

# **Collective Bargaining Agreement**

Between The

**Scotts Valley Unified School District**

And The

**Scotts Valley Education Association, CTA/NEA**

July 1, 2022 to June 30, 2024

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Between The

**Scotts Valley Unified School District**

And The

**Scotts Valley Education Association, CTA/NEA**


2023-2024

The following provisions are agreed upon by each of the undersigned parties. This Agreement will be in effect on a continuous basis, unless otherwise stipulated in the Agreement, or modified in further negotiations.

  
\_\_\_\_\_  
Tanya Krause, SVUSD  
Superintendent

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
John Magliato, SVEA  
Lead Negotiator

  
\_\_\_\_\_  
Date

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## **SCOTTS VALLEY UNIFIED SCHOOL DISTRICT**

### District Resolution of Recognition

**WHEREAS**, Section 3540, et seq., of the Government Code, Title 1, Division 4, Chapter 10.7 ("Rodda Act") provides that the public school employer may voluntarily recognize an employee organization as the exclusive representative of an appropriate unit of employees; and

**WHEREAS**, the **SCOTTS VALLEY EDUCATION ASSOCIATION**, affiliated with the California Teachers Association, has requested recognition pursuant to the provisions of the "Rodda Act" and has complied with the appropriate sections of the Rules and Regulations of the Educational Employment Relations Board;

The **SCOTTS VALLEY UNIFIED SCHOOL DISTRICT** Board of Trustees hereby grants exclusive recognition to the **SCOTTS VALLEY EDUCATION ASSOCIATION** for the employees in the representation unit, which is comprised of the following positions:

1. Regular Classroom Teachers
2. Specialist Teachers
3. Counselors/Psychologists/Nurse
4. Librarians
5. Program Specialist
6. Speech Therapists/Adaptive Physical Education
7. Any certificated position, employed by contract, not designated by the Board of Trustees as Management, Supervisory, or Confidential, and which is not represented in another recognized or certified unit, may become a member of this unit; and excluding the following positions:

1. Superintendent
2. Directors of Curriculum, Instruction, and Assessment; Human Resources; Student Services; Special Education
3. Elementary School Principals
4. Middle School Principals
5. High School Principals
6. Assistant Principals
7. Substitute Teachers
8. Hourly Teachers

## **ARTICLE 1. AGREEMENT**

- 1.1 **THIS AGREEMENT** was made and entered into on the 24th day of May, 2022, by and between the SCOTTS VALLEY UNIFIED SCHOOL DISTRICT (hereinafter referred to as "District") and the SCOTTS VALLEY EDUCATION ASSOCIATION, Chapter of the California Teachers Association, affiliated with the National Education Association (hereinafter referred to as "Association").

## **ARTICLE 2. RECOGNITION**

- 2.1 This Agreement applies only to District employees included in the above representation unit.

## **ARTICLE 3. DISTRICT RIGHTS**

- 3.1 It is understood and agreed that the District retains all of its powers, rights, authority, duties and responsibilities to direct, manage, and control to the full extent of the law.
- 3.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.
- 3.3 The District retains its right to modify or suspend policies, regulations, and practices referred to in this Agreement in the event of an emergency and for its duration, as determined by the Governing Board. An "emergency" includes such events as a natural or man-made disaster, fire, work stoppage, or other serious occurrence, which interferes with the normal operations of the District. In the event that the District declares an emergency, a member of the unit shall have the right to submit the determination as to whether or not an emergency exists to the grievance procedure.
- 3.4 The failure of the District to insist upon strict compliance or performance of any terms and conditions of this Agreement shall not be deemed a waiver of the District's right to require such compliance or performance in the future. In the event the District determines that enforcement of this provision is necessary, it will notify the Association, solicit its assistance in resolving the problem and establishing the timeline for enforcement of the provision, and for communicating its expectations to the members of the unit. The enforcement of any provision pursuant to this paragraph will be uniformly applied throughout the District.

#### **ARTICLE 4. ASSOCIATION RIGHTS**

- 4.1 The Association shall be allowed the use of District facilities for necessary meetings when not otherwise in use. All District policies and procedures regulating the use of facilities shall be followed.
- 4.2 The Association shall have the right to post notices of activities and matters of Association concern on designated bulletin boards, pursuant to District policies.
- 4.3 The Association may use the District inter-school mail service, email and teacher mail boxes for communication to teachers, in conformance with District policies.
- 4.4 Representatives of the Association shall be permitted to transact Association business on school property during non-duty time and not in the presence of students and in conformance with District policies and procedures.
- 4.5 Refer to Article 9.10 for "Leave for Association Officials."

#### **ARTICLE 5. PROCEDURES FOR PROCESSING GRIEVANCE**

##### **5.1 Definitions**

- 5.1.1 A "grievance" is a formal written allegation by a grievant that he/she has been adversely affected by a violation of the specific provisions of this Agreement. Actions to challenge or change the provisions of this Agreement or the policies of the District as set forth in Board Policies and Administrative Regulations; rules and procedures must be undertaken through separate legal processes. Other matters for which a specific method of review is provided by law, by the rules and regulations of the Governing Board or by the Administrative Regulations and procedures of the District are not within the scope of this procedure.
- 5.1.2 A "grievant" is an employee of the District covered by the terms of this Agreement.
- 5.1.3 A "day" is any day in which the grievant is required to work.
- 5.1.4 The "immediate supervisor" is the lowest level administrator having immediate jurisdiction over the grievant who has been designated to adjust grievances.
- 5.1.5 A "conferee" is a person who is not a party to a grievance who is asked by either party to serve as that party's advisor.

## 5.2 Informal Level

- 5.2.1 Before filing a formal written grievance, the grievant shall attempt to resolve it by an informal conference with his/her immediate supervisor.
- 5.2.2 The Association has the right, at the request of the employee, to be involved in the grievance process at the informal level.

## 5.3 Formal Level - Level I

- 5.3.1 Within thirty (30) days after the occurrence of the act or omission giving rise to the grievance, the grievant must present the grievance in writing on the appropriate form (Appendix C) to the immediate supervisor.
- 5.3.2 This statement shall be a clear, concise statement of the grievance, the specific provision of the Agreement alleged to have been violated, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.
- 5.3.3 Within the above time limits, either party may request a personal conference.
- 5.3.4 The immediate supervisor shall communicate his/her decision to the employee in writing within ten (10) days after receiving the grievance. If the immediate supervisor does not respond within the time limits, or the grievant is not satisfied with the result, the grievant may appeal to the next level.

## 5.4 Formal Level - Level II

- 5.4.1 In the event the grievant wishes to appeal the decision at Level I, he/she must do so on the appropriate form to the Superintendent or his/her designee within ten (10) days.
- 5.4.2 This statement shall include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for the appeal.
- 5.4.3 The Superintendent or his/her designee shall communicate his/her decision to the employee in writing within ten (10) days after receiving the grievance. If the Superintendent or his/her designee does not respond within the time limits, the grievant may appeal to the next level.
- 5.4.4 Within the above time limits, either party may request a personal conference.
- 5.4.5 District will notify Association when a grievance reaches Level II.

## 5.5 Formal Level - Level III

- 5.5.1 If the grievant is not satisfied with the decision at Level II, the Association may, within ten (10) days, appeal the decision on the appropriate form to arbitration by notifying the Superintendent or designee.
- 5.5.2 This statement shall include a copy of the original grievance and appeals, the decisions rendered, and a clear, concise statement of the reasons for the appeal.
- 5.5.3 Within ten (10) days after an appeal, an arbitrator shall be mutually appointed.
  - 5.5.3.1 If the District and the Association are unable to agree upon an arbitrator, the California State Conciliation Service will be requested to supply a list of five (5) persons who could serve as a third member. From this list, the non-initiating party to the grievance would proceed by striking one name from the list; each party to the grievance would then so continue alternately until one name remains who would then serve as the third member.
  - 5.5.3.2 The arbitrator shall have available all documents relating to the grievance as filed and any District records that would be helpful in resolving the problem. The arbitrator shall also consider any additional information or documents related to the grievance submitted as evidence by either party.
  - 5.5.3.3 After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall, within thirty (30) days, prepare a written award for submission to all parties, stating the issues submitted to it, the fact determined, and the findings derived therefrom.
  - 5.5.3.4 The award shall be limited to the specific issue or issues contained in the grievance filed. The arbitrator will have no power to add to, subtract from, or modify the terms of this Agreement or the written policies, rules, regulations, and procedures of the District, nor to so recommend. The award shall be binding upon both parties.
  - 5.5.3.5 The costs of the arbitrator shall be borne equally by both sides.
  - 5.5.3.6 Unless the parties mutually agree to share the expense, the cost of the services and expenses of a court reporter shall be paid by the party requesting same. If, however, one of the parties declines to share the expenses of the court reporter and subsequently requests a transcript of the arbitration proceedings or a copy thereof, that party shall be required to reimburse the



other party for one-half (1/2) of the cost of the court reporter's services and expenses.

## 5.6 General Provisions

- 5.6.1 Any party to a grievance may, at any step in the informal or formal level, request one other person to serve as a conferee and to be present during the proceeding.
- 5.6.2 No party shall take any reprisals against any other party because of participation in the grievance procedure.
- 5.6.3 During the pendency of any proceeding, and until a final determination has been reached, all proceedings shall be private and any preliminary disposition shall not be made public without the written agreement of all parties.
- 5.6.4 A decision rendered at any step in these procedures becomes final unless appealed within the time limits specified.
- 5.6.5 If the same complaint or substantially the same complaint is made by more than one employee against one party, only one employee on behalf of himself/herself and the other complainants may process the grievance or complaint through the grievance procedure. Names of all aggrieved parties shall appear on all documents related to the processing of the grievance. This provision may be waived by all parties concerned.
- 5.6.6 Processing of grievances at the Informal and Levels I and II of the Formal Level shall occur before or after regular teaching hours. Released time of up to one workday shall be provided for all persons required to participate in the proceedings before the Arbitrator. Additional released time may be provided at the discretion of the Superintendent. Such released time shall not be charged against any other leaves provided by this Agreement. Such released time shall be provided by paid substitutes, coverage by other District certificated personnel, or other appropriate means as determined by the Superintendent.
- 5.6.7 Any employee may present grievances in accordance with this Article without the intervention of the Association prior to Level 111 of the Formal Level, so long as the adjustment is not inconsistent with the terms of this Agreement. The District shall not agree to the final resolution of the grievance prior to Level III of the Formal Level until the Association has been provided a copy of the proposed solution and has been given an opportunity to file a response.
- 5.6.8 An employee grievance shall in no way interfere with the right of the District to proceed in carrying out its management responsibilities, subject to final decision of the grievance. In the event the alleged grievance involves an

order, requirement, etc., the aggrieved shall fulfill or carry out such order or requirement, etc., pending the final decision of the grievance.

## **ARTICLE 6. EMPLOYEE RIGHTS**

6.1 The District and Association recognize the right of employees to form, join and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form, join and participate in employee organization activities.

### **6.2 Reimbursement**

6.2.1 The District shall pay the cost of replacing or repairing employee personal property, except cash, which has been stolen, destroyed or maliciously damaged in the course of employment through no fault of the employee under the following conditions:

6.2.1.1 Reimbursement for loss, destruction, or damage by arson, theft or vandalism of personal property used in the schools, or offices is provided only when approval for the use of the personal teaching materials and equipment in school was given by the immediate supervisor when the property is brought to the school and when the value of the property is agreed upon by the person bringing in the property and the appropriate administrator. All personal property shall be listed in writing by the employee with the value in order to be considered for reimbursement purposes and shall indicate first and last day personal property will be in school.

6.2.1.2 A reimbursement claim for damage to or loss of personal property shall be filed by the employee with the business office in writing within two days of the date of the discovery of the loss and shall be signed by the employee's immediate supervisor or principal, when deemed to have complied with all requirements of this provision.

6.2.1.3 No reimbursement shall be made for accidental damage or any other loss suffered because of lack of personal supervision or failure to keep property in a locked area where such security is available to the owner.

## **ARTICLE 7. PAYROLL DEDUCTIONS FOR ASSOCIATION DUES**

### **7.1 Deduction of Dues**

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

7.1.1 Such deductions shall be made only upon submission of the list of SVEA members by the Association and any subsequent changes to the member list.

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

7.1.3 With respect to all sums deducted by the District for membership dues, pursuant to authorization of the employee, the District shall remit such monies to the California Teachers Association, Burlingame. The monies shall be accompanied by an alphabetical list of employees from whom such dues have been made. A copy of the aforementioned list shall also be sent to SVEA.

7.2 The Association shall defend and hold harmless from any and all claims, suits, charges, assertions, sanctions and penalties brought against the District because of any actions or omissions arising out of this Article including but not limited to the payment of attorney's fees.

## **ARTICLE 8. HOURS OF EMPLOYMENT**

### **8.1 Work Calendar**

During the school year, counselors shall work one hundred ninety-seven (197) days. An additional five (5) days may be paid on a per diem basis up to two hundred two (202) days, if needed, and as agreed to, between the counselor and their supervisor. Commencing in the 2023-24 school year, all other members of the unit shall work one hundred eighty seven (187) days. The seven (7) non-instructional days will be structured as follows:

1. Prior to the start of school, in this order:
  - a. One (1) District Kick-Off Meeting Day;
  - b. One (1) PD Day;
  - c. One (1) Teacher Workday. Any training or meetings offered on this day will be voluntary.
2. During the school year, two (2) PD days
3. After the last student school day, one (1) Teacher Workday
4. One (1) non-instructional workday, which may be used by unit members for "flexible scheduling" upon advance written notice to and approved by the site

principal on the form Appendix D'. Unit members can utilize the "flexible scheduling" day for individual or departmental collaboration.

All seven (7) non-instructional days are included on the salary schedule

## 8.2 Work Day

8.2.1 The regular full-time teaching assignment for middle and high school teachers shall not exceed five (5) periods. In addition, teachers shall receive one preparation period. On a voluntary basis, to meet the needs of the district, unit members may teach a class in lieu of their preparation period and shall be paid, on a per hour per diem basis, for that teaching assignment. Prior to contacting employees regarding such positions, the District shall notify the SVEA President and SVEA Site Representative at the affected school. The District also agrees to provide internal and external simultaneous posting of the availability of such positions for at least 72 hours, as well as email notification to credentialed and qualified certificated employees of the site, prior to filling the positions.

