

CONTRACTUAL AGREEMENT



**BY AND BETWEEN THE
BOARD OF EDUCATION
OF THE
SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT**

AND



**SAN RAMON VALLEY EDUCATION ASSOCIATION
CALIFORNIA TEACHERS ASSOCIATION
NATIONAL EDUCATION ASSOCIATION**

JULY 1, 2022 THROUGH JUNE 30, 2025

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ARTICLE I

AGREEMENT

The articles and provisions contained herein constitute a bilateral and binding agreement by and between the Board of Education of the San Ramon Valley Unified School District, hereinafter referred to as "District," and the San Ramon Valley Education Association/CTA/NEA, hereinafter referred to as "Association." The term "Contract" as used herein means the written agreement entered into pursuant to the Educational Employment Relations Act (Govt. Code Section 3540 Et. Seq.).

ARTICLE II

RECOGNITION

A. The bargaining unit represented by the Association includes:

Career Tech Educators
Classroom Teachers
Counselors
Direct Instruction Services Educators
Music Educators
Resource Specialists
School Psychologists
School Psychologists/Interns
School Nurses
Social Workers
Special Day Class Teachers
Speech-Language Pathologists
Summer School teachers *
Teacher Librarians
Teachers on Special Assignment
All employees in above categories on authorized leave of absence

* The Public Employment Relations Board approved the Association's petition to include Summer School Teachers in the bargaining unit on July 3, 2020

B. The bargaining unit represented by the Association excludes:

Adult Education teachers
Classified Personnel
Confidential Personnel
Extra Duty Pay Employees (those employed to teach for extra duty pay only)
Home School Teachers
Management Personnel
Substitute Teachers
Supervisory Personnel
Unpaid Psychologist Interns

C. "Employee" and "bargaining unit member," as used in this agreement, mean all unit members unless otherwise defined within a specific provision of this Agreement.

ARTICLE III

SUBCONTRACTING

The District will not contract out work which has been customarily, routinely and exclusively performed by employees in the bargaining unit. If work which has not been customarily, routinely and exclusively performed by employees and which is not managerial or supervisory becomes available, such work will be posted so that qualified unit members may apply.

ARTICLE IV

NONDISCRIMINATION

- A. Regarding the administration of the provisions of this Agreement, neither the District nor the Association shall discriminate against any officer or employee of the District in violation of the law; on the basis of actual or perceived race, color, religious creed, age, sex, ancestry, national origin, political affiliations, marital status, pregnancy, physical disability, mental disability, medical condition, gender, gender identity, gender expression, veteran status, sexual orientation, or membership or participation in the legitimate activities of a recognized employee organization.

- B. A member of the bargaining unit may file a grievance under the agreement's grievance procedure alleging a violation of applicable federal and state statutes covering illegal discrimination in employment.

ARTICLE V

ASSOCIATION RIGHTS

- A. The Association shall have the right of access at reasonable times to areas in which employees work, the right to use institutional bulletin boards, mailboxes, mail service, and the right to use institutional facilities at reasonable times unless such access or use violates applicable federal law.
- B. Authorized representatives of the Association shall be permitted to transact official Association business on school property at reasonable times, provided that the principal or site manager has been notified and that there is no interruption of the students' instructional program.
- C. The first (1st) and second (2nd) Mondays of each month, following the student day, shall be set aside as Association days with no District activities on those days. Exceptions shall be for Conference Week and when vacation days fall on those Mondays and then for those times only, Association days shall be the third (3rd) or fourth (4th) Monday. By October 1st each year unless mutually agreed to otherwise, the Association shall submit to the District a calendar with all Association days marked. In no case shall there be more than two reserved Association days per month.
- D. Upon request, the District shall notify the Association of all current committees. The District shall also notify the Association of the development of any new District committees throughout the year. The Association will appoint employee representatives for any district committees.
- E. Pursuant to the requirements of AB 119, the following definitions and procedures will apply regarding the Association's access to new employee orientations and unit employee personal contact information:
 - 1. Access to New Employee Orientations/Inservice
 - a. For the purposes of this article, a "New Employee Orientation" is a meeting during non-instructional time between a new employee(s) in a position represented by the Association and an Association representative(s) that is held before or after the start of each school year.
 - b. Before start of each school year, the District shall provide a New Employee Inservice for all newly hired certificated employees represented by the Association. At the New Employee Inservice, the Association representatives shall have the right to meet with all new unit members. The District shall provide the president of the Association the date, time and location of the New Employee Inservice and, electronically (in spreadsheet or database format),

the full name and work location of the new hires. The Association is entitled to invite its endorsed vendors and CTA staff to its meeting with the new hires and shall have access to District audio visual equipment during this time. The District shall not have a management or supervisory employee in attendance during the Association's meeting with the new employees unless their attendance is requested or permitted by the Association.

