2. Advise individual, small groups, or total staff of SCPR/Principal decisions.
3. If no resolution is attained, total staff, small groups, or individual may refer concern to the District Committee for Problem Resolution (DCPR).
4. An issue must be discussed at SCPR prior to being referred to DCPR.
  - a. Minutes must reflect that the item was discussed and the proposed resolution to the concern.
  - b. On occasion, an issue may arise that is districtwide in nature, impacts multiple sites or the entire district, and cannot be resolved at an individual site. In those instances, the SUTA President may bypass the SCPR process and move the issue directly to DCPR.
  - c. The Superintendent or his/her designee and the SUTA President shall discuss any item that bypasses SCPR.

F. Elections

1. Elections are to be held before June 1st
2. Each SCPR is in charge of that school's election
3. All certificated employees at a school may vote

## 2. District Committee for Problem Resolution (DCPR)

## A. Committee Members

<b>Administration – 6 Members</b>	<b>Certificated Employees – 6 Members</b> (to be SUTA members)
Superintendent	SUTA President
Assistant Superintendent, Business/Support Services	Primary Certificated Employee
Assistant Superintendent, Human Resources	Intermediate Certificated Employee
Elementary Principal	Middle School Certificated Employee
Middle School Principal	High School Certificated Employee
High School Principal	Member at Large

DCPR Committee Members' names shall be given to the Superintendent or his/her designee annually by August 31<sup>st</sup>.

## B. DCPR Agenda Items

1. Agenda items may be brought by:
  - a. Superintendent/Assistant Superintendent
  - b. SUTA President
  - c. SCPR, after referral to Association President
  - d. Individuals appealing site decision, after referral to Association President
2. SUTA President and Superintendent/Assistant Superintendents will set the agenda
3. Frequency/Time of meetings
  - a. Monthly, except for August, December, and June

## C. DCPR Minutes

A DCPR committee member shall be designated to take and distribute the meeting minutes to certificated and administrative staff after review, revision, and consensus on the content of the minutes has been reached.

**CERTIFICATED  
SELMA UNIFIED SCHOOL DISTRICT  
GRIEVANCE FORM – LEVEL 1**

Employee Name: \_\_\_\_\_

Original

- Immediate Supervisor

Copy 2

- Return to Grievant

Copy 3

- Superintendent or Designee

Work Location: \_\_\_\_\_

Copy 4

- Association

Copy 5

- Grievant Retains

**LEVEL 1**

Submission of Grievance: All portions of this section must be completed by the grievant.

Specific contract violation alleged (cite article & section): \_\_\_\_\_

Statement of Grievance (additional sheets may be attached): \_\_\_\_\_

Was this discussed in an informal conference? \_\_\_\_\_

Remedy Requested: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

Upon completion of this section, grievant shall present original and copies #2, #3, and #4 to his/her immediate supervisor. Copy #5 should be retained by grievant.

-----  
Immediate Supervisor's Response (additional sheets may be attached): \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

Upon completion of this section, the immediate supervisor shall retain original, present copy #2 to grievant, forward copy #3 to Superintendent, and forward copy #4 to the Association.

**CERTIFICATED  
SELMA UNIFIED SCHOOL DISTRICT  
GRIEVANCE FORM – LEVEL 2**

Employee Name: \_\_\_\_\_

Original - Superintendent or Designee

Copy 2 - Return to Grievant

Copy 3 - Immediate Supervisor

Work Location: \_\_\_\_\_

Copy 4 - Association

Copy 5 - Grievant Retains

**LEVEL 2**

Appeal to Superintendent  
or his/her Designee:

All portions of this section must be completed by the grievant. Copy #2 of completed Grievance Form – Level #1 must be attached.

Article alleged to have been violated and remedy sought are as stated in Level 1.

Reason for appeal (additional sheets may be attached) :

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\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

Upon completion of this section, grievant shall present original and copies #2, #3, and #4 to the Superintendent or his/her designee. Copy #5 should be retained by grievant.

Response of Superintendent or Designee ( additional sheets may be attached) \_\_\_\_\_

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\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

Upon completion of this section, Superintendent/Designee shall retain original, submit copy #2 to grievant, submit copy #3 to grievant's immediate supervisor, and submit copy #4 to the Association.

**CERTIFICATED**  
**SELMA UNIFIED SCHOOL DISTRICT**  
**GRIEVANCE FORM – LEVEL 3**

Employee Name: \_\_\_\_\_

Original - Superintendent or Designee

Copy 2 - Return to Grievant

Copy 3 - Immediate Supervisor

Work Location: \_\_\_\_\_

Copy 4 - Association

Copy 5 - Grievant Retains

**LEVEL 3-MEDIATION**

Request for Mediation:

This section must be completed by the grievant. Supervisor's informal response must be attached; Copy #2 of completed grievance forms, Level 1 and Level 2, must be attached.