8.2.2 An average of ninety (90) minutes per week shall be for professional development activities. Each month will include:

- One week every other month determined by the District.
- One week every other month will be a Professional Learning Community (PLC), coordinated by District and site administrator.
- One week per month determined by site administrator.
- Any remaining weeks determined collaboratively by the teacher leadership team and site administrator for grade level and/or department focus.

(Grade levels and departments will be required to work on State, District and site administrator-directed professional development and collaboration, including, but not limited to, establishing essential standards, developing common assessments, analysis of student performance data, and implementation of instructional strategies and responses to interventions.)

8.2.3 Restructured days shall not be used for staff meetings.

8.2.4 Unit members will be available on campus fifteen (15) minutes before the first duty period and through the last duty period. Unit members will make a reasonable effort to accommodate the needs of parent, student, or administration communication after school. All (K-12) employees shall be provided a continuous thirty (30) minute duty-free lunch period. On workdays of non-student attendance, employees shall report for duty as designated by the principal, other immediate supervisor, or the Superintendent.

- 8.2.5 Employees shall seek approval in advance from the Principal, or his/her designees when Principal is not available, when employee leaves his/her normal place of work during assigned duty times.

### 8.3 Instructional Day

- 8.3.1 The instructional day for Transitional Kindergarten, Kindergarten, First, Second and Third grade teachers shall be 300 minutes.

8.3.1.1 The classroom instructional day for the 4th and 5th grades shall be 313 minutes.

8.3.1.2 The classroom instructional week at the middle school shall be 1600 minutes.

8.3.1.3 The workday for full-time certificated 9-12 teachers shall be six (6) periods, one of which shall be a preparation period. The total instructional minutes per workweek shall not exceed 1,335 minutes.

8.3.1.4 Starting and ending times will be determined at the site level by the teaching and administrative staff.

- 8.3.2 Each unit member at the 9-12 grade level shall post a copy of his or her schedule, including times available for parent/student consultation, and shall submit one (1) copy to the principal.

- 8.3.3 The District shall make every effort to develop master schedules so that all certificated unit members in grades 9-12 have six (6) contiguous periods.

- 8.3.4 The tutorial period at the high school will be used to provide academic and other non-instructional support to students. For part-time teachers employed less than .8 FTE, the administration shall make every effort to pair part-time teachers to share their tutorial period assignments. If the administration is unable to pair a part-time teacher, the part-time teacher shall not be required to be present more than twice per month to provide tutorial services to students.

### 8.4 Adjunct Duties

The District shall make reasonable efforts to limit the number of adjunct duties assigned to any unit member in any one month to seven (7) hours. The principal or other immediate supervisor will assign adjunct duties so that they will be equitably distributed on an annual basis among the unit members at schools of the same level. In no event shall the District assign more than seven (7) hours per month, nor more than fifty (50) hours per year to any unit member. Unit members may keep a written record to keep track of adjunct duties assigned on the approved District form. (See Appendix F.)

On the last day of school, unit members may submit records of adjunct duties that exceed the yearly limit of fifty (50) hours to their immediate supervisor. Unit members performing adjunct duties as specified in this section shall be compensated at the hourly rate of \$35 for adjunct duties exceeding the fifty (50) hours per school year, paid no later than the August warrant. The District shall allocate \$5,000 to cover payment. If the total amount of reimbursement requested by unit members exceeds the \$5,000, the allocation will be pro-rated to be distributed equitably based on claims submitted by unit members.

8.4.1 In addition, the principal or other immediate supervisor may assign employees outside of the above work period to adjunct duties including, but not limited to, supervision of school activities, faculty meetings, school and District advisory committee meetings, and non-extra pay co-curricular programs of the school (e.g., club sponsorship and class sponsorship). Adjunct duty without pay shall not exceed fifty (50) hours per school year. Faculty meetings shall be scheduled with at least one-week notice (except in cases of an emergency meeting), not to exceed an average of two hours per month for the total monthly meeting time. Faculty meetings shall occur immediately before the first class or after the last scheduled class of the instructional day. Events and activities that shall not be considered adjunct duties include parent conferencing, Science Camp, one open house, one back-to-school night, District declared emergencies, and voluntarily assumed activities. Positions that receive a stipend will not be assigned to adjunct duties.

8.4.2 The District may establish a reasonable record-keeping system to keep track of the hours of adjunct duties assigned to each unit member.

8.4.3 Part-time and shared contract unit members shall perform a pro-rated amount of adjunct duties based on their percentage of a full-time position.

## 8.5 Preparation Periods

### 8.5.1 Grades 6-12

A preparation/consultation period equal to the length of one class period will be provided to full-time middle school and high school teachers in the bargaining unit. In the event alternative scheduling is implemented, prep time may not be daily. Less than full-time middle school and high school teachers in the bargaining unit will receive a prorated preparation/consultation period. The preparation/consultation period shall be used for teaching preparation and for parent, staff and student conferences, as needed. There is a general expectation that preparation-related activities normally will take place on campus.

8.5.1.1 The parties acknowledge that circumstances can arise which merit the activities occurring off-campus. In that event, the unit

member shall sign out on a "sign-out/sign-in" log established by the principal.

- 8.5.2 The District will provide a half hour of aide time daily for each 4th and 5th grade class at each elementary site. The 4th and 5th grade teachers and administration at each site will determine how the aides will be used at each school site. All student instructional time is under the direction of certificated staff.

#### PILOT FOR 2023-24

SVUSD will provide a continuous twenty (20) minute preparation time daily for each 4th and 5th grade class at each elementary site. If coverage is not available, including the ability to secure a substitute, then the teacher will be compensated for the prep period at a prorated hourly certificated rate of 50 dollars per hour. Article 8.5.2 will be suspended during the pilot program and will revert back to original language when the pilot expires, unless the Parties mutually agree to extend the pilot or make the language permanent.

- 8.5.3 The District will make every effort to relieve unit members from morning recess, and/or break yard duty. A backup teacher schedule will be developed to provide coverage in the event of unusual circumstances.
- 8.5.4 Special Education teachers, including, but not limited to, Resource Specialists, Speech, Special Day, Adaptive P.E. will have a yard/recess duty-free schedule.

#### 8.6 Science Camp

- 8.6.1 The District may continue to assign teachers to attend the Science Camp program. Any teacher who does not wish to attend shall be permitted to find a teacher volunteer from within his or her school to take his or her place at Science Camp. Notwithstanding the foregoing, any teacher whose class is attending Camp and who has not previously attended Science Camp may be required to go at least once, in order to enable that teacher to adequately conduct the pre-camp and post-camp instruction.
- 8.6.2 Teachers attending Science Camp shall be compensated at the rate of \$120 per day, or a mutually agreed-upon day off with pay, in addition to their regular compensation. Also, they shall be reimbursed for mileage, for other travel expenses (such as meals and lodging) and for child care expenses if it is necessary for the teacher to use a non-family member for this purpose.

#### 8.7 Course Preparation, Grades 6-12

- 8.7.1 The District will make every effort to develop master schedules so that unit members will not be required to teach courses requiring more than three (3) course preparations (excluding Special Education teachers).

- 8.7.2 If, as a result of scheduling, a critical need exists for a teacher to be assigned an additional course preparation (resulting in more than three (3) preparations), the District shall consult with the Association. The Association and District Administration shall work together to make sure additional course preparations are equitably assigned. If volunteers or a lottery are not utilized, the District Administration shall explain the reason why. All teachers eligible to volunteer shall be notified of the critical need.

## **ARTICLE 9. LEAVES**

### **9.1 General Provisions**

- 9.1.1 An employee returning from a leave of absence is not entitled to the exact position held at the time of the granting of the Leave, but rather guaranteed that the employee be reinstated in an assignment within the scope of the credential held by the employee.

### **9.2 Sick Leave**

- 9.2.1 In addition to all other leaves provided in this Agreement, full-time employees shall be entitled to ten (10) workdays' leave of absence for illness or injury with full pay during each school year of service. Employees employed less than full-time shall be entitled to a proportionate amount of Sick Leave.
- 9.2.2 Employees may accumulate unused Sick Leave without limitation.
- 9.2.3 The District may require a physician's verification or evidence of treatment, including any treatment consistent with the practice of a religion of any well-recognized church or denomination, following any absence due to illness or injury of more than five (5) consecutive working days, or following any absence due to illness or injury of more than five (5) working days if the District has a reasonable belief of an abuse of sick leave based on specific evidence, as a condition of payment of Sick Leave. In either case, the employee shall provide such verification or evidence as soon as possible after returning to work if requested by the District.

### **9.3 Order of Use**

- 9.3.1 In the event of illness or injury, the employee shall utilize Sick Leave in the following order:
- 9.3.1.1 Use balance of current year's Sick Leave;
- 9.3.1.2 Use other accumulated Sick Leave;
- 9.3.1.3 The five-month period of time shall begin to run after all current



and accumulated sick leave have been exhausted.

#### 9.4 Personal Necessity Leave

- 9.4.1 Employees may use a maximum of seven (7) days of accumulated Sick Leave in any school year for Personal Necessity Leave. The employee must follow District procedures for absence request and reporting and for arranging for substitutes.
- 9.4.2 Personal Necessity Leave shall be defined as, and limited to, serious circumstances that the employee cannot reasonably be expected to disregard and that necessitate his/her immediate personal attention during assigned hours of service. Personal Necessity Leave shall not be allowed for a work stoppage, recreation purposes, extension of holidays or vacations, or for matters of personal convenience.
- 9.4.3 Appearance in court as a litigant or party under subpoena shall qualify under the Personal Necessity Leave provisions of this Agreement.
- 9.4.4 Advance approval is not required for Personal Necessity Leave, but the employee must, if possible, notify the supervisor of the absence in advance.

#### 9.5 Personal Business

- 9.5.1 An employee shall be entitled to one (1) day per school year, without loss of pay, for personal business. Such leave shall not be deducted from accrued Sick Leave. Unused Personal Business Leave days may be accumulated to a maximum of four (4) days.
- 9.5.2 Personal Business Leave shall be used only for personal business and not for work stoppage or for the purpose of extending a holiday or vacation.
- 9.5.3 Employees shall arrange for substitutes according to procedures established by the District. District absence reporting procedures shall be followed upon return to work.
- 9.5.4 An employee requesting leave under this section must notify his/her immediate supervisor of the absence at least one day prior to the personal business day.

#### 9.6 Bereavement Leave

- 9.6.1 An employee shall be entitled to a maximum of three (3) days leave of absence without loss of salary for the death of any member of his/her immediate family. If out-of-state travel, or travel of more than 400 miles one way, is required, an employee shall be entitled to a maximum of two (2) days additional paid Bereavement Leave.

9.6.2 Member of the "immediate family" is defined as the mother, father, parent-in-law, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, the spouse, foster child, child (including still-birth), child-in-law, sibling of the employee, or any relative living in the immediate household of the employee. An employee may access bereavement leave due to miscarriage, as defined by the Centers for Disease Control and Prevention, when the loss is verified by a physician's note.

9.6.3 At the discretion of the Superintendent and where unusual circumstances exist, bereavement leave may be granted for a period longer than three or five days or because of the death of some other person than covered in Section 9.4.2 above, upon written request by the employee to the Superintendent.

## 9.7 Jury Duty

9.7.1 An employee is entitled to a leave to appear for jury duty or to serve as a witness under subpoena other than as a litigant or party.

9.7.2 An employee shall receive his/her regular pay less any amount he/she receives for jury or witness fees, exclusive of allowed travel expense.

## 9.8 Leave for- Pregnancy Disability, Baby Bonding (Parental Leave), Child Adoption and Foster Care

### 9.8.1 General Provisions

9.8.1.1 "Pregnancy Disability Leave" as used in this section 9.8 means leave for a physical or mental condition related to pregnancy or childbirth that prevents an employee from performing essential duties of her job.

9.8.1.2 "Parental Leave" as used in this section 9.8 means leave for reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee.

9.8.1.3 The leaves pursuant to this section will run concurrent with the Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA) as required by law.

### 9.8.2 Pregnancy Disability Leave

9.8.2.1 An employee who must be absent from work due to disability caused or contributed to by pregnancy, miscarriage, childbirth, or recovery therefrom, as verified by a statement of her physician, may utilize accumulated Sick Leave, or be paid the differential

salary as provided in the Sick Leave provisions of this Agreement.

- 9.8.2.2 An employee in need of Pregnancy Disability Leave pursuant to this section 9.8.2 shall submit to the District Personnel Office a written statement from her physician indicating the last day the employee is able to work and the expected date of return to duty. Such statement shall be provided at least sixty (60) calendar days prior to the requested start date of the Pregnancy Disability Leave, except in the case of an unforeseen disability, in which case the statement shall be provided as far in advance as possible.
- 9.8.2.3 Prior to return to duty from Pregnancy Disability Leave, the employee must provide a statement from her physician that she is released to resume her regular duties.

#### 9.8.3 Parental Leave (Paid or Unpaid)

- 9.8.3.1 Employees eligible for CFRA (California Family Rights Act) leave may choose to take up to twelve (12) workweeks of parental leave under the CFRA. Pursuant to California Education Code Section 44977.5, current and accrued sick leave will be applied toward these 12 workweeks of parental leave until sick leave is exhausted. After sick leave is exhausted, the employee may use differential leave for the balance of this twelve-workweek parental leave period. If an employee has already used five months of differential leave, the twelve-workweek maternity or paternity leave will be unpaid.
- 9.8.3.2 Pursuant to California Education Code Section 44977.5, an eligible employee will only be provided one twelve-workweek period for parental leave in which differential leave may be used. If the school year ends before this twelve-workweek period is exhausted, the employee may take the balance of the twelve weeks of differential pay in the subsequent school year if the employee chooses to continue his or her parental leave.
- 9.8.3.3 An employee requesting Parental Leave pursuant to this section 9.8.4 shall submit to the District Personnel Office a request for such leave and any required supporting documentation at least sixty (60) calendar days prior to the requested start of the Parental Leave.

#### 9.8.4 Extended Parental Leave

The Board of Trustees may grant an extended and unpaid leave of absence not to exceed one (1) school year to an employee for the purpose of caring for his/her newly born or adopted child. No later than sixty (60) calendar days prior to the conclusion of the first parental leave and upon written

request, the Board of Trustees may grant an additional unpaid leave of absence of up to one (1) year. If approved, this Unpaid Parental Leave will be without any pay, district-paid health and welfare benefits, or any other compensation benefit. An employee will not accrue sick leave while on Unpaid Parental Leave. However, an employee shall have the option to continue health and welfare benefits at his/her own expense.