- c. When a new certificated employee represented by the Association is hired after the start of a school year, the District shall provide the president of the Association, electronically, the date, time and location of the orientation with the new employee, his/her full name, position, FTE and work location prior to the orientation. The electronic notification will be sent within 72 hours upon scheduling the orientation with the new employee. The Association shall have the right to meet with the new unit member at the orientation or may schedule an alternative time to meet. The District shall not have a management or supervisory employee in attendance during the Association's meeting with the new employees unless their attendance is requested or permitted by the Association.

2. Unit Employee Personal Contact Information

- a. The District shall provide the president of the Association, electronically (in spreadsheet or database format), with the name, home address (if in the District's possession), work telephone number, home and cellular telephone numbers, (if in the District's possession), personal email address (if in the District's possession), work site, date of hire, FTE, credential and employment status of any newly-hired unit employee no later than thirty (30) calendar days after the first day of paid service.
- b. The District shall provide the president of the Association, electronically (in spreadsheet or database format), with the name, home address (if in the District's possession), work telephone number, home and cellular telephone numbers, (if in the District's possession), personal email address (if in the District's possession), work site, date of hire, FTE, credential, employment status, indication of unit members who are on an unpaid leave of absence, and indication of whether the District deducts dues for Association membership for all unit personnel on or about the end of each August, December, and April.

ARTICLE VI

DISTRICT RIGHTS

- A. All District's rights and functions, including its power and authority to direct, manage, and control the operation of the District, shall remain vested with the District, except as specifically and expressly abridged by this Contract.
- B. The District has the right to make reasonable rules and regulations pertaining to employees consistent with this Contract, and then only to the extent that this Contract is in conformance with the laws of the State of California.
- C. In the event of an emergency, the District and Association shall meet as soon as possible to determine the effects of the emergency declared by the Board of Education. The action of the Board of Education in declaring an emergency may include suspending pertinent provisions of this Contract for the period of time necessary to correct the effect of the emergency, and shall not be subject to the grievance procedure.

ARTICLE VII

EMPLOYEE RIGHTS

A. All employees shall have the right to become members and participate in legitimate activities of employee organizations. Conversely, all employees shall have the right not to become members or not to participate in such organizational activities.

B. Temporary Unit Members

1. Bargaining unit members classified as “temporary” employees and the District shall have all rights and benefits provided them under the California Education Code 44918 and 44954. Those rights shall hereby be incorporated into this Agreement.

2. By November of each school year, the District shall balance and adjust the number of bargaining unit members classified as “temporary”: to conform to the number of bargaining unit members who are on leave of absence and/or who are categorically funded. The District will provide the Association President with a current list of temporary unit members, temporary unit members who are converted to probationary status, and probationary unit members who are converted to permanent status by the end of November.

3. Reemployment of Temporary Unit Members

a. Temporary unit members may be reemployed in a certificated position at their school site by the District for the subsequent year.

b. To be eligible for reemployment, a temporary unit member must be recommended for reemployment by the appropriate school site principal or district administrator while classified as “temporary” employee.

c. The Human Resource Department will reemploy and assign the temporary unit member to his/her school site if a position at the site exists for which the unit member is appropriately credentialed. Such reemployment shall not conflict with other applicable provisions of the California Education Code.

d. Temporary unit members interested in pursuing employment for the subsequent school year at a site(s) other than that to which he/she is assigned and classified as a “temporary” may apply for such positions(s) using the contractually prescribed procedure.

- e. Consistent with Education Code section 44920, any unit member employed for at least 75% of the days of a school year while classified as a “temporary” employee, shall if reemployed for the following school year in a vacant position requiring certification, be classified as probationary employee and the previous year’s employment as a temporary employee shall be deemed one (1) year’s employment for the purpose of acquiring permanent status.

ARTICLE VIII

PERSONAL AND ACADEMIC FREEDOM

- A. It is the policy of the District that all instruction shall be fair, accurate, objective, appropriate to the age and maturity of the pupil(s), and sensitive to the community's needs and the needs and values of our diverse cultures and heritages.
- B. Academic freedom of unit members is essential to the fulfillment of this policy. It is mutually recognized that such academic freedom carries with it professional responsibility.
- C. Unit members shall have reasonable freedom in classroom presentations and discussions, and may, consistent with existing Board Policy and Administrative Regulations, District-adopted curriculum, and curriculum prescribed by the State of California, introduce political, religious, social or otherwise controversial material, provided that said material is appropriate and relevant to adopted course content and is within the scope of the law.
 - 1. In performing their teaching functions, unit members shall have reasonable freedom to express their opinions on all matters appropriate and relevant to the course content, in an objective and judicious manner.
 - 2. Unit members shall present all known sides of controversial issues and shall not utilize their positions to influence students with their personal, political, social, and/or religious views.
- D. Unit members shall be responsible for determining and assigning student grades in accordance with standards for grading as established by the District.
- E. The personal life of a unit member, including his/her religious and political views and personal activities, is not an appropriate concern of the District for purposes of evaluation and disciplinary action unless it adversely affects the unit member's performance of his/her duties.