I hereby request that a mediator be secured to consider the grievance outlined on the attachments.

\_\_\_\_\_  
Date\_\_\_\_\_  
Signature

Upon completion of this section the grievant shall present the original and copies #2 and #3, with all attachments, to the Superintendent or Designee. Copy #4 should be sent to the Association. Copy #5 should be retained by the grievant.

Check one of the boxes below:

☐

No agreement reached in mediation.

☐

Agreement reached in mediation.

Four copies of the agreed upon mediation resolution(s) shall be prepared. The original shall be attached to the original copy of this form, one copy shall be attached to copy #2 and returned to the grievant, one copy shall be attached to copy #3 and sent to the immediate supervisor, and one copy shall be sent to the Association.

\_\_\_\_\_  
Date of Mediation\_\_\_\_\_  
Date of Submission of Mediation  
Resolutions

**CERTIFICATED  
SELMA UNIFIED SCHOOL DISTRICT  
GRIEVANCE FORM – LEVEL 4**

Employee Name: \_\_\_\_\_

Original - Superintendent or Designee

Copy 2 - Return to Grievant

Copy 3 - Immediate Supervisor

Copy 4 - Association

Copy 5 - Grievant Retains

Work Location: \_\_\_\_\_

**LEVEL 4-ARBITRATION**

Request for Arbitration:

This section must be completed by the grievant.

Copy #2 of completed grievance forms, Levels 1-3, must be attached.

I hereby request that an arbitrator be secured to consider the grievance outlined on the attachments.

☐

I understand that arbitration is binding (please initial).

\_\_\_\_\_  
Date\_\_\_\_\_  
Signature

Upon completion of this section, the grievant shall present the original and copies #2 and #3, with all attachments, to the Superintendent or Designee. Copy #4 should be sent to the Association. Copy #5 should be retained by the grievant.

SUTA's Decision Regarding Request for Arbitration:\_\_\_\_\_ SUTA **will** submit the grievance to arbitration.\_\_\_\_\_ SUTA **will not** submit the grievance to arbitration.\_\_\_\_\_  
Date\_\_\_\_\_  
Signature of SUTA President or Designee

Upon completion of this section, the Association shall inform the grievant and the Superintendent or Designee of the decision regarding arbitration.

Report of Arbitrator:

Four copies of the Arbitrator's decision shall be prepared. The original shall be attached to the original copy of this form, one copy shall be attached to copy #2 and returned to the grievant, one copy shall be attached to copy #3 and sent to the immediate supervisor, and one copy shall be sent to the Association.

\_\_\_\_\_  
Date of Arbitration Hearing\_\_\_\_\_  
Date of Submission of Arbitration Report

### Summer/Adult School Hiring Criteria Matrix

Criteria	Points
1. Credential in subject area for which unit member is applying --- <b>3 Points</b>	
2. Bilingual or bicultural credential (if applying for Migrant Summer School Program) --- <b>3 Points</b>	
3. Supplemental or add-on credential in subject area for which unit member is applying --- <b>1 Point</b>	
4. Administrative credential --- <b>1 Point</b>	
5. Past summer or adult school teaching experience (1 point per year up to 10 – partial points allotted for partial summer or adult school assignments) --- <b>1 Point per full session (0.5 for half session – not to exceed 10 total points)</b>	
6. District seniority (1 point per full year of service credit, defined by education code as 75% of the instructional year) --- <b>1 Point per full year of service credit</b>	
7. Past teaching experience in the subject matter, specific course, and/or grade span for which unit member is applying (1 point per full year of service credit, as defined prior; “subject matter” is defined as a content area and is also course specific, i.e. the content area is Social Science course specificity is world history; grade span is defined as TK-2 <sup>nd</sup> , 3 <sup>rd</sup> -4 <sup>th</sup> , and 5 <sup>th</sup> -6 <sup>th</sup> grades). Teachers on special on assignment shall be granted year for year credit for teaching experience that pertains to the summer/adult school program for which they apply --- <b>1 Point per year of service credit in subject matter</b>	
8. Educational Training: Master’s degree or higher additional certification above and beyond general teaching requirements and recognized by the CTC as it applies to the position for which the unit member is applying (i.e. Reading Specialist Certification, National Board Certification, etc.) --- <b>1 Point Each</b>	
9. Summer School Session: Secondary Level --- <b>1 point for each 3-week session;</b> Elementary level --- <b>1 point for full session</b>	
<b>Total Points</b>	