## 9.9 Industrial Accident or Illness

- 9.9.1 Employees are eligible for leave of absence because of industrial accident or illness which the State of California Compensation Insurance Fund considers a valid claim. Allowable leaves shall be for not more than sixty days in any one fiscal year for the same accident and shall commence the first day of absence.
- 9.9.2 Leaves of absence under this provision shall not be accumulated from year to year. When the Industrial Accident or Illness Leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him/her for the same illness or injury.
- 9.9.3 Employees shall be paid such portion of the salary due them for any month in which absence occurs as, when added to the temporary disability indemnity under the California Labor Code, will result in payment to them of not more than their full salaries.
- 9.9.4 Leave of absence applied for under this provision shall be reduced by one (1) day for each day of authorized absence, regardless of a temporary disability indemnity award to the employee.
- 9.9.5 Upon termination of Industrial Accident Leave, the employee shall be entitled to utilize available leave benefits under the Sick Leave section of this Agreement, with the provision that if the employee continues to receive a temporary disability indemnity, he/she may elect to receive as much of his/her accumulated Sick Leave which, when added to his/her temporary disability indemnity, will result in a payment to him/her of not more than his/her full salary. During any paid leave of absence, the employee shall endorse to the District the temporary disability indemnity checks received on account of his/her industrial accident or illness. The District in turn, shall issue the appropriate salary warrants for payment of salary and shall deduct normal retirement and other authorized contributions.
- 9.9.6 Unless travel outside of California is authorized by the Governing Board, employees receiving benefit under this policy during periods of illness or injury shall remain in the State of California.
- 9.9.7 Employees requesting such leaves under this provision shall furnish the Superintendent, upon his or her request, a statement signed by a licensed physician verifying the nature of the injury or illness and the number of days

of absence that will be needed for the leave of absence. A second, signed physician's statement may be required by the Superintendent upon request, at the end of the employee's leave of absence, certifying that the employee is medically able to return to service.

#### 9.10 Illness or Injury in Immediate Family

9.10.1 An employee is entitled to a maximum of three (3) days of paid leave during each school year in the event of:

9.10.1.1 Serious illness or injury in the immediate family which requires hospitalization or medical attention and/or

9.10.1.2 Serious illness or injury of the spouse or child of the employee which requires the employee's personal attention and for which Personal Necessity Leave is not available.

9.10.2 Such leave shall not be cumulative, and shall not be charged to Sick Leave.

9.10.3 Immediate family is defined, for the purposes of this leave, as the spouse, child, parent, sister, brother, or foster child, of the employee, or any relative of the employee living in his/her immediate household.

At the discretion of the Superintendent and where unusual circumstances exist, this leave may be extended because of the illness or injury of some other person other than covered in this section upon written request by the employee to the Superintendent.

9.10.4 Advance approval is not required, but the employee must, if possible, notify the immediate supervisor of the absence in advance. The employee must also follow District procedures for absence request and reporting and for arranging for substitutes. The District may request additional verification of such absence.

#### 9.11 Leave for Association Officials

##### 9.11.1 Conditions

The Association is entitled to a total maximum of ten (10) days' paid leave during any school year to attend to Association business, subject to the following conditions:

9.11.1.1 The employee utilizing the leave must notify his/her immediate supervisor at least two (2) working days in advance of the leave.

9.11.1.2 The Association shall reimburse the District for the cost of any substitute employees actually hired to replace persons utilizing this leave.

9.11.1.3 All such leave must be taken on a full- or half-day basis.

## 9.12 Sabbatical Leave

### 9.12.1 Conditions

A Sabbatical Leave may be granted to a member of the unit by the Board of Trustees, subject to the following conditions:

#### 9.12.1.1 Leave Program Requirements

9.12.1.1.1 Sabbatical Leaves may be granted to employees to pursue a specific, meaningful program of study, travel, or a combination of study and travel which is directly related to their assignment with the District and which will benefit the schools and students of the District.

#### 9.12.1.1.2 Types of Leaves

##### 9.12.1.1.2.1 Full-Time Study

Requires undertaking a full load of fifteen hours of upper division work per semester or twelve hours of graduate work or the equivalent thereof. Admission to an accredited college or university is a prerequisite for application.

##### 9.12.1.1.2.2 Travel

Must be a planned and meaningful itinerary.

##### 9.12.1.1.2.3 Combination of Study and Travel

Must be a planned travel itinerary and related study at an accredited college or university.

##### 9.12.1.1.2.4 Individual Project

Study on a special project or research problem may be substituted for unit requirements of full-time study. The program must be equivalent to the effort and content required for formal in-residence study at an accredited college or university.

#### 9.12.1.2 Application Procedures

- 9.12.1.2.1 Requests for Sabbatical Leave must be received by the Superintendent, in writing, no later than Feb. 1 of the school year preceding the school year for which the Sabbatical Leave is requested.
- 9.12.1.2.2 All applications for Sabbatical Leave must be accompanied by a specific written plan detailing the proposed leave program and how it will increase the employee's knowledge and ability as directly related to his/her assignment.
- 9.12.1.2.3 To be eligible for consideration, all applications for Sabbatical Leave must be approved by the employee's immediate supervisor.
- 9.12.1.2.4 Sabbatical Leave will be granted for no more than one (1) school year. Sabbatical Leaves shall coincide with the school year or the semester; or if recommended by the Superintendent, Sabbatical Leaves may be granted for periods during each of two (2) school years.
- 9.12.1.2.5 All applications for leave which meet the eligibility criteria shall be reviewed by a Sabbatical Leave Committee. The Committee shall be appointed by the Superintendent and shall consist of one (1) unit member from each school and two (2) administrators, and shall be activated upon receipt of Sabbatical Leave application.
  - 9.12.1.2.5.1 The Committee shall review and evaluate all applications for Sabbatical Leaves and make recommendations to the Superintendent, assigning a priority ranking of all requested leaves considering overall value to the District.
- 9.12.1.2.6 The Board shall determine, upon the recommendation of the Superintendent, the number and kind of Sabbatical Leaves to be granted each school year. However, in no event can the number of Sabbatical Leaves exceed 3% rounded up or down to the nearest whole teacher.

### 9.12.1.3 Eligibility Requirements

- 9.12.1.3.1 Sabbatical Leave applicants must have completed at least seven (7) years of certificated service, all of which have been served as a regular, full-time certificated employee in the District, five (5) of which must be consecutive immediately prior to the sabbatical. Service of at least seventy-five percent (75%) of the certificated service days in each year count as a full school year. Any year in which applicant has served some days, but failed to serve seventy-five percent (75%) of the certificated days, shall not be included as service in computing the seven (7) year period.
- 9.12.1.3.2 Absence from the service of the District for a period of not more than one (1) year under a leave of absence, without pay, granted by the Board of Trustees of the District for service under a nationally recognized fellowship or foundation approved by the State Board of Education for research, teaching, or lecturing, shall not be deemed a break in the continuity of service required by this section and shall be included as a year of service in computing the seven (7) years of service required by this section, but not the five (5) years of consecutive service which must be served immediately prior to the sabbatical.
- 9.12.1.3.3 An employee may not be granted more than one (1) such leave of absence in each seven (7) year period.

### 9.12.1.4 Compensation

- 9.12.1.4.1 During a Sabbatical Leave, the employee shall earn one-half of his/her regular salary or the difference of the amount of pay for the substitute pay for the replacement teacher, whichever amount is greater. The member will be entitled to one-half his/her normal fringe benefit package.
- 9.12.1.4.2 Such compensation while on Sabbatical Leave shall be in accordance with the provisions of the salary schedule in effect during the period of the leave, and shall be considered time in service for retirement purposes. Retirement deduction shall



be in proportion to the salary received.

9.12.1.4.3 Applicants who desire to receive salary allowance while on Sabbatical Leave must furnish a suitable bond indemnifying the District for any salary paid the employee during the period of the Sabbatical Leave, in the event the employee fails to return to render services twice the length of the Sabbatical Leave to the District following the termination of the Sabbatical Leave, or in the event the employee fails to satisfactorily carry out the program of study or the itinerary of the trip approved. In the event the employee is unable to render the said service due to death or physical or mental disability, the bond shall be exonerated.

9.12.1.4.4 Applicants who do not desire to furnish a bond and receive salary while on Sabbatical Leave shall be paid in accordance with the District's procedure in two (2) equal installments as follows:

9.12.1.4.4.1 At the end of the first period of service equal to the Sabbatical Leave, after the employee's return to duty, the District shall release the first installment upon receipt of a Board resolution authorizing the payment of said installment and including an affirmative statement to the effect that the employee has completed such service and fulfilled all other legal requirements.

9.12.1.4.4.2 At the end of the second period of service equal to the Sabbatical Leave, a similar procedure shall be followed authorizing payment of the second and final installment.

9.12.1.4.5 In case of injury to or illness of the employee during Sabbatical Leave which prevents his/her completion of the purpose of the leave, the Sabbatical Leave will be terminated and all provisions for Sick Leave will apply. The District must be notified within ten (10) days from the first day of injury or illness. Upon release by a medical doctor, the employee will return to duty for the

remainder of the school year, to be assigned as needed at the discretion of the Superintendent. If death prevents completion of leave, return to service, or completion of the above required amount of service, no repayment of salary will be Required of his/her estate.

- 9.12.1.4.6 The Board of Trustees shall be freed from any liability for the payment of any compensation or damages provided by law for the death or injury of any employee which occurs while on Sabbatical Leave.

#### 9.12.1.5 Return to Service

- 9.12.1.5.1 At the end of the leave, each employee shall file with the Superintendent before returning to duty the following, as applicable:
  - 9.12.1.5.1.1 Transcripts of record indicating course completion, if in-residence study was done;
  - 9.12.1.5.1.2 Written report of individual project;
  - 9.12.1.5.1.3 Written report on travels.
- 9.12.1.5.2 The written reports must include a statement of the professional growth achieved and any other evidence that the objectives of the leave have been met.
- 9.12.1.5.3 In addition to the final summary report and/or transcripts, the employee on Sabbatical Leave shall also submit to the Superintendent a progress report once each semester during the leave.
- 9.12.1.5.4 The employee shall also, when requested to do so by the District, make further reports (written or oral) for the benefit of the pupils, the District, or the community.
- 9.12.1.5.5 Upon return from Sabbatical Leave, an employee shall be placed on the salary schedule at the experience step which he/she had earned, pursuant to established procedures.

### 9.13 Personal Leave (Unpaid)

- 9.13.1 Leave may be approved at the discretion of the Board of Trustees for reasons not specified under other leave provisions of this Agreement. Applications will be considered for unpaid personal leave on any part-time or full time basis. However, the granting of such leave shall be at the sole discretion of the District.
- 9.13.2 Advance approval is required. Requests are to be made in writing and submitted to the Superintendent.
- 9.13.3 One (1) full day's pay shall be deducted from the employee's salary for each day approved.
- 9.13.4 Leave taken without prior approval shall be considered unauthorized leave.
- 9.13.5 Members on yearly leave must notify the Superintendent of member's intention to return to the District at the beginning of the school year no later than Feb. 1 of the preceding school year. The District may waive the timeline at its own discretion.

## **ARTICLE 10. CLASS SIZE**

### 10.1 School Site Average

Staffing ratios at grades 4 and 5 and the middle and high schools shall be as follows:

4-5	29:1
6-8	25:1
9-12	26:1

Classes in Grades TK-3 shall not be subject to staffing ratios, but shall comply with the "Individual Class Sizes" listed in Article 10.2.

- 10.1.1 Staffing ratios will not include library, special education or counseling personnel.
- 10.1.2 Article 8.5 "preparation periods" will not be affected by staffing ratios.
- 10.1.3 Staffing ratios will not affect Article 10.2 "Individual Class Size."
- 10.1.4 Changes to school staffing configurations, excluding P.E. and elective classes, shall be made by the site principal in consultation with affected school staff.
- 10.1.5 If, during the school year, the school staffing ratio is exceeded, the principal

shall meet with the SVEA representative for the affected school site to discuss possible options to address the issue.

## 10.2 Individual Class Size

### 10.2.1 Grades TK-3

It is the District's goal to make progress toward class sizes in grades TK-3, inclusive, in each of the District's elementary schools that do not exceed a teacher-student ratio of 25:1 by 2017-18. This language is intended to set forth an alternative limit above the 24:1 requirement of the LCFF. This class size ratio shall be calculated in the same manner as the 24:1 ratio under LCFF, as that calculation may change from time to time. The District and SVEA agree that the District's negotiated alternative class size ratio meets all requirements of the LCFF's Class Size Reduction collective bargaining exception. If this subdivision no longer meets the requirements of law, CSR is not fully funded, or implementation of this subdivision 10.2.1 would result in the District paying a penalty or losing other funds available under the LCFF, the District and SVEA agree to commence negotiations on this subdivision 10.2.1 and class sizes at TK-3 will revert to the previous agreement at a ratio of 29:1.

This subdivision 10.2.1 shall remain in effect until LCFF no longer provides a CSR funding adjustment based on TK-3 class sizes or the LCFF is substantially altered, whatever occurs first.

### 10.2.2 Grades 4-8

It is the District's goal to maintain grades 4-8 class sizes no larger than 29 students, with the exception of middle school P.E. and middle school elective classes. Class size shall not exceed 36 students in any event with the exception of middle school P.E. and middle school elective classes. Actual individual class sizes at each school will be determined by administration in consultation with staff at the school site.

### 10.2.3 Grades 9-12

In grades 9-12, the district shall assign no more than 175 students to any teacher, except for PE and electives. This ratio shall be based on actual student enrollment as of the third week of each school semester. This ratio shall be based only upon the number of classroom teachers, exclusive of those assigned to Special Education or other non-instructional positions. In addition to the 175 student limit, class size for individual academic "core subjects" (mathematics, language arts, science and social science) shall be limited to no more than 36 students per "core subject" section, except in the first four weeks of each school semester to allow for class leveling.