ARTICLE IX

EMPLOYEE RESIGNATION

- A. Employees shall notify the Superintendent/designee in writing of their intent to resign as soon as the employee makes such a decision. Upon employee notice of intent to resign, the District may provide the employee a mutually agreed upon resignation form.
- B. Such offer to resign during a contract year may be accepted by the Superintendent/designee. The employee's resignation and its effective date shall only become final when a letter is received by the employee from the Superintendent/designee stating that the resignation is accepted or until accepted by action of the Board, whichever occurs earlier.
- C. The Board shall ratify the effective date of the resignation in accordance with California law.
- D. The Board shall notify the employee, on or before March 15 of the employee's second complete consecutive school year of employment by the District in a position or positions requiring certification qualifications, of the decision to reelect or not reelect the employee for the next succeeding school year to the position. In the event that the Governing Board does not give notice pursuant to this section on or before March 15, the employee shall be deemed reelected for the next succeeding school year. (Education Code 44929.21)

ARTICLE X

ORGANIZATIONAL SECURITY

A. Association Membership

1. The Association certifies that it has and will maintain individual employee authorizations for payroll deduction of Association dues.
2. All current employees who are members of the Association shall continue to have Association dues and fees deducted by the District through payroll deduction unless the District is notified otherwise in writing by the Association.

The Association shall provide the District with written notification of all new employees for whom Association dues and fees are to be withheld via payroll deduction.

3. The District shall deduct one-eleventh (1/11) of such dues from the regular salary check of the Association member each month for eleven (11) months. Deductions for employees who join the Association after the commencement of the school year shall be prorated to complete payments by the end of the school year.
4. Upon written notification by the Association, the District shall initiate or discontinue the deduction of Association dues and fees for an employee effective with the payroll cycle following the first payroll cutoff date after receipt of notification from the Association.

B. The Association shall provide any information needed by the District to fulfill the provisions of this Article.

C. The Association agrees to pay the reasonable costs, including attorneys' fees, of defending or initiating action to enforce this Article and to indemnify the District in respect to the deductions herein required or any actions challenging enforcement of these provisions. The District shall not settle or compromise any claim without prior approval of the Association.

ARTICLE XI

GRIEVANCE PROCEDURE

A. Purpose

1. This grievance procedure shall be used to process and resolve grievances arising under this Contract.
2. The purpose of this procedure is to provide an orderly process for reviewing and resolving grievances promptly.

B. Definitions

1. A "grievance" is an alleged violation, misinterpretation, or misapplication of the terms of this Contract which directly affects a member(s) of the bargaining unit. Matters for which a specific method of review is provided by law or by terms of this Contract are not within the scope of this procedure.
2. A "grievant" is the Association or is an employee who is a member (or members) of the bargaining unit covered by this Contract who files a grievance.
3. A "day" is any day on which the District office is open for business.
4. "Immediate supervisor" is the principal or his/her designee. The "immediate supervisor" for employees who are not assigned to a school shall be the person designated by the Superintendent or his/her designee.
5. A "representative" is a person designated by the Association to represent the grievant.

C. Time Limits

1. The time limitations of this procedure may be shortened or extended by written stipulation of both parties.
2. In the event a grievance is filed at such time that it cannot be processed through all the levels in this grievance procedure by the end of the school term, the time limits set forth herein may be reduced so that the grievance procedure may be completed prior to the end of the school term, or as soon thereafter as is practical.

D. Informal Level

Before filing a formal written grievance, the potential grievant shall initially meet with his/her immediate supervisor in an attempt to resolve the alleged grievance informally.

E. Level I

1. A formal grievance may be initiated in writing on the appropriate form to the immediate supervisor/principal if:
 - a. the informal meeting fails to resolve the grievance to the satisfaction of the grievant; or
 - b. the immediate supervisor/principal has failed to meet within ten (10) days of a written request for an informal meeting.
2. A formal grievance must be initiated no later than fifteen (15) days after either a) or b) above.
3. A copy of the grievance shall be sent by the District to the Association unless an employee who has elected to process his/her own grievance without Association intervention requests that his/her name not be disclosed. The District then shall provide the Association a summary of the grievance filed unless such action would identify the grievant and interfere with his/her right to process such grievance without intervention.
4. The formal document shall be on the mutually agreed upon form and shall include a clear, concise statement of the grievance, citing specific sections of the contract allegedly violated, misinterpreted, or misapplied, the circumstances involved, and the specific remedy sought.
5. Within ten (10) days after filing of the formal grievance, the immediate supervisor/principal shall investigate the grievance and give his/her decision in writing to the grievant.