10.2.3.2 Enrollment in PE classes at the high school level shall be capped at no more than 50 students per class.

10.2.4 The District and SVEA agree that at the beginning of each fiscal year, \$5,500.00 will be allocated to each elementary and middle school (\$500.00 will be shifted from each site's adjunct duty funding), and \$6,000.00 to each high school in the District (\$1,000.00 will be shifted from the high school adjunct duty funding) for the purpose of addressing issues relating to class sizes. The school administration, in cooperation with the members of the faculty, shall determine how best to address such issues by developing a plan for spending these funds. The parties agree that neither the District nor the school site shall spend additional funds for this purpose. Funds that remain unused by the end of the school year shall remain at the site.

10.2.5 Special Day Classes: For the first student over 14, one additional hour of aide time will be provided daily, and for each student over 15, an additional 30 minutes of aide time will be provided daily.

10.3 The District will provide one additional hour of classroom aide time for elementary combination classes in accordance with the class size implementation provision.

10.4 At the K-8 level, when parents request to have their child moved from one classroom into another, at the beginning or during the school year, both classroom teachers will be consulted prior to any final action taken by the Principal. Other teachers affected due to scheduling changes will be notified in a timely manner.

## **ARTICLE 11. TRANSFERS/REASSIGNMENT**

### **11.1 Definitions**

11.1.1 "Transfer" is defined as a change in work location from one school or work site to another school or work site.

11.1.2 "Assignment" is defined as the designation of a specific position or responsibilities within a school or department or work location.

### **11.2 Voluntary Transfers**

11.2.1 A vacancy occurs in any school when the current school staff has been assigned to fill existing positions and a determination is made that an additional employee is required to meet staffing needs.

11.2.2 During the normal school year, the District shall post in each school a list of vacancies for positions for the following school year within the representation unit. The list shall be posted within ten (10) working days after the Superintendent announces such vacancies within the District, and shall contain the closing date and procedures for submitting a request for transfer. No transfer to fill a vacancy may be made until after this closing date.

11.2.3 To be considered for other transfer opportunities and for specific vacancies which might occur during the summer recess period, employees shall file with the Personnel Office a District form which indicates a desire to transfer to a particular school.

11.2.4 If a request for transfer is not granted, the employee may schedule a meeting with the Superintendent, to discuss the reasons that the transfer was denied.

11.2.5 If more than one employee within the school, or a certificated District-wide employee applies for reassignment to the same position within that school, the following criteria shall be applied:

11.2.5.1 specific needs of the position;

11.2.5.2 factors such as background or education, training and experience;  
and

11.2.5.3 length of District service.

11.2.6 If more than one employee applies for a transfer to the same vacancy, the following criteria shall be applied:

11.2.6.1 specific needs of the position;

11.2.6.2 factors such as background or education, training and experience;  
and

11.2.6.3 length of District service.

11.2.7 Full-time probationary and full-time permanent teachers will have priority over part-time (as defined in Article 14.1) when making transfers to fill vacancies.

11.2.8 All such transfers shall normally be completed by June 30 of each school year. In the event of an occurrence after this date, such as death, resignation, leave of absence, change in enrollment, or other circumstances, transfers may be made or changed by the District as necessary. In the event of opening a new school the transfer shall normally be completed by June 1.

### 11.3 Involuntary Transfers

11.3.1 An employee who does not request a transfer may not be transferred to another school within the District until given an opportunity for a meeting with the Superintendent to discuss the reasons for the transfer. The employee shall, upon request, be considered for other vacancies which are available at the time of the impending transfer for which the employee is qualified.

11.3.2 Such an involuntary transfer may be made for the following reasons:

- 11.3.2.1 opening or closing of a school;
- 11.3.2.2 change in enrollment number, or patterns of students;
- 11.3.2.3 reduction or increase in the number or particular kind of classes or programs;
- 11.3.2.4 employees returning from leave; so that returning employee can be assigned within his/her credential;
- 11.3.2.5 improvement of the educational program within any school, including but not limited to, balancing staff background, experience, interests, and academic preparation; and
- 11.3.2.6 improvement of the staff interpersonal relationships in any school.

11.3.3 In making an involuntary transfer for transfer for reasons 11.3.2.1 through 11.3.2.3, the following criteria shall be applied, in the following order of priority (except as provided below) to determine which person shall be transferred:

- 11.3.3.1 shortest length of service in Scotts Valley Unified School District;
- 11.3.3.2 shortest length of service in school or department; and
- 11.3.3.3 Shortest length of service in grade level.

11.3.4 It is agreed and understood that the Superintendent is responsible for applying the above priorities as appropriate, considering such factors as credentialing, legal requirements, and qualification requirements (such as education, training, and experience).

11.3.5 Sections 11.3.3 through 11.3.4 shall be waived for the purpose of staffing newly opened schools. Involuntary transfers under this section will normally be completed by June 15th.

11.3.6 In making involuntary transfers for reasons 11.3.2.5 and 11.3.2.6, consideration shall be given to such factors as employees' experience and training; areas of competence and interest; major and minor fields of study; and length of service in the District and within a particular school.

#### 11.4 Involuntary Reassignment

11.4.1 The District will not involuntarily reassign teachers in excess of twenty-five percent (25%) of the school staff in any one school year (September to September). By June 1, the District will make every effort to notify teachers who are going to be involuntarily reassigned, in writing, with explanation given to the teacher for the reassignment. Specifically

excepted from these limits are any reassignments due to the formation of combination classes caused by the class size requirements of this collective agreement, provided such combination classes include one of the grade levels taught by the reassigned teacher the prior year.

11.4.2 If a teacher has received an unsatisfactory evaluation in one school year, the District will avoid reassigning, at the elementary level, that teacher in the following school year to a position that is more than one grade level different than the prior assignment.

11.5 Location/Assignment Change

In the event a teacher is required to move to a different classroom, the District will provide up to two (2) substitute days to that teacher with the teacher having the option to receive substitute compensation or to obtain the substitute teacher. The District will also provide assistance in the movement of heavy items. Teachers changing assignments will receive an additional \$150 towards their instructional supply allotment.

**ARTICLE 12. EVALUATION PROCEDURES**

12.1 The purpose of this evaluation procedure is:

12.1.1 To assist the teacher in maximizing professional and intellectual growth.

12.1.2 To assist the supervisor in maximizing his/her knowledge toward the advancement of the educational program.

12.1.3 To provide a systematic approach to multiple options for promoting the growth of the educational program.

12.2 Evaluation/Observation Process

12.2.1 Terms and Definitions

Temporary: a unit member hired on for a one-year temporary contract.

Probationary: a unit member hired on for a permanent certificated opening who is working in the two (2) year probationary period.

Permanent: a unit member who holds a permanent certificated position that has completed the two (2) year probationary period.

Evaluation: The annual process of employee evaluation which includes: a goals conference, pre-observation form submission(s), 30-minute formal observation(s), post observation conference(s) and written Mid-Year and End of Year goal progress reflections and Evaluation Summary.

Goals Conference: The conference wherein the unit member and



supervisor select performance goals for the year, using SVUSD evaluation form.

#### 12.2.2 Evaluation Model

Within fifteen (15) days from the first day of school, or at the employee's request, all unit members will be informed of the evaluation process.

All employees will write annual goals to be discussed with the supervisor at a goals conference to be held on or before October 31. Site Administration will inform the employee of selected standard and related goals at least 10 working days prior to the goals conference.

Multiple measures for evaluation that provide evidence of instructional strategies for student learning may include peer evaluation, professional growth plans, and self-evaluation or benchmark data.

All temps and probs may meet as a group with the administrator/evaluators within the first 15 days of school to review the timelines, forms, and protocols for on cycle evaluations.

#### 12.2.3 Temporary and Probationary Unit Members

Temporary and probationary employees shall be evaluated annually. Goals will be set in all six standards.

#### 12.2.4 Pre-observation Timeline

The unit member and the site supervisor will establish the time, number, and length of observations. Unit members will submit the pre-observation form to the site supervisor with a minimum of at least 48 hours in advance of the scheduled observation.

#### 12.2.5 Formal Observations

Observations will take place in accordance with goal conference plan.

Planned formal classroom observations shall last at least thirty minutes, shall be known to the unit member at least two (2) days prior to their occurrence, and shall be followed by a post-observation conference within ten (10) working days.

At least one planned formal observation, scheduled with two days' notice, shall be completed within the first ninety (90) school days for these unit members: all temporary and probationary.

#### 12.2.6 Areas of Concern Noted in Observations (formal or informal):

A unit member who receives an observation with areas of concern shall be informed during the post-observation conference of the area(s) deemed to be deficient.

#### 12.2.7 Evaluation Summary and Goal Progress Reflection

##### 12.2.7.1 Mid-Year Evaluation for Temporary and Probationary Employees

Prior to the mid-year summary evaluation, the unit member will submit the goal progress reflection by January 14th.

The mid-year evaluation shall be completed no later than January 28th of each year.

##### 12.2.7.2 Final Evaluation for all Employees

Prior to the end of year summary evaluation, the unit member will submit the goal progress reflection by April 15th.

The final evaluation, including summative page, shall be completed within thirty (30) days from end of school. A written copy of the End of Year Evaluation Summary shall be given to the unit member at least thirty (30) days prior to the last calendar work day of that school year.

##### 12.2.7.3 Right to Respond

Should there be a disagreement between the site supervisor and the unit member, the written evaluation may contain written statements from the unit member articulating his/her position. This Evaluation Summary will be placed in the unit member's personnel file at the District Office within 10 days of the post observation conference.

#### 12.2.8 Permanent Unit Members on Evaluation Cycle

12.2.8.1 Every permanent teacher unit member shall be evaluated by the administration in writing at least every other year. An exception to the bi-annual evaluation can be made if the unit member and his/her evaluator mutually agree that the employee will be evaluated only once every five years, provided that the following criteria are met:

- certificated unit member has permanent status
- employed by the school district for at least ten (10) years
- previous evaluations show that the employee "Meets

Standards" on the Evaluation Summary.

12.2.8.2 Goals conference will address:

- One standard and related goal(s) selected by the unit member.
- One (or more) standard and related goal selected by the site administration.
- One standard and related goal selected by the District.

Administration may choose to evaluate the unit member in additional standards.

#### 12.2.9 Permanent Employees: Alternative Evaluations

12.2.9.1 Employee, in consultation with the supervisor, may select an alternative evaluation model:

##### Self-Evaluation

- The unit member and supervisor will decide upon methods of documenting objectives to be gained through the process. Self-evaluation methodology: tape recorder, videotape, and daily log.
- A post conference will occur within thirty (30) days from end of school.
- The plan agreed upon by the unit member and supervisor and a final Evaluation Summary shall be placed in the unit member's personnel file as the formal record for the year.

##### Peer Evaluation

- The supervisor may select the peer evaluator from a panel of four **(4)** names of unit members from the unit member's school site as designated by the unit member.
- The unit member and supervisor will decide upon methods of documenting objectives to be gained through the process. Peer and site supervisor evaluation methodology: observation and discussion.
- Based on the agreed upon process, an Evaluation Summary shall be placed in the unit member's personnel file by thirty (30) days prior to the end of the school year.

### Professional Collaborative Model

- Unit members will work in duos or trios and develop professional growth plans that put a primary emphasis on improving instruction.
- Unit members teaming together will develop their plan and have it approved by their supervisor by October 31st. Each plan will have clear outcomes, activities and timeline. A statement of support needs should also be attached.
- Unit members will observe each other's classrooms at least quarterly. Prior to observation, teachers will have a pre-conference. After the observation unit members will conduct a post-conference.
- Twice during the year the teams meet with their supervisor to discuss progress of the projects and chart future directions.
- By May 1st each team and supervisor will write a joint Evaluation summary and it shall be placed in the unit member's personnel file by thirty (30) days prior to the end of school.
- Unit members may be in a PCM for two (2) evaluation cycles.

12.2.9.2 Notwithstanding the above choice, the unit member's supervisor may also conduct his/her own evaluation.

### 12.3 Unsatisfactory Evaluation

An unsatisfactory evaluation shall be defined as a rating of "Improvement Needed" or "Remediation Required" in one-half or more of the required standard assessment areas: three (3) or more areas (of six (6) required) for probationary teachers. For permanent teachers, an unsatisfactory evaluation shall be defined as a rating of "Improvement Needed" or "Remediation Required", in one or more areas. In the case of an unsatisfactory on any part of the evaluation(s), the site supervisor shall take action to assist the unit member in correcting the cited deficiencies.

### 12.4 Employee Personnel Files

12.4.1 An employee may inspect material in his/her personnel file which may serve as a basis for affecting the status of his/her employment, except materials which:

12.4.1.1 were obtained prior to his/her employment;

12.4.1.2 were prepared by identifiable examination committee members;

or,

12.4.1.3 were obtained in connection with a promotional examination.

12.4.2 An employee may inspect such materials in his/her personnel file, with the exception of the above specified items, during the normal business hours of the District Office at times other than when the employee is required to render service.

12.4.3 No materials of a derogatory nature, except the above specified items, may be placed in an employee's personnel file without allowing the employee an opportunity to review and comment thereon. An employee shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon. The review and comment upon materials of a derogatory nature shall take place during the normal business hours of the District Office and at times other than when an employee is assigned to direct student instruction or contract activities.

## 12.5 Complaints

### 12.5.1 Informal Level

12.5.1.1 All complaints by a citizen about a teacher should first try to be resolved by the following:

- a citizen-teacher conference, then,
- a citizen-teacher-principal conference, if requested, and then,
- a citizen-principal conference, if requested.

### 12.5.2 Formal Level

12.5.2.1 No adverse action against a teacher may be based on a citizen complaint unless that complaint is reduced to writing. This level should be reserved for those serious complaints where adverse action may be warranted.

12.5.2.2 The teacher shall be provided a copy of the written document setting forth the complaint, and the teacher shall be provided a reasonable opportunity to respond in writing to the complaint.

12.5.2.3 Upon receipt of the teacher's comments the principal shall review the facts of the case and attach his/her conclusions based upon his/her review.

12.5.2.4 If the formal level does not resolve the complaint, the Superintendent may act upon the complaint.

## **ARTICLE 13. SAFETY**

- 13.1 In accordance with Education Code Section 49079 the District shall inform the teacher of each pupil who has engaged in, or is reasonably suspected to have engaged in, any act which caused, attempted to cause, or threatened to cause physical injury to another person or who willfully used force or violence upon the person of another, as per Education Code 48900. 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 as described in Education Code Section 48900.
- 13.2 The District shall confer with and advise any employee assaulted while in the discharge of his/her duties. An assault shall be defined, as in the Penal Code, as an unlawful attempt, coupled with a present ability, to commit a violent injury on the person of another.
- 13.3 An employee may use such reasonable force as is necessary to protect himself/herself from physical attack or to prevent injury to another person while in the pursuit of his/her duties.
- 13.4 Unit members shall immediately report cases of assault suffered by them in connection with their employment to their site administrator or immediate supervisor, who shall immediately report the incident to the appropriate law enforcement agency. Such notification shall immediately be forwarded to the Superintendent. Such employee then shall submit a complete written report of the incident to the Superintendent. The Superintendent shall comply with any reasonable and lawful request from the unit member for information in the possession of the District relating to the incident or the persons involved, and shall act to the extent permitted by law as an intermediary between the unit member, law enforcement and courts.
- 13.5 When absence arises out of or from such assault or injury, the terms and conditions of the Workers' Compensation Insurance and appropriate leave provisions of this Agreement shall apply.
- 13.6 Bargaining unit members shall not be required to work in unsafe conditions or to perform tasks that endanger their health or safety.
- 13.7 Upon notification to the principal or immediate supervisor, the District shall eliminate or correct any unsafe or hazardous condition. Upon notification, the District shall also complete an investigation within five working days and, if required, correct any unsafe or hazardous condition within ten working days.
- 13.8 A unit member may not refuse reasonable direction of his/her supervisor; however, a unit member may refuse a supervisor's direction if he/she reasonable believes such direction would endanger his/her life or safety.

- 13.9 Unit members shall be required to perform services as a "disaster services worker" as defined in Government Code 3100 et seq. upon notification by the Superintendent or designee.
- 13.10 In the event of an emergency closure of District facilities, including but not limited to natural disaster, quarantine, or government order, and if make-up days are required by law, the District shall negotiate said days with the Association.
- 13.11 The District shall provide each classroom and major work area with a comprehensive first aid kit.
- 13.12 There should be an attempt to have a telephone with an outside line in each classroom and major work area.
- 13.13 With unit member participation, as decided by unit members at the site, and District Safety Committee direction and guidance, each work site shall have a Site Safety Committee which shall develop and annually review its site safety, health, and emergency preparedness plan for distribution to employees at the site. The Committee shall also make the Superintendent or designee aware of any unaddressed safety issues.
- 13.14 The District shall attempt to keep all school grounds and facilities free of unwanted rodents, pests, and insects such as ants, roaches, and fleas. The District shall apply insecticides and poisons only at times when unit members and pupils are not present, allowing sufficient time for toxic effects to wear *off* before humans reenter the affected area.

#### **ARTICLE 14. PRE-RETIREMENT/RETIREMENT PROGRAMS**

An employee has a choice of one, and only one, of the following programs:

1. Reduced Teacher Workload (14.1)
2. Early Retirement (14.2)

##### **14.1 Reduced Teacher Workload**

14.1.1 To be eligible to participate in this program, employees must be between the ages of fifty-five (55) and sixty-five (65) and have been employed fulltime in a position requiring certification qualifications within the Scotts Valley Unified School District for at least fifteen (15) years of which the immediately preceding five (5) years were full-time employment.

14.1.2 Reduced teaching service under this program may not be less than one-half (1/2) of the service required by the employee's contract of employment during his/her previous year of service in a full-time position within this representation unit. Such reduced teaching service with beginning dates other than the start of a school year shall require the employee to serve at least one-half (1/2) time for the remainder of that school year.

14.1.3 Reduced service may be one-half (1/2) of a daily schedule or full-time for at least one-half (1/2) of the school year, as determined by the District. The employee shall be paid a salary which is the pro-rata share of the salary he/she would be earning had he/she not elected to exercise the option of part-time employment. He/she shall be entitled to receive the same insurance coverages for which he/she qualifies which are provided full-time members of this representation unit, and he/she shall also retain all other rights and benefits for which he/she makes the payments that would be required if he/she remained in full-time employment. The employee will participate fully in professional development/collaboration scheduled within the work day and work year, and will advance on the salary schedule yearly.

14.1.4 The participant and the District agree to submit contributions to the State Teachers' Retirement System (STRS) based on the compensation which would be earned for full-time service.

14.1.5 Application to participate in this program must be made to the District Personnel Office no later than Feb. 1 of the school year preceding the desired year of participation. This application deadline may be waived by the District.

14.1.5.1 The number of participants shall be as determined by the District. The assignment of any participant shall be jointly developed by the unit member and the District. The District may determine the number of participants based on operational needs of the school site affected. New participation in the program may be suspended in years wherein the District operating budget is certified as 'qualified' or 'negative' by the County Office of Education.

14.1.5.2 The criteria for selection of eligible applicants shall include employee interests, experience, education, training, and length of District service, and the program and staffing needs of the District.

Participation in the program is limited to a maximum of five (5) years, at the conclusion of which the employee will retire.

14.1.6 Termination of participation in this program may be made only upon mutual consent of the District and the employee.

14.1.7 If an employee wishes to return from part-time employment after any full year of part-time employment to full-time prior to five years in the program, he/she will do so by notifying the District by February 1. The next full-time position for which the applicant is qualified will be guaranteed to that person in accordance with Article 11.2.7. If the applicant refuses that position, he/she must wait another year to reapply for full-time employment. This will



not be considered a leave (i.e., there will be no bumping rights). Approval of all requests shall be at the sole discretion of the Board.

## 14.2 Early Retirement Programs

### 14.2.1 Project Option

- 14.2.1.1 A unit member may apply for this program after fifteen (15) years of full-time satisfactory service in a position within the representation unit and achievement of age fifty (50). Participation is limited to a maximum of five (5) years.
- 14.2.1.2 Application for participation in this program must be made to the District Personnel Office no later than Feb. 1 of the school year preceding the desired year of participation. All applications will be considered at the same time. The Superintendent will recommend approval of applications by the Board based on District needs. If seniority of the applicants is the same and the applicants equally address District needs, a lottery shall be used. If an applicant is denied admittance to the program, the Superintendent shall inform the applicant in writing as to the reasons for the denial.
- 14.2.1.3 A participant selected for this program, pursuant to an annual employment contract, will be required to provide service to the District of up to thirty (30) school days each year at times established by the District in consultation with the participant. Illustrative examples of service under this program may include, but are not limited to, curriculum development, classroom and individualized instructions, in-service training, completion of surveys and research, substituting, or other educational services. Activities may include, but are not limited to: demonstration teaching, preparing staff development and in-service programs, assisting with testing programs, compiling and analyzing test data, orienting and assisting new teachers, designing and producing programs, preparing and updating curriculum guides, updating and revising School District publications, and developing or updating instructional materials.
- 14.2.1.4 Applicants selected to participate in the program shall be offered an initial contract for two (2) years, unless the applicant elects to participate in the program for only one (1) year. After the completion of the initial two (2) year contract, participants will be offered a renewal contract on an annual basis contingent on satisfactory performance and District need. Such renewals shall not exceed the five (5) year maximum provided in Section 14.2.1.1.

- 14.2.1.5 A contractual agreement will be entered into by and between the District and the participant based upon 15% of the last year's full salary, or pro-rated if working less than thirty (30) days (10% for twenty days, 5% for ten days, etc.) for up to five (5) years, as specified in Section 14.2.1.4 above. This contractual agreement shall set forth the particulars of the service, the evaluation mechanism, and the compensation. The terms of such contract shall be mutually agreed to by the individual and the District, but under all circumstances, such terms must comport with the provisions of this Agreement.
- 14.2.1.6 Except for unsatisfactory evaluation, a participant shall not be prevented from completing his or her annual contract unless the participant personally elects to discontinue such contract.
- 14.2.1.7 A participant in the program will be entitled to the same group insurance coverages and fringe benefits for which he/she would otherwise qualify as provided to full-time unit members provided that the participant pays the District for the full costs of such plans, less the district-covered payment specified in 14.2.2.1.
- 14.2.1.8 No more than five percent (5%) of the unit members shall begin to participate in this program in any school year, up to a maximum of seven percent (7%) participating at any one time. Any fraction of a member shall be counted as one member.
- 14.2.1.9 In the case of serious need, a meeting between the Superintendent and the SVEA President will occur. The Superintendent may recommend that the February 1 requirement for the program or the maximum number of participants be waived.
- 14.2.1.10 In the event that the Board publicly declares the District to be in financial difficulty, new entrants will not be accepted into the program in the year that the financial difficulty is publicly declared.

#### 14.2.2 Benefits Only Option

- 14.2.2.1 The District shall contribute the following toward employee medical, dental or vision insurance coverage for unit members who retire between the ages of 50 and 65 years who have rendered at least fifteen (15) years of continuous service including Board-approved leave in the District immediately prior to retirement. Such District-paid insurance shall in no event continue (a) for more than five (5) years or (b) past age 65 or (c) until the employee otherwise receives medical or dental

insurance, whichever occurs first. Such District-paid insurance shall be the same or equivalent to the insurance benefits furnished to regular fulltime employees.

<u>Years of District Service</u>	<u>Amount Applied for Health Benefits</u>
15	\$2,500
20	3,000
25	3,500

14.2.2.2 The retiree shall have the choice to participate in a medical, vision, and/or dental insurance plan offered by the District.

14.2.2.3 The employee may choose to have an amount taken from yearly compensation to be held by the District in an interest bearing account for medical and dental benefits to be used for up to the number of years until the employee reaches the age of 65 to pay for medical, vision, and dental benefits. If for any reason, the employee no longer wishes to receive medical, vision, and dental benefits from the District, the District will return the balance of the withheld monies within thirty (30) days of written notification to the District. Accrued interest, if any, will be remitted to the employee at the end of the last year the employee receives benefits under this program.

#### 14.3 Retirement Notification Stipend

Unit members who submit to the District Human Resources Office an irrevocable resignation for purposes of retirement with an effective date of no later than the end of the then current school year shall receive a \$1,000.00 Retirement Notification Stipend from the District. The irrevocable resignation for purposes of retirement must be received by the District Human Resources Office no later than close of business on February 15<sup>th</sup> (or the preceding Friday if February 15<sup>th</sup> falls on a Saturday or Sunday). Effective with the 2010-2011 school year, any bargaining unit members participating in the collective bargaining agreement Pre- Retirement program as provided in Section 14.1 or the Early Retirement program as provided in Section 14.2 shall not be eligible for the Retirement Notification Stipend.

### ARTICLE 15. SHARED EMPLOYMENT

15.1 Unit members are eligible for part-time employment provided that another qualified person is available in order to share in the full-time position, and provided further that the shared employment is in the best interest of the District and the unit members involved. In exercising its sole discretion to determine shared and part-time employment, the District will consider requests for flexibility in hours for part-time and shared contract employees based on the needs of students, other staff members, and the District. If a shared contract proposal or a request for part-time

is rejected by the District, the District will notify affected unit members as to its reason(s) for doing so.

15.2 Unit members on shared employment contracts shall be eligible for fringe benefits prorated on the basis of the time employed.

15.3 Unit members wishing to be placed or to continue on a shared employment contract must notify the District no later than Feb. 1 of each year of their intent to be placed in such status for the following school year.

15.4 The Board shall give written notice of the reasons for denial to the teachers requesting such shared employment.

15.5 Unit members who are part-time or on a shared contract shall meet at the beginning of each school year with their site administrator to develop a written plan as to how they will satisfy their professional development responsibilities for the school year. The written plan agreed-to by the part-time or shared contract unit members and the site administrator shall at a minimum provide the following:

15.5.1 That part-time and shared contract unit members shall personally attend the three (3) full-day staff development days and the two (2) teacher work days;

15.5.2 That part-time and shared contract unit members shall personally attend weekly professional development days at least in proportion to their FTE status;

15.5.3 That shared contract unit members shall together attend at least one weekly professional development day per month (unless otherwise negotiated with the site administrator);

15.5.4 That the remaining weekly professional development days shall at least be attended proportionately by one of the shared contract unit members:

15.5.4.1 The attending unit member will share the information obtained during the professional development session with the non-attending unit member;

15.5.4.2 The non-attending unit member will be responsible for the information presented at the professional development session;

15.5.5 The site administrator and the part-time and shared contract unit members will meet periodically throughout the school year to review compliance with this provision.

## **ARTICLE 16. PROFESSIONAL DEVELOPMENT DAYS**

16.1 The purpose of this Article is to describe the agreement between SVEA and the District regarding Professional Development Days.

- Three Professional Development Days are included in the certificated salary schedule at the step and column daily rate. Participation by all unit members in the three professional development days is mandatory.
- Each SVEA member must sign in and out and must be present for the full scheduled staff development activity.
- The three paid Professional Development Days may be presented in less than full-day sessions, as determined by the needs of the District. The SVEA member must be present for each entire session, and must sign in and out.
- The District will maintain a record of the Professional Development Day schedules, topics and sign-in/sign-out sheets.

#### **ARTICLE 17. CONCERTED ACTIVITIES**

- 17.1 It is agreed and understood that there will be no strike, work stoppage, slow down, or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District - by the Association or affiliated organizations, or by its officers, agents, or members during the term of this Agreement.
- 17.2 The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement.
- 17.3 In the event of any of the above concerted activities which are not authorized by the Association, its officers, or agents, the following provisions shall be effective:
- 17.3.1 The responsible Association representative shall immediately notify all Association members and post at any and all schools a notice stating that:
- 17.3.1.1 the appropriate remedy is the Grievance Procedure;
- 17.3.1.2 their action is in violation of the Agreement; and
- 17.3.1.3 the Association has not authorized the specific concerted activities (e.g., strike, slowdown or suspension of work) and does not approve or condone it.
- 17.4 It is understood that in the event this Article is violated, the District may withdraw any rights, privileges, or services provided for in this Agreement or in District policy for any employee and/or the Association.

#### **ARTICLE 18. COMPENSATION**

- 18.1 Total Compensation: total compensation consists of salary, step/column increases, statutory benefits, stipends, hourly wages, health and welfare benefits for current and retired employees.

#### 18.1.1 Salary Compensation

- See Appendix A (1): Certificated Salary Schedules

18.1.2 The stipend for the Master's Degree is \$1500.

18.1.3 The hourly rate for employees performing adjunct duties or other work outside of the regular work day approved by a District administrator shall be \$35 per hour.