F. Level II

1. If the grievant is not satisfied with the decision rendered at Level I, s/he may appeal the decision on the mutually agreed upon form within five (5) days to the Superintendent or his/her designee. The District shall file a copy of the appeal with both the Association and the immediate supervisor/principal.

2. The appeal shall include a copy of the original grievance, the decision rendered at Level I, and a clear, concise statement of the reasons for the appeal.
3. Within ten (10) days after receipt of the appeal, the Superintendent (or designee) shall investigate the grievance and give his/her decision in writing to the grievant and the Association.
4. If the grievant is not satisfied with the decision rendered pursuant to Level II, the Association may submit the grievance to arbitration.
5. The Association shall notify the District of its decision to take a grievance to arbitration within fifteen (15) days after receipt of the Level II decision or fifteen days after the ten (10) day time limit for rendering a decision at Level II if no decision is rendered.

G. Arbitration

1. Arbitration shall be initiated according to the most current Voluntary Labor Arbitration Rules of the American Arbitration Association (AAA) modified as follows:
 - a. Either party shall be entitled to request additional lists of arbitrators from the AAA until such time as an acceptable arbitrator is found. If after the receipt of the initial list, agreement on an arbitrator is not reached within AAA timelines, then AAA shall make the appointment.
 - b. Attendance at hearings shall be limited to the named grievant's necessary witnesses, and no more than three (3) representatives from the Association who require substitutes.
 - c. The arbitrator shall have no authority to add to, delete, or alter any provisions of this Contract but shall limit his/her findings and recommendations to the application and interpretation of its provisions. Attendance at hearings shall be limited to the named.
 - d. The arbitrator shall hear and rule upon the arbitrability of the issue or issues.
 - e. By mutual agreement, the parties may initiate arbitration using the Expedited Labor Arbitration rules of the American Arbitration Association.
2. The fees and expenses of the arbitrator and a court reporter, if required by the arbitrator, shall be shared equally by the District and the

Association. Any additional expenses shall be borne by the party incurring such expense.

3. The decision of the arbitrator shall be final and binding.

H. Miscellaneous

1. Response. If the District fails to respond to a grievance within the time limits specified for the level, the grievant shall have the right to appeal to the next level.
2. Conference. Grievant shall have the right to a conference upon request, at each level.
3. Records. All records of the proceeding shall be retained in a separate grievance file maintained by the Human Resources Department.
4. Reprisals. No reprisals shall be taken by or against any participant in a grievance procedure by reason of such participation.
5. Representation. Each party may be accompanied by a conferee at any level of the grievance procedure.
6. Pay. A grievant required by the District to absent himself/herself from work by reason of these grievance procedures shall not suffer any loss of pay. A representative and necessary witnesses participating in conferences at any level that takes place during the school day shall receive release time with pay. The processing of a grievance prior to arbitration shall normally be at times other than during the instructional day.
7. Time Limitations. Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision.
8. Initiate Grievance - Level II. If a grievance arises from action or inaction on the part of a member of the Administration at a level above the principal or immediate supervisor, the aggrieved person shall submit such grievance in writing to the Superintendent (or designee) at Level II.
9. Forms. Mutually agreed upon forms for filing grievances and other related documents shall be available at the District Office, each school, and the Association Office. The cost of these forms shall be borne by the District. Sample forms are included in Appendix D.
10. Grievance Without Intervention. An employee may present a grievance without the intervention of the Association, as long as the adjustment is not inconsistent with the terms of this Contract; provided that the

District shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response. This response must be filed within seven (7) days from the date that the notice of proposed resolution is sent to the Association.

11. Discharge of Duties. The grievant shall continue to discharge his/her duties and comply with the direction of the Administration until the grievance is resolved.
12. Multiple Grievants. When the same grievance is filed by two (2) or more individuals, the Association shall be responsible for processing the grievance and not more than two (2) of their conferees shall be provided release time for processing such common grievance. This procedure shall not supersede an individual Grievant's right to process a grievance without Association intervention as set out in 10 above.

ARTICLE XII

HOURS OF EMPLOYMENT

A. Length of the Workday

1. The length of the workday for employees including lunch, brunch, preparation time, recess, passing time, travel time between assignments, and time required before and after school is seven (7) hours.
2. The length of the workday for employees teaching at a school with a block schedule including lunch, brunch, preparation time, recess, passing time, travel time between assignments, and time required before and after school is an average of seven (7) hours for ten days over the two week period.
3. There shall be no involuntary split assignment. A copy of the Teaching Split Assignment Memorandum of Understanding is included in Appendix D.
4. a. If a classroom teacher's assignment includes both a high school and middle school, then a full time contract will be given for five periods of instruction.

b. If any teacher works at two (2) or more sites on the same day, the teacher will be compensated at the negotiated hourly rate for additional time spent over and above his/her contracted FTE. This time will include: 15 minutes before and after their assignment at each site, instructional time, travel time between the sites, prep time, a 30 minute duty free lunch, and passing time.