18.1.4 Any teacher who waives their preparation period to provide substitute coverage will be compensated at a rate of \$50.00 per preparation period used to cover another teacher's class. This applies to prep periods for SVMS, 1st period, Tutorial, and the Monday schedule at SVHS. For 9-12 teachers who cover block periods: the rate will be \$85 for block periods over 90 minutes.

18.1.5 When a 6-12 teacher requires a substitute, the following steps will be taken in the prescribed order, to ensure class supervision:

- 1) Request a substitute teacher through the external sub service
- 2) Request on-campus teacher volunteers to cover one or more periods at a rate as prescribed in 18.1.4.
- 3) Teachers who have an open prep period that matches the need shall be available on designated weeks that are evenly distributed within that class period throughout the year amongst teachers at each site.

#### 18.2 Insurance Coverage

18.2.1 The District agrees to purchase benefit coverage through joint powers agencies. Each employee covered by this Agreement shall be eligible to receive the following insurance coverages.

Beginning in 23-24, employees will pay 5% of the total cost of any Anthem HMO benefit package offered by the District, or 3% of any Kaiser benefit package offered by the District.

If a PPO plan is selected, unit members will additionally pay the difference in cost between the PPO plan and the highest cost Anthem HMO plan.

18.2.1.1 Medical Insurance: the District will offer PPO and HMO plans from which unit members will make a selection.

18.2.1.2 The District also offers Dental, Vision, and Life Insurance.

18.2.1.3 Bargaining unit members may buy up to any medical plan offered at their own expense. Any change in plans must be done at the

time of open enrollment.

18.2.1.4 IRS 125 Plan: for eligible employees with monthly fee paid by employee.

18.2.2 Members of the bargaining unit may elect to continue the above insurance coverage (other than life insurance) through COBRA for a period of up to the maximum allowed by law following termination of employment or due to resignation.

Retired employees formerly covered by this Agreement may elect to continue the medical, dental and vision insurance.

18.2.2.1 The District shall contribute the following toward employee medical, vision or dental insurance coverage for unit members who retire between the ages of 50 and 65 years who have rendered at least ten (10) years of continuous service including Board-approved leave in the District immediately prior to retirement. Such District-paid insurance shall in no event continue (a) for more than five (5) years or (b) past age 65 or (c) until the employee otherwise receives medical or dental insurance, whichever occurs first. Such District-paid insurance shall be the same or equivalent to the insurance benefits furnished to regular full-time employees.

<u>Years of District Service</u>	<u>Amount Applied for Health Benefits</u>
10	\$2,300
15	2,500
20	3,000
25	3,500

The retiree shall have the choice to participate in an individual, couple, or family medical, vision and/or dental insurance plan.

18.2.3 A member of the unit on an unpaid leave of absence may participate, at the member's option and at his/her expense, in any of the above insurance coverages during the period of the leave.

18.2.4 When due to program need, rather than personal choice, members of the unit who are assigned at least 0.8 FTE but less than 1.0 FTE, then health and welfare benefits as specified in 18.2.1 through 18.2.3 will be paid at the 1.0 FTE rate. The total amount allocated by the District for implementation of this subsection (part-time employee benefits) shall not exceed \$8,000. This amount will be prorated if \$8,000 is insufficient to cover health and welfare benefits for the part-time employees described above.

18.3 Subsequent modifications of the benefit specifications and/or insurance carriers shall be recommended by the Joint Benefits Committee established herein.

18.3.1 A Joint Benefits Committee shall be formed and will be an advisory committee only.

- (1) The District will form a Joint Employee-Employer Benefits Committee, comprised of four (4) appointees of the Association and four (4) appointees of the District.
- (2) The purposes of the Committee shall be:
  - (a) To explore alternative insurance carriers and/or modifications of insurance benefit specifications;
  - (b) To recommend employment of the necessary professional advice regarding medical, dental and vision programs;
  - (c) To review and make recommendations on any cost-containment measures, including brokerage/sales fees, pre- and post-admissions review, contracting with local hospitals, and utilization review.
- (3) The Association and the District shall make their appointments to the Committee. The first meeting of the Committee will be scheduled by the District; thereafter meetings of the Committee shall be scheduled by the Committee chair.

#### 18.4 Mileage Expense Reimbursement

18.4.1 Employees who are assigned to more than one school per day and required to use their own automobiles shall be reimbursed at the current rate per mile, as allowed by IRS, for driving done between arrival at the beginning of their workday and arrival at the last location at the end of the workday.

18.4.2 Employees who use their personal automobiles for official District business, upon advance approval of the Superintendent or his/her designee, shall be reimbursed at the current rate per mile, as allowed by IRS.

18.4.3 To be eligible to receive the above mileage expense reimbursement, employees must comply with the District expense claim reporting and approval procedures.

#### 18.5 Professional Growth

The Superintendent of the Scotts Valley Unified School District or designee will evaluate requests for professional growth credit. The Superintendent or designee will make the final decision in determining eligibility for professional growth credit.



### 18.5.1 Definitions

- (1) Service Increment is the vertical step on the salary schedule. The criteria for qualifying for this step is a year of experience.
- (2) Professional Growth Increment is the horizontal step on the salary schedule. The criteria for qualifying for this step is the accumulation of 15 semester units of college work or special work in behalf of the District.
- (3) College Work refers to work at a college during regular session, summer school, extension, or correspondence course.
- (4) Units of College Work represents 15 hours of class attendance.

18.5.2 Teachers in the Scotts Valley Unified School District will be given professional growth credit for the following activities:

- (1) Units of college work under all of the following conditions:
  - (a) Grade slips will be submitted to the personnel office to obtain credit.
  - (b) The course work must be related to the teacher's assignment and cannot be a replica of work for which credit has already been given. When questions arise regarding these issues, SVEA will study the case and make recommendations to the Superintendent or designee.
- (2) Travel under all of the following conditions:
  - (a) An application will accompany an itinerary of the proposed trip submitted to the Superintendent or designee and the SVEA Board on the designated form. The purpose of the trip must be professional growth with the primary purpose of enriching classroom curriculum. The trip may not be taken during the unit members' work days. The Superintendent or designee or SVEA, may reject the application.
  - (b) Approval by the Superintendent must be secured 30 days before the trip is taken or 30 days before school is out.
  - (c) Upon completion of the travel, the SVEA Board will make a recommendation to the Superintendent on the credit to be given for the trip based on the following:
    - 1) Verification of the completion of the itinerary.
    - 2) One unit may be awarded for each week of travel to a maximum of six units. No credit shall be given for travel of less than one week.
    - 3) A written summary must be provided, indicating how the unit member will use the knowledge gained to enrich

classroom instruction.

- (d) Upon receipt of SVEA's recommendation, which shall include evidence of the completed itinerary and the written summary of the trip, and consistent with the terms of paragraph 18.5.2(2)(c)(2), the Superintendent or designee shall determine the number of units to provide to the unit member for the travel.
- (3) Conference and workshop attendance under all of the following conditions:
    - (a) The attendance must be on non-school days or after school hours.
    - (b) The activity must be relevant to the applicant's responsibilities in the District.
    - (c) No salary may have been received for the attendance.
    - (d) One unit of credit will be given for 15 hours of attendance.
    - (e) Not more than 7-1/2 units per column may be earned by this method.
    - (f) Evidence of attendance must be presented to the Superintendent or designee.
  - (4) Work on District-wide curriculum projects under all of the following conditions:
    - (a) Work must be done on non-school days or after school hours.
    - (b) No salary may have been received for the attendance.
    - (c) When recommended by the SVEA Board and approved by the Superintendent or designee, one unit will be awarded for each 15 hours of work.
    - (d) Projects must be related to area of assignment and should supplement and enrich existing curriculum.

18.5.3 Special requirements to receive professional growth:

- (1) Written notice of the work to be completed during the summer must be submitted to the Superintendent or designee no less than thirty (30) days prior to the closing of school or by May 1, whichever is earlier.
- (2) To receive credit for any of the activities described above, the completed work and any other required information must be presented to the Superintendent or designee by September 15.

## **ARTICLE 19. EFFECT OF AGREEMENT**

- 19.1 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over State laws to the extent permitted by State law and that in the absence of specific provisions in this Agreement, such practices and procedures are discretionary.

## **ARTICLE 20. COMPLETION OF NEGOTIATION**

- 20.1 Except as provided below, during the term of this Agreement, the Association expressly waives and relinquishes the right to meet and negotiate and agrees that the District shall not be obligated to meet and negotiate with respect to any subject or matter, whether referred to or covered in this Agreement or not, even though each subject or matter may not have been within the knowledge or contemplation of either or both the District and/or the Association at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.
- 20.2 This does not preclude the possibility of further meetings and negotiating sessions when both parties mutually agree that such sessions are necessary and/or useful, or in the event there is a change in State law brought about by administrative or judicial finding or change in statute directly affecting the contract.
- 20.3 In addition, this Agreement may be reopened for purposes of meeting and negotiating regarding salary, benefits and two (2) Articles and/or a sub-section (i.e., by opening only a sub-section the entire Article is not opened) chosen by each party, provided that notification of the desire to reopen pursuant to this provision is provided on or before October 15, or unless both parties mutually agree to waive the timeline.

## **ARTICLE 21. DURATION**

The term of this Agreement shall be from the date of final approval through June 30, 2024.

## **Appendix A (1)**

### **Salary Schedules**

- 1    Certificated (Teacher) Salary Schedule
- 2    Counselor and MTSS Specialist Salary Schedule
- 3    Career Technical Educator (CTE) Salary Schedule
- 4    IB/WASC Coordinator Salary Schedule
- 5    Program Specialist Salary Schedule
- 6    School Psychologist and Nurse Salary Schedule
- 7    Speech Language Pathologist Salary Schedule



**Certificated Salary Schedule  
2023 - 2024**

	NON <u>CREDENTIALLED</u>	CREDENTIALLED			
STEP	I	II	III BA+45	IV BA + 60	V BA + 75
1	\$ 50,860	\$ 50,860	\$ 50,860	\$ 53,356	\$ 55,855
2	\$ 50,860	\$ 53,080	\$ 53,356	\$ 55,855	\$ 58,350
3	\$ 50,860	\$ 55,298	\$ 55,855	\$ 58,350	\$ 60,846
4	\$ 50,860	\$ 57,516	\$ 58,350	\$ 60,846	\$ 63,343
5	\$ 53,078	\$ 59,733	\$ 60,846	\$ 63,343	\$ 65,846
6	\$ 53,078	\$ 61,951	\$ 63,343	\$ 65,846	\$ 68,345
7	\$ 53,078	\$ 64,169	\$ 65,846	\$ 68,345	\$ 70,845
8	\$ 53,078	\$ 66,387	\$ 68,345	\$ 70,845	\$ 73,341
9	\$ 53,078	\$ 68,606	\$ 70,845	\$ 73,341	\$ 75,841
10	\$ 53,078	\$ 70,825	\$ 73,341	\$ 75,841	\$ 78,336
11	\$ 53,078	\$ 70,825	\$ 75,841	\$ 78,336	\$ 80,834
12	\$ 53,078	\$ 70,825	\$ 75,841	\$ 80,834	\$ 83,331
13	\$ 53,078	\$ 70,825	\$ 75,841	\$ 80,834	\$ 85,832
14	\$ 53,078	\$ 70,825	\$ 75,841	\$ 80,834	\$ 86,690
15	\$ 53,078	\$ 70,825	\$ 75,841	\$ 80,834	\$ 87,557
16	\$ 53,078	\$ 70,825	\$ 75,841	\$ 80,834	\$ 88,433
17	\$ 53,078	\$ 70,825	\$ 75,841	\$ 80,834	\$ 89,317
18	\$ 53,078	\$ 70,825	\$ 75,841	\$ 80,834	\$ 90,210
19	\$ 53,078	\$ 70,825	\$ 75,841	\$ 80,834	\$ 91,112
20	\$ 53,078	\$ 70,825	\$ 75,841	\$ 80,834	\$ 92,024
21	\$ 53,078	\$ 70,825	\$ 75,841	\$ 80,834	\$ 92,944
22	\$ 53,078	\$ 70,825	\$ 75,841	\$ 80,834	\$ 93,873
23	\$ 53,078	\$ 70,825	\$ 75,841	\$ 80,834	\$ 94,812
24	\$ 53,078	\$ 70,825	\$ 75,841	\$ 80,834	\$ 95,760
25	\$ 53,078	\$ 70,825	\$ 75,841	\$ 80,834	\$ 96,718
26	\$ 53,078	\$ 70,825	\$ 75,841	\$ 80,834	\$ 97,685
27	\$ 53,078	\$ 70,825	\$ 75,841	\$ 80,834	\$ 98,662
28	\$ 53,078	\$ 70,825	\$ 75,841	\$ 80,834	\$ 99,648
29	\$ 53,078	\$ 70,825	\$ 75,841	\$ 80,834	\$ 100,645
30	\$ 53,078	\$ 70,825	\$ 75,841	\$ 80,834	\$ 101,651

Certificated contract is 187 work days (eff 7-1-23) per year, which includes:

- 180 standard contract days
- 1 kickoff day
- 1 floating day
- 2 teacher work days
- 3 professional development days