The affected site administrators and the employee will meet collaboratively to determine the employee's responsibilities at each site in regards to: back to school night, staff development days, open house, staff meetings and adjunct duties.

Mileage reimbursement between the employee's first site and subsequent assignment will be allowed according to Article XX, Section I.

Teachers who are working in the above assignments will meet with their site administrators or designee of each year to review assignment and compensation.

5. A bargaining unit member may be given an assignment in excess of 1.0 full time equivalent if it is mutually agreeable with the bargaining unit member, District, and Association. The bargaining unit member will be paid the assigned full time equivalent in excess of 1.0. It is understood

that assignments in excess of 1.0 full time equivalent shall be temporary and will be avoided, if possible. The assignment in excess of 1.0 shall continue to be posted.

6. In addition to their regular assignment, transitional kindergarten and kindergarten bargaining unit members shall assist other transitional kindergarten, kindergarten or primary bargaining unit members, as directed by the principal, for a maximum of sixty (60) minutes per day.
 - a. Due to varying TK and K schedules at each site the affected unit members and the principal will meet before the school year begins to determine the manner in which such assistance will be provided.
 - b. TK and K bargaining unit members shall receive comparable preparation time as other elementary bargaining unit members.
7. Elementary school, middle school and alternative education employees shall be present at the school site for at least fifteen (15) minutes prior to the beginning of the instructional day and remain for fifteen (15) minutes following the end of the instructional day. Comprehensive high school bargaining unit members may adjust the fifteen (15) minute before and after school requirement to fulfill the contracted seven hour work day and accommodate the "A" period and six (6) period day for all students.
8. Employees shall be available on a reasonable basis to meet with parents or guardians to discuss their student's needs.
9. Every employee shall have a duty-free lunchtime per day of at least thirty (30) consecutive minutes.

B. Meetings

1. The administrator/designee may call mandatory staff, collaboration, department and, student team meetings (SST, 504, IEP) as needed.
2. Staff meetings shall not exceed one (1) hour per week unless reasonable notice is given to the employees that the meeting will last longer. Attendance beyond one (1) hour will be on a voluntary basis. Bargaining unit members who want to leave after one (1) hour shall give the principal prior notice of that intent.
3. The total of all mandatory meetings outside the bargaining unit member's 7-hour workday shall not exceed six (6) hours per month.
4. Any time spent in meetings as described in B.1 that are mandatory and extend beyond the 7-hour workday will be credited toward the maximum 6 hours of mandatory meetings per month.

5. If the total of all mandatory meetings outside the seven (7) hour workday, as described in B.1 and B.2 exceeds six (6) hours per month, the bargaining unit member may be compensated at the established hourly service rate for the time beyond the six (6) hours of mandatory meetings.
6. On days when class schedules exceed the 7-hour workday, bargaining unit members who are required to attend a mandatory meeting as defined in B.1 will receive credit toward the 6 hours of mandatory meetings for the amount of time beyond the 7-hour workday and the start/end of the meeting.
7. Bargaining unit members will have input into meeting agendas and the adjusted school schedules for collaboration time.
8. Part-time employees, other than job share employees, who are not able to attend a meeting set forth in B.1 due to personal hardship may be excused from attendance if prior approval is granted by the principal. The principal's approval shall not be withheld unreasonably. Any part-time employee who is excused from a meeting set forth in B.1. is responsible for the content of and any directives issued at that meeting.
9. If two employees job share, at least one of the two must attend the meetings set forth in B.1. Both are responsible for the content of and any directives issued at those meetings.
10. Bargaining unit members working less than 1.0 FTE are required to attend staff development days at the same percent of their contracted hours; i.e., if the bargaining unit member is .50 FTE, the bargaining unit member is to attend .50 of staff development days. The bargaining unit member and the site administrator must mutually agree on the staff development plan that meets the attendance requirement of the bargaining unit member's contracted FTE.

If agreed to by both parties, the bargaining unit member who works less than 1.0 FTE may attend staff development days beyond the required hours of their full time equivalent. Attendance at staff development days beyond the bargaining unit member's FTE will be mutually agreed upon between the bargaining unit member and their site administrator prior to the first staff development day. If mutually agreed to, the additional time over the bargaining unit member's contracted FTE will be paid at the negotiated hourly rate of pay.