Masters Degree Stipend: \$1,500

Condensed salary schedule steps from 33 to 30

**Board Adopted: March 21, 2023**

**14.67% increase**



**Counselors & MTSS Specialist Salary Schedule  
2023 - 2024**

	INTERN	CREDENTIALLED			
STEP	I	II	III BA+45	IV BA + 60	V BA + 75
1	\$ 55,024	\$ 55,024	\$ 55,024	\$ 57,752	\$ 60,482
2	\$ 55,024	\$ 57,494	\$ 57,752	\$ 60,482	\$ 63,210
3	\$ 55,024	\$ 59,917	\$ 60,482	\$ 63,210	\$ 65,944
4	\$ 55,024	\$ 62,340	\$ 63,210	\$ 65,944	\$ 68,676
5	\$ 57,494	\$ 64,763	\$ 65,944	\$ 68,676	\$ 71,409
6	\$ 57,494	\$ 67,186	\$ 68,676	\$ 71,409	\$ 74,145
7	\$ 57,494	\$ 69,609	\$ 71,409	\$ 74,145	\$ 76,878
8	\$ 57,494	\$ 72,032	\$ 74,145	\$ 76,878	\$ 79,613
9	\$ 57,494	\$ 74,455	\$ 76,878	\$ 79,613	\$ 82,341
10	\$ 57,494	\$ 76,878	\$ 79,613	\$ 82,341	\$ 85,077
11	\$ 57,494	\$ 76,878	\$ 82,341	\$ 85,077	\$ 87,810
12	\$ 57,494	\$ 76,878	\$ 82,341	\$ 87,810	\$ 90,544
13	\$ 57,494	\$ 76,878	\$ 82,341	\$ 87,810	\$ 93,278
14	\$ 57,494	\$ 76,878	\$ 82,341	\$ 87,810	\$ 94,211
15	\$ 57,494	\$ 76,878	\$ 82,341	\$ 87,810	\$ 95,153
16	\$ 57,494	\$ 76,878	\$ 82,341	\$ 87,810	\$ 96,104
17	\$ 57,494	\$ 76,878	\$ 82,341	\$ 87,810	\$ 97,065
18	\$ 57,494	\$ 76,878	\$ 82,341	\$ 87,810	\$ 98,036
19	\$ 57,494	\$ 76,878	\$ 82,341	\$ 87,810	\$ 99,016
20	\$ 57,494	\$ 76,878	\$ 82,341	\$ 87,810	\$ 100,007
21	\$ 57,494	\$ 76,878	\$ 82,341	\$ 87,810	\$ 101,007
22	\$ 57,494	\$ 76,878	\$ 82,341	\$ 87,810	\$ 102,017
23	\$ 57,494	\$ 76,878	\$ 82,341	\$ 87,810	\$ 103,037
24	\$ 57,494	\$ 76,878	\$ 82,341	\$ 87,810	\$ 104,067
25	\$ 57,494	\$ 76,878	\$ 82,341	\$ 87,810	\$ 105,108
26	\$ 57,494	\$ 76,878	\$ 82,341	\$ 87,810	\$ 106,159
27	\$ 57,494	\$ 76,878	\$ 82,341	\$ 87,810	\$ 107,221
28	\$ 57,494	\$ 76,878	\$ 82,341	\$ 87,810	\$ 108,293
29	\$ 57,494	\$ 76,878	\$ 82,341	\$ 87,810	\$ 109,376
30	\$ 57,494	\$ 76,878	\$ 82,341	\$ 87,810	\$ 110,470

Counselors positions work 197 days per year, which includes three professional development days.

Masters Degree Stipend: \$1,500

**Board Adopted: March 21, 2023**



**2023 - 2024**  
CTE Salary Schedule

STEP	Prelim CTE Credential	Clear CTE Credential	CTE Cred + AA/AS
1	\$ 44,830	\$ 48,270	\$ 52,951
2	\$ 46,545	\$ 50,175	\$ 54,966
3	\$ 48,260	\$ 52,080	\$ 56,981
4	\$ 49,975	\$ 53,985	\$ 58,996
5	\$ 51,690	\$ 55,890	\$ 61,011
6	\$ 53,405	\$ 57,795	\$ 63,026
7	\$ 55,120	\$ 59,700	\$ 65,041
8	\$ 56,835	\$ 61,605	\$ 67,056
9	\$ 58,550	\$ 63,510	\$ 69,071
10	\$ 60,265	\$ 65,415	\$ 71,086
11	\$ 61,980	\$ 67,320	\$ 73,101
12	\$ 63,695	\$ 69,225	\$ 75,116
13	\$ 65,410	\$ 71,130	\$ 77,131
14	\$ 67,125	\$ 73,035	\$ 79,146
15	\$ 68,840	\$ 74,940	\$ 81,161
16	\$ -	\$ 76,845	\$ 83,176

Schedule is based on 180 school days plus 1 teacher workday.

**ALL BELOW STIPENDS AND LONGEVITY INCREMENTS ARE PRO-RATED:**

- At the time of hire, with 15 years related work/industry experience = \$500 annual stipend
- After completion of 5 years as a CTE instructor with SVUSD = \$500 additional
- After completion of 10 years as a CTE instructor with SVUSD = \$500 additional

**Board Adopted: March 21, 2023**



**IB/WASC Coordinator Salary Schedule  
2023 - 2024**

STEP	NON <u>CREDENTIALLED</u>	CREDENTIALLED			
	I	II	III BA+45	IV BA + 60	V BA + 75
1	\$ 73,120	\$ 73,120	\$ 73,120	\$ 76,867	\$ 80,614
2	\$ 73,120	\$ 76,517	\$ 76,867	\$ 80,614	\$ 84,358
3	\$ 73,120	\$ 79,840	\$ 80,614	\$ 84,358	\$ 88,103
4	\$ 73,120	\$ 83,163	\$ 84,358	\$ 88,103	\$ 91,847
5	\$ 76,517	\$ 86,485	\$ 88,103	\$ 91,847	\$ 95,602
6	\$ 76,517	\$ 89,808	\$ 91,847	\$ 95,602	\$ 99,351
7	\$ 76,517	\$ 93,131	\$ 95,602	\$ 99,351	\$ 103,099
8	\$ 76,517	\$ 96,454	\$ 99,351	\$ 103,099	\$ 106,845
9	\$ 76,517	\$ 99,777	\$ 103,099	\$ 106,845	\$ 110,593
10	\$ 76,517	\$ 103,099	\$ 106,845	\$ 110,593	\$ 114,337
11	\$ 76,517	\$ 103,099	\$ 110,593	\$ 114,337	\$ 118,084
12	\$ 76,517	\$ 103,099	\$ 110,593	\$ 118,084	\$ 121,827
13	\$ 76,517	\$ 103,099	\$ 110,593	\$ 118,084	\$ 125,582
14	\$ 76,517	\$ 103,099	\$ 110,593	\$ 118,084	\$ 126,837
15	\$ 76,517	\$ 103,099	\$ 110,593	\$ 118,084	\$ 128,106
16	\$ 76,517	\$ 103,099	\$ 110,593	\$ 118,084	\$ 129,387
17	\$ 76,517	\$ 103,099	\$ 110,593	\$ 118,084	\$ 130,681
18	\$ 76,517	\$ 103,099	\$ 110,593	\$ 118,084	\$ 131,987
19	\$ 76,517	\$ 103,099	\$ 110,593	\$ 118,084	\$ 133,307
20	\$ 76,517	\$ 103,099	\$ 110,593	\$ 118,084	\$ 134,640
21	\$ 76,517	\$ 103,099	\$ 110,593	\$ 118,084	\$ 135,987
22	\$ 76,517	\$ 103,099	\$ 110,593	\$ 118,084	\$ 137,347
23	\$ 76,517	\$ 103,099	\$ 110,593	\$ 118,084	\$ 138,720
24	\$ 76,517	\$ 103,099	\$ 110,593	\$ 118,084	\$ 140,107
25	\$ 76,517	\$ 103,099	\$ 110,593	\$ 118,084	\$ 141,508
26	\$ 76,517	\$ 103,099	\$ 110,593	\$ 118,084	\$ 142,924
27	\$ 76,517	\$ 103,099	\$ 110,593	\$ 118,084	\$ 144,353
28	\$ 76,517	\$ 103,099	\$ 110,593	\$ 118,084	\$ 145,796
29	\$ 76,517	\$ 103,099	\$ 110,593	\$ 118,084	\$ 147,254
30	\$ 76,517	\$ 103,099	\$ 110,593	\$ 118,084	\$ 148,727

Certificated contract is 187 work days (eff 7-1-23) per year, which includes:

- 180 standard contract days
- 1 kickoff day
- 1 preparation day
- 2 teacher work days
- 3 professional development days

Masters Degree Stipend: \$1,500

**Board Adopted: March 21, 2023**





## Program Specialist Salary Schedule

**2023 - 2024**

	Intern	CREDENTIALIALED			
STEP	I	II	III BA + 45	IV BA + 60	V BA + 75
1	\$ 53,084	\$ 53,084	\$ 53,084	\$ 55,707	\$ 58,330
2	\$ 53,084	\$ 55,456	\$ 55,707	\$ 58,330	\$ 60,951
3	\$ 53,084	\$ 57,782	\$ 58,330	\$ 60,951	\$ 63,575
4	\$ 53,084	\$ 60,108	\$ 60,951	\$ 63,575	\$ 66,197
5	\$ 55,456	\$ 62,435	\$ 63,575	\$ 66,197	\$ 68,820
6	\$ 55,456	\$ 64,761	\$ 66,197	\$ 68,820	\$ 71,444
7	\$ 55,456	\$ 67,088	\$ 68,820	\$ 71,444	\$ 74,067
8	\$ 55,456	\$ 69,414	\$ 71,444	\$ 74,067	\$ 76,691
9	\$ 55,456	\$ 71,741	\$ 74,067	\$ 76,691	\$ 79,313
10	\$ 55,456	\$ 74,067	\$ 76,691	\$ 79,313	\$ 81,935
11	\$ 55,456	\$ 74,067	\$ 79,313	\$ 81,935	\$ 84,559
12	\$ 55,456	\$ 74,067	\$ 79,313	\$ 81,935	\$ 87,179
13	\$ 55,456	\$ 74,067	\$ 79,313	\$ 81,935	\$ 89,806
14	\$ 55,456	\$ 74,067	\$ 79,313	\$ 81,935	\$ 90,704
15	\$ 55,456	\$ 74,067	\$ 79,313	\$ 81,935	\$ 91,611
16	\$ 55,456	\$ 74,067	\$ 79,313	\$ 81,935	\$ 92,527
17	\$ 55,456	\$ 74,067	\$ 79,313	\$ 81,935	\$ 93,453
18	\$ 55,456	\$ 74,067	\$ 79,313	\$ 81,935	\$ 94,387
19	\$ 55,456	\$ 74,067	\$ 79,313	\$ 81,935	\$ 95,331
20	\$ 55,456	\$ 74,067	\$ 79,313	\$ 81,935	\$ 96,284
21	\$ 55,456	\$ 74,067	\$ 79,313	\$ 81,935	\$ 97,247
22	\$ 55,456	\$ 74,067	\$ 79,313	\$ 81,935	\$ 98,220
23	\$ 55,456	\$ 74,067	\$ 79,313	\$ 81,935	\$ 99,202
24	\$ 55,456	\$ 74,067	\$ 79,313	\$ 81,935	\$ 100,194
25	\$ 55,456	\$ 74,067	\$ 79,313	\$ 81,935	\$ 101,196
26	\$ 55,456	\$ 74,067	\$ 79,313	\$ 81,935	\$ 102,208
27	\$ 55,456	\$ 74,067	\$ 79,313	\$ 81,935	\$ 103,230
28	\$ 55,456	\$ 74,067	\$ 79,313	\$ 81,935	\$ 104,262
29	\$ 55,456	\$ 74,067	\$ 79,313	\$ 81,935	\$ 105,305
30	\$ 55,456	\$ 74,067	\$ 79,313	\$ 81,935	\$ 106,358

Certificated contract is 187 work days (eff 7-1-23) per year, which includes:

- 180 standard contract days
- 1 kickoff day
- 1 preparation days
- 2 teacher work days
- 3 professional development days

Masters Degree Stipend: \$1,500

**Board Adopted: March 21, 2023**



Psychologists & Nurse Salary Schedule  
**2023 - 2024**

	INTERN	CREDENTIALIED			
STEP	I	II	III BA + 45	IV BA + 60	V BA + 75
1	\$ 60,238	\$ 60,238	\$ 60,238	\$ 63,202	\$ 66,224
2	\$ 60,238	\$ 62,918	\$ 63,202	\$ 66,224	\$ 69,241
3	\$ 60,238	\$ 65,598	\$ 66,224	\$ 69,241	\$ 72,265
4	\$ 60,238	\$ 68,278	\$ 69,241	\$ 72,265	\$ 75,289
5	\$ 62,918	\$ 70,958	\$ 72,265	\$ 75,289	\$ 78,312
6	\$ 62,918	\$ 73,638	\$ 75,289	\$ 78,312	\$ 81,335
7	\$ 62,918	\$ 76,318	\$ 78,312	\$ 81,335	\$ 84,358
8	\$ 62,918	\$ 78,998	\$ 81,335	\$ 84,358	\$ 87,381
9	\$ 62,918	\$ 81,678	\$ 84,358	\$ 87,381	\$ 90,400
10	\$ 62,918	\$ 84,358	\$ 87,381	\$ 90,400	\$ 93,424
11	\$ 62,918	\$ 84,358	\$ 90,400	\$ 93,424	\$ 96,449
12	\$ 62,918	\$ 84,358	\$ 90,400	\$ 96,449	\$ 99,470
13	\$ 62,918	\$ 84,358	\$ 90,400	\$ 96,449	\$ 102,494
14	\$ 62,918	\$ 84,358	\$ 90,400	\$ 96,449	\$ 103,519
15	\$ 62,918	\$ 84,358	\$ 90,400	\$ 96,449	\$ 104,554
16	\$ 62,918	\$ 84,358	\$ 90,400	\$ 96,449	\$ 105,600
17	\$ 62,918	\$ 84,358	\$ 90,400	\$ 96,449	\$ 106,656
18	\$ 62,918	\$ 84,358	\$ 90,400	\$ 96,449	\$ 107,722
19	\$ 62,918	\$ 84,358	\$ 90,400	\$ 96,449	\$ 108,799
20	\$ 62,918	\$ 84,358	\$ 90,400	\$ 96,449	\$ 110,986
21	\$ 62,918	\$ 84,358	\$ 90,400	\$ 96,449	\$ 110,986
22	\$ 62,918	\$ 84,358	\$ 90,400	\$ 96,449	\$ 112,096
23	\$ 62,918	\$ 84,358	\$ 90,400	\$ 96,449	\$ 113,217
24	\$ 62,918	\$ 84,358	\$ 90,400	\$ 96,449	\$ 114,349
25	\$ 62,918	\$ 84,358	\$ 90,400	\$ 96,449	\$ 115,493
26	\$ 62,918	\$ 84,358	\$ 90,400	\$ 96,449	\$ 116,648
27	\$ 62,918	\$ 84,358	\$ 90,400	\$ 96,449	\$ 117,814
28	\$ 62,918	\$ 84,358	\$ 90,400	\$ 96,449	\$ 118,992
29	\$ 62,918	\$ 84,358	\$ 90,400	\$ 96,449	\$ 120,182
30	\$ 62,918	\$ 84,358	\$ 90,400	\$ 96,449	\$ 121,384

Nurse added to salary schedule July 1, 2021

Nurse & Psychologist positions work 197 days per year, which includes three professional development days.