11. Curriculum work shall be on a voluntary basis unless scheduled during the normal workday or as part of scheduled staff or department meetings in B.1.

C. Adjunct Duties and Supervision

1. In addition to the length of the workday as described in A. above, the principal may assign employees to student supervision on an equitable and reasonable basis. The principal shall solicit input from and work jointly with SRVEA site leadership to determine which student activities require supervision and how those supervisions will be assigned. Every attempt will be made to finalize the list of student activities that require supervision in a school year by the end of the prior school year. This assignment to student supervision shall be written and posted at the school site and a copy of the posting shall be given to each bargaining unit member.
2. Employees shall participate in “Back to School Night”, and “Open House. No staff meetings shall be held on these days. Bargaining unit members shall be able to leave the school site at the end of the instructional day.

Adjunct Duties are identified as activities that occur outside the established work day, vary by site and may include the following:

- a. Sporting events
- b. Leadership or committee work (District or Site)
- c. Co-curricular activities (i.e. math night)
- d. Extra-curricular activities (i.e. dances and fairs)

Service as a representative to SRVEA Rep Council will constitute an adjunct duty for one (1) unit member per site except at the comprehensive high schools which shall have two (2) per site.

3. At the high school level, second semester activities may be developed when dates are determined. These second semester adjunct duties may be selected by teachers at the beginning of the year with specific dates to be determined at a later date.
4. The process of establishing adjunct duty assignments will be completed within the first month of the school year.
5. The principal shall solicit input from and work jointly with SRVEA site leadership to determine additional duties to be considered adjunct duties.
6. Activities for which a unit member receives compensation, either through pay or release time, shall not be considered adjunct duties.
7. Supervision duties are defined as duties that occur within the workday

for the purpose of student safety (i.e. yard duty). Such duties will be assigned on a reasonable and equitable basis.

D. Preparation Time

1. Bargaining unit members shall be provided with preparation time. Preparation time shall be used for planning, preparation, and conferences with pupils, parents, other teachers or administrators and activities that do not require teacher student supervision. An employee may also be used as a substitute for another employee in cases of emergency. The assignment to substitute for another employee shall be on a reasonable and equitable basis. Payment for such substituting shall be made at the negotiated hourly rate.
2. Preparation time shall be provided as follows:
 - a. Elementary classroom bargaining unit members in self-contained regular and special education classrooms and prep teachers shall be provided the equivalent of three (3) 50 minute preparation periods per five-day week, for a total equivalent of 150 minutes per a five-day week. In the event that the instructional day and/or instructional week are shortened, efforts shall be made to equalize the impact of such shortening throughout all teacher preparation periods.

The principal shall solicit input and work jointly with elementary bargaining unit members prior to determining the program to be taught during bargaining unit members' preparation time. The determination shall remain in effect for three school years unless staffing needs require a change for the school year subject to the availability of qualified staff. In the event that qualified staff is not available, the above consultation process shall be initiated.

In addition to the above, elementary unit members shall be provided one additional 50 minute preparation period per week within the assigned workday and outside the instructional day. This additional preparation period shall be used for individual and grade level planning at the discretion of unit members and shall not be used for staff meetings.

In order to accomplish the above and to comply with state mandated instructional minutes, 900 annual instructional minutes shall be permanently added to 4th and 5th grade instructional day at all elementary schools. Site administration and at least one representative from both fourth and fifth grades will work together to determine how the 900 annual instructional minutes will be added to the instructional day.

- b. Middle school and high school classroom bargaining unit members shall have one instructional period per day, or the equivalent thereof, scheduled as preparation time.
 - c. Elementary site administrators will consult with Science and PE specialist teachers prior to finalizing the site prep schedule.
 - d. Non-classroom bargaining unit members' preparation time does not need to be taken in the same increments as a classroom teacher.
 - e. There are some circumstances where the scheduled preparation time may of necessity be eliminated or modified. This shall be limited to: 1) emergencies such a fire or similar crisis necessitating evacuation of the building, the closing of school, or modification of the schedule; 2) a daily schedule adjustment that provides a partial schedule on one day and the remaining schedule on another day such as has been the practice at middle and high schools on final schedules, conference days, and minimum days.
 - f. In order to economically provide for large group instruction as a form of elementary preparation relief, one certificated bargaining unit member and one or more paraprofessionals may be assigned responsibility for the instruction of a group of students. In any case, the adult-to-student ratio shall not exceed 1:34 and the elementary certificated bargaining unit member in large group situations shall have no more than 102 students to be responsible for during any one period of time. This practice shall not be expanded for any other purpose and constitutes the only exception to the bar against diversion of bargaining unit work.
3. In the event that an attempt has been made to get a substitute teacher through the automated substitute calling system, and no substitute is available, teachers may substitute on their preparation period for an absent teacher. Principals will first ask volunteers to serve as the substitute.