Masters Degree Stipend: \$1,500

PhD Degree Stipend: \$1,500

**Board Adopted: March 21, 2023**



**SLP Salary Schedule  
2023 - 2024**

STEP	NON <u>CREDENTIALLED</u>	CREDENTIALLED			
	I	II	III BA+45	IV BA + 60	V BA + 75
1	\$ 57,474	\$ 57,474	\$ 57,474	\$ 58,062	\$ 60,807
2	\$ 57,474	\$ 60,073	\$ 60,345	\$ 63,215	\$ 66,080
3	\$ 57,474	\$ 62,618	\$ 63,215	\$ 66,080	\$ 68,951
4	\$ 57,474	\$ 65,162	\$ 66,080	\$ 68,951	\$ 71,819
5	\$ 60,073	\$ 67,707	\$ 68,951	\$ 71,819	\$ 74,689
6	\$ 60,073	\$ 70,252	\$ 71,819	\$ 74,689	\$ 77,560
7	\$ 60,073	\$ 72,796	\$ 74,689	\$ 77,560	\$ 80,430
8	\$ 60,073	\$ 75,341	\$ 77,560	\$ 80,430	\$ 83,299
9	\$ 60,073	\$ 77,886	\$ 80,430	\$ 83,299	\$ 86,165
10	\$ 60,073	\$ 80,430	\$ 83,299	\$ 86,165	\$ 89,035
11	\$ 60,073	\$ 80,430	\$ 86,165	\$ 89,035	\$ 91,906
12	\$ 60,073	\$ 80,430	\$ 86,165	\$ 91,906	\$ 94,774
13	\$ 60,073	\$ 80,430	\$ 86,165	\$ 91,906	\$ 97,645
14	\$ 60,073	\$ 80,430	\$ 86,165	\$ 91,906	\$ 98,622
15	\$ 60,073	\$ 80,430	\$ 86,165	\$ 91,906	\$ 99,608
16	\$ 60,073	\$ 80,430	\$ 86,165	\$ 91,906	\$ 100,604
17	\$ 60,073	\$ 80,430	\$ 86,165	\$ 91,906	\$ 101,610
18	\$ 60,073	\$ 80,430	\$ 86,165	\$ 91,906	\$ 102,626
19	\$ 60,073	\$ 80,430	\$ 86,165	\$ 91,906	\$ 103,652
20	\$ 60,073	\$ 80,430	\$ 86,165	\$ 91,906	\$ 104,689
21	\$ 60,073	\$ 80,430	\$ 86,165	\$ 91,906	\$ 105,736
22	\$ 60,073	\$ 80,430	\$ 86,165	\$ 91,906	\$ 106,793
23	\$ 60,073	\$ 80,430	\$ 86,165	\$ 91,906	\$ 107,861
24	\$ 60,073	\$ 80,430	\$ 86,165	\$ 91,906	\$ 108,940
25	\$ 60,073	\$ 80,430	\$ 86,165	\$ 91,906	\$ 110,029
26	\$ 60,073	\$ 80,430	\$ 86,165	\$ 91,906	\$ 111,129
27	\$ 60,073	\$ 80,430	\$ 86,165	\$ 91,906	\$ 112,241
28	\$ 60,073	\$ 80,430	\$ 86,165	\$ 91,906	\$ 113,363
29	\$ 60,073	\$ 80,430	\$ 86,165	\$ 91,906	\$ 114,497
30	\$ 60,073	\$ 80,430	\$ 86,165	\$ 91,906	\$ 115,642

Speech and Language Pathologist positions work 187 days (eff 7-1-23) per year, which includes three professional development days.

Masters Degree Stipend: \$1,500

PhD Degree Stipend: \$1,500

**Board Approved: March 21, 2023**

## **Appendix A (2)**

### **SALARY SCHEDULE PROVISIONS**

- A. Placement in salary schedule classifications of new employees hired shall be based on successful completion by the time of employment of upper division or graduate level units from an accredited institution, subject to the following further provisions:
- 1) such units must be earned in courses related to the employee's District assignment, as approved by the Superintendent;
  - 2) employees must earn at least a grade of "C" or equivalent, for each such unit, as verified by official transcripts;
  - 3) such units may not include those earned to obtain a Bachelor's Degree;
  - 4) units credited for salary classification purposes shall be semester units. Each quarter unit shall be the equivalent of 2/3 of a semester unit.

- B. Placement of new employees hired on experience steps shall be subject to the following provisions:

Initial placement above Step I shall require successful completion of experience in another United States school system within the employee's credential area in this District. Placement for each step above Step I shall require one school year of such experience. Initial placement shall not exceed Step XIII (exceptions for more credit granted on case-by-case basis by MOU between district and SVEA: Appendix B regarding Special Education). Such experience shall be verified by written statements satisfactory to the District from previous employing districts.

Employment of 75% of the number of school days in a school year shall constitute a year of service.

During the life of this Agreement, advancement of existing District employees shall be in accordance with the present written District policies.

- C. No unit member who has received an unsatisfactory evaluation and is "Recommended for remediation plan as per employee contract" for two consecutive years shall move either in Step or Column of the salary schedule or receive a salary adjustment until (s)he has received a satisfactory evaluation. When a satisfactory evaluation is achieved, the employee shall advance to the Step and Column appropriate for the years of experience and training at the beginning of the following year. (However, that advancement shall not be retroactive.)

**Appendix B**  
**Side Letter of Agreement**  
**Between The**  
**Scotts Valley Unified School District**  
**And The**  
**Scotts Valley Education Association, CTA/NEA**

The Scotts Valley Unified School District (District), like many other school districts in the State, is experiencing significant difficulties in recruiting special education teachers and as a result has had to hire outside contractors to satisfy student IEP requirements. The District and the Scotts Valley Education Association (SVEA) agree to the following to address this situation:

1. Applicability

This Side Letter of Agreement shall apply only to the recruitment of any of the special education positions which the District has traditionally had difficulty in attracting and recruiting qualified candidates, including but not limited to Speech Therapists, Resource Specialists, and Special Day Class Teachers.

2. Credit for Previous Experience

The parties agree that the District may give full credit for all previous professional experience as an educator or licensed clinician, including in other school districts, private schools, healthcare settings, and other non-school settings.

3. Extended Year

The parties agree that the certificated employees to whom this Side Letter applies shall have a work year of 196 work days, to be scheduled in consultation with the site administrator. For all days of work above 186 work days, the certificated employee shall be paid his or her per diem rate.

4. Special Education Credential Recruitment Incentive

The parties agree that the District may offer a one-time special education credential recruitment incentive of up to \$5,000 to certificated employees to whom this Side Letter applies.

5. Uniform Salary Schedule Exemption

As permitted by Government Code Section 3543.2(e) which allows the parties to meet and negotiate a salary schedule based on criteria other than a uniform allowance for years of training and years of experience, this Side Letter pertaining to Special Education positions shall be considered to be a limited exception to the uniform salary schedule requirement of Education Code Section 45028.

On Behalf of the Scotts Valley  
Unified School District

On Behalf of the Scotts Valley  
Education Association, CTA/NEA

By: \_\_\_\_\_

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

## Appendix C

### SCOTTS VALLEY UNIFIED SCHOOL DISTRICT GRIEVANCE FORM

Name of Grievant: \_\_\_\_\_ Date Filed: \_\_\_\_\_

Date Cause of Grievance Occurred: \_\_\_\_\_

A. INFORMAL CONFERENCE HELD

Date Held: \_\_\_\_\_

Persons Present: \_\_\_\_\_

B. LEVEL I

Specific provision of Agreement alleged to have been violated:

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Circumstances involved:

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Specific remedy sought:

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Signed by Grievant and/or SVEA: \_\_\_\_\_ Date: \_\_\_\_\_

Disposition of immediate supervisor:

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Signed by immediate supervisor \_\_\_\_\_ Date \_\_\_\_\_

Scotts Valley Unified School District Grievance Form – page 2

Position of Grievant:

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Signed by Grievant: \_\_\_\_\_

Date: \_\_\_\_\_

C. LEVEL II

Date received by Superintendent: \_\_\_\_\_

Disposition of Superintendent or designee:

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Signed by Superintendent: \_\_\_\_\_

Date: \_\_\_\_\_

Position of Grievant and/or Association:

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Signed by Grievant and/or Association: \_\_\_\_\_

Date: \_\_\_\_\_

D. LEVEL III

Date submitted to arbitration: \_\_\_\_\_

Disposition and Award of Arbitrator - Attach copy of Arbitrator's Award to this form

Date of decision: \_\_\_\_\_

Name of Arbitrator: \_\_\_\_\_



**APPENDIX D**

**VERIFICATION AND APPROVAL OF ONE (1) FLEXIBLE SCHEDULING DAY**

Section 8.1 of the Agreement provides that “One (1) non-instructional workday may be used by unit members for “flexible scheduling” upon advanced written notice to and approval by the site principal using the form at Appendix D.”

Using this form, designate the **non-calendared workday** that you wish to use as a “flexible scheduling” day for work **at a District site**. Please submit this form to your site administrator for approval at least seven (7) calendar days before the requested flexible scheduling day, except that the form may not be submitted during the month of July.

The Flexible scheduling day may be used for a variety of purposes, including classroom set up, planning and preparation, collaboration and/or consultation with colleagues at the school, and/or performance of other job duties.

Flexible Scheduling Day Date: \_\_\_\_\_

Description of work planned for first flexible scheduling day:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_  
School

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor's Approval

\_\_\_\_\_  
Date

## Appendix E

### SCOTTS VALLEY UNIFIED SCHOOL DISTRICT ACADEMIC STIPENDS

**Effective 2022-23 School Year**

<b>Elementary Schools</b>	<b>Amount Per Site</b>
Student Study Team Lead Teacher	\$800.00
Science Camp (4 per site)	\$120 per day
Teacher Leadership – maximum of 6 positions per site	\$500 per position

#### **Scotts Valley Middle School**

Athletic Director	\$2,500.00
Department Chair, Electives	\$800.00
Department Chair, English	\$800.00
Department Chair, Foreign Language	\$800.00
Department Chair, History	\$800.00
Department Chair, Mathematics	\$800.00
Department Chair, Physical Education	\$800.00
Department Chair, Science	\$800.00
Department Chair, Special Education	\$800.00
Drama Productions Director *	\$600.00
Musical Performances Director **	\$600.00

\* Two productions

\*\* Three public performances

#### **Scotts Valley High School**

Department Chair, Arts	\$1,200.00
Department Chair, English	\$1,200.00
Department Chair, Foreign Language	\$1,200.00
Department Chair, Mathematics	\$1,200.00
Department Chair, Physical Education/Health	\$1,200.00
Department Chair, Science	\$1,200.00
Department Chair, Social Science	\$1,200.00
Department Chair, Special Education	\$1,200.00
Activities Director	\$1,200.00
Community Service Advisor *	\$1,200.00
Drama Productions Director **	\$1,200.00
IB Coordinator *	\$1,200.00
K St. Coordinator	\$1,200.00
Mock Trial Advisor	\$1,200.00
Musical Performances Director **	\$1,200.00
School Newspaper Advisor *	\$1,200.00
Yearbook Advisor *	\$1,200.00
WASC Coordinator *	\$1,200.00

\* If part of teaching assignment or a scheduled period, stipend will not be provided.

\*\* Per Production – (1) Fall Play and (1) Spring Musical

\*\* Three public performances and one adjudicated event.

At the discretion of the District and with the applicant's agreement, positions may be split and the stipend correspondingly pro-rated.

**SCOTTS VALLEY UNIFIED SCHOOL DISTRICT**  
**Teacher's Adjunct Duty Tally Sheet**

**Adjunct Duties:** The District shall make reasonable efforts to limit the number of adjunct duties assigned to any unit member in any one month to seven (7) hours. The principal or other immediate supervisor will assign adjunct duties so that they will be equitably distributed on an annual basis among the unit members at schools of the same level. In no event shall the District assign more than seven (7) hours per month, nor more than fifty (50) hours per year to any unit member. Unit members may keep a written record to keep track of adjunct duties assigned on the approved District form. On the last day of school, unit members may submit records of adjunct duties that exceed the yearly limit of fifty (50) hours to their immediate supervisor. Unit members performing adjunct duties as specified in this section shall be compensated at the hourly rate of \$35 for adjunct duties exceeding the fifty (50) hours per school year, paid no later than the August warrant. The District shall allocate \$5,000 to cover payment. If the total amount of reimbursement requested by unit members exceeds the \$5,000, the allocation will be pro-rated to be distributed equitably based on claims submitted by unit members.

[illegible]

**Side Letter of Agreement**  
**Between The**  
**Scotts Valley Unified School District**  
**And**

**The Scotts Valley Education Association, CTA/NEA**

**Middle School Block Period Substitute Compensation**

This agreement is to be effective for the 2023-24 school year only

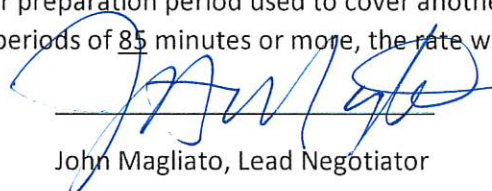
Scotts Valley High School teachers who substitute for a period are compensated according to Article 18.1.4, which reads:

18.1.4 Any teacher who waives their preparation period to provide substitute coverage will be compensated at a rate of \$50.00 per preparation period used to cover another teacher's class. This applies to prep periods for SVMS, 1st period, Tutorial, and the Monday schedule at SVHS. For 9-12 teachers who cover block periods: the rate will be \$85 for block periods over 90 minutes.

For the first time, in the 2023-24 school year, Scotts Valley Middle School is implementing a bell schedule that includes 85 min block periods.

The District and the Scotts Valley Education Association (SVEA) agree to the following to address this situation:

Any teacher who waives their preparation period to provide substitute coverage will be compensated at a rate of \$50.00 per preparation period used to cover another teacher's class. For 6-12 teachers who cover block periods of 85 minutes or more, the rate will be \$85.00.

  
John Magliato, Lead Negotiator

10/13/23  
Date

  
Julie Maxwell, SVEA Co-President

10/13/23  
Date

  
Tanya Krause, SVUSD Superintendent

10-13-23  
Date