The principal or designee will identify volunteers who wish to substitute during their preparation period. A list of these volunteers will be kept by the principal or designee. When an emergency arises requiring a teacher to substitute during his/her preparation period, the principal/designee will ask for volunteers from the list on an equitable rotational basis.

Names, dates and hours of substitute time will be maintained in the school office by the principal/designee and submitted to Human Resources by the 15th of each month on a form provided by Human Resources. Payment will be made on the 10th of the month following the receipt of the

list of teachers in Human Resources. Compensatory time off may not be substituted for pay.

Teachers substituting on their preparation period will be paid the negotiated hourly rate. A double-period block will be considered as two hours.

ARTICLE XIII

SCHOOL YEAR CALENDAR

A. The school year calendar shall have 180 teaching days, 186 working days for returning bargaining unit members and 187 working days for new bargaining unit members.

B. The work year in the calendar includes all employees in the bargaining unit with the exception of those listed here. Their work year shall be as follows:

1. Counselors and Social Workers – 198 days.

In addition to the above, in order to develop the master schedule, each comprehensive high school shall have a total allocation of eight (8) additional counselor_days, and each middle school shall have a total allocation of three (3) additional counselor days.

2. School Psychologists – Five (5) days before and five (5) days after the work year of returning bargaining unit members.

3. (SITES) Early start program employees – 206 days

4. Early Infant Program Speech and Language Pathologists – 211 days

5. Speech and Language Pathologists – 191 days

6. Nurses/Health Educators – 191 days

7. Teachers – 186 days (Teachers new to the District shall work 187 days.)

8. Floating work days: All unit members are required to work a total of three (3) floating work days each school year. Classroom teachers shall work one (1) such day before the instructional year begins.

C. Development of the Instructional Calendar:

1. The calendar committee shall consist of up to three (3) SRVEA members designated by SRVEA, three (3) classified members designated by the classified bargaining units, and three (3) representatives designated by the District. The committee shall be advisory to the parties.

2. No later than the end of October each school year, the representatives to the calendar committee shall be identified by the respective bargaining units and District.

3. No later than the end of November each school year, the calendar committee members will meet and draft by consensus preferred option(s) for two (2) prospective instructional calendar years for recommendation to the Board of Education for approval.
4. No later than the end of December of each school year, the District and the Association will meet to formally negotiate the preferred calendar option.
5. No later than January of each year, the preferred instructional calendar(s) which were developed will be agendized for Board approval.

ARTICLE XIV

ASSIGNMENT, REASSIGNMENT AND TRANSFER

A. Assignment

1. All bargaining unit members will be notified, in writing, of their tentative teaching assignment (grade, level, course titles) no later than ten (10) working days prior to the end of the school year.
2. Employees will be notified of any subsequent changes in their tentative assignments as soon as possible.

B. Reassignment

1. Reassignment is a movement of personnel to a different position within the same school or facility, i.e., different grade, level or course title from the previous term or tentative assignment, within the same school or facility. Reassignment also includes movement of personnel to different schools within the same multi-school program.
2. A principal may reassign an employee to a different position within the same school or facility. Special Programs administrators responsible for multi-school programs may reassign employees depending on program needs. These employees should be notified of reassignment as early as possible.
3. If a vacancy occurs in any of the following positions - psychologist, counselor, teacher librarians, school nurse, or teacher on special assignment - it must be posted as a vacancy and not filled by reassigning another employee from a different position at the same site. This does not prevent the reassignment of employees within multi-school programs.
4. An employee may request a reassignment to a different position within the same school. It is the principal's discretion to grant or deny this request.
5. Involuntary Reassignment:
 - a. An involuntary reassignment may be implemented if necessary, to meet the educationally related needs of the site or based on personnel issues.
 - b. The following provisions shall apply to involuntary reassignments due to changes in staffing needs:

- 1) All qualified bargaining unit members at the site will be notified in writing of the opportunity to voluntarily apply for a positions/opening prior to the implementation of an involuntary reassignment.
 - 2) Involuntary reassignment will be made only after a meeting occurs between the bargaining unit member and the site or program administrator and a representative of the Association is present at the meeting.
 - 3) A bargaining unit member shall not be involuntarily reassigned with less than two (2) days notice.
6. If the employee does not agree with a reassignment and requests a conference, a conference shall be held with the site/program administrator and employee to discuss reasons for and alternatives to the reassignment.
 7. If, following the conference, the employee still does not agree with the reassignment, the employee shall notify the site/program administrator in writing within five (5) working days after the conference.
 8. If, following this notification, the employee is still to be considered for reassignment, the administrator shall so notify the affected employee and the Association in writing of the specific reasons s/he is being reassigned.
 9. Following such notification and upon written request by the employee, the Assistant Superintendent, Human Resources (or designee) shall confer with both parties, and a conferee if either desires, concerning the proposed reassignment. The Assistant Superintendent, Human Resources (or designee) shall render a decision within twenty (20) working days after the conference. This decision shall be in writing and shall include the specific reasons for the reassignment.
 10. Within seven (7) working days of receipt of the decision by the Assistant Superintendent, Human Resources (or designee), the employee may appeal the administrative decision to the Superintendent. The appeal shall be in writing and shall set forth the reasons for appeal.
 11. Within ten (10) working days of receipt of the appeal, the Superintendent shall review the summaries and the decision of the Assistant Superintendent, Human Resources (or designee), and shall notify the employee, in writing, of the final decision.
 12. This procedure shall apply to all substantive decisions relating to reassignments. An employee who is the subject of a reassignment may

use the grievance procedure to challenge only alleged procedural violations of this Article.

13. If an involuntary reassignment requires moving classroom possessions or custodial services, the District shall provide packing materials and custodial services to assist in relocation necessitated by the reassignment.
14. Unit members subject to involuntary reassignment which necessitates a classroom location change, will be provided one (1) release day or compensated with a one-time \$150 stipend for packing and moving.

C. Transfer

1. Transfer is a movement of personnel from one school or site to another school or site except in multi-school programs as described in Reassignment (B.2.).
2. District-Initiated Transfer: A District-initiated transfer is any transfer which is not voluntary. No District-initiated transfer shall be made unless the employee's qualifications and experience are appropriate to the position.

a. District-Initiated Transfer Due To Enrollment/Program Changes

- 1) If the District determines that a transfer(s) is necessary because of enrollment/program changes at a school, the employee(s) at that school and the association shall be notified of the number of employees to be transferred.
- 2) After such notices are given, the site administrator shall request volunteer(s) for the transfer(s). The volunteer must be appropriately credentialed to relieve the overstaffing in the affected program. Such volunteers shall be considered District-initiated transfers for purposes of placement.
- 3) If, after requesting a volunteer, the District determines that it is necessary to transfer an employee involuntarily, the employee at the affected site with the least seniority (years of certificated service in the District as determined by service that meets the requirement for salary schedule advancement as defined in Article XX, Salaries) shall be transferred unless there is a compelling educational reason for bypassing the least senior employee. Seniority order between employees with equivalent seniority shall be determined by lottery.

- 4) If, prior to the start of the school year, a position opens at the school from which the involuntary transfer took place, the involuntarily transferred employee must be given the option to return prior to posting the position provided that the involuntarily transferred employee is properly credentialed. This opening must be in the curricular area/department of prior assignment.

b. District-Initiated Transfer For Reasons Other Than Enrollment/Program Changes

- 1) A District-initiated transfer for reasons other than enrollment/program changes may be made for compelling educational reasons. The determination of the placement of the employee who is the subject of a District-initiated transfer for reasons other than over-staffing shall be made by the Assistant Superintendent of Human Resources (or designee) after consultation with the appropriate site administrator, the employee, and the employee's representative if requested by the employee.
- 2) Notification of a District-initiated transfer for reasons other than program/enrollment changes to be effective for the beginning of the school year must be received by the affected employee on or before the last day of school unless the affected employee and the District agree to a later notification date.

c. The Procedure For Implementing a District-Initiated Transfer Shall Be As Follows:

- 1) The employee and the Association shall be notified in writing of the intent to transfer.
- 2) The administrator initiating the transfer shall arrange a conference with the employee and discuss the reasons for transfer.
- 3) If the employee is still to be considered for transfer after this conference, the administrator shall notify the affected employee in writing of the specific reasons s/he is being transferred.
- 4) If, following the notification, the employee is still to be considered for transfer, the administrator shall so notify the affected employee and the Association in writing of the specific reasons s/he is being transferred.

- 5) Upon written request by the employee, the Assistant Superintendent, Human Resources (or designee), shall confer with both parties, and a conferee if either desires, concerning the proposed District-initiated transfer. The Assistant Superintendent, Human Resources (or designee), shall render a decision within twenty (20) working days after the conference. This decision shall be in writing and shall include the specific reasons for the transfer.
 - 6) Within seven (7) working days of receipt of the decision by the Assistant Superintendent, Human Resources (or designee), the employee may appeal the administrative decision to the Superintendent. The appeal shall be in writing and shall set forth the reasons for appeal.
 - 7) Within ten (10) working days of receipt of the appeal, the Superintendent shall review the summaries and the decision of the Assistant Superintendent, Human Resources (or designee), and shall notify the employee, in writing, of the decision, which shall be final.
 - 8) This procedure shall apply to all substantive decisions relating to District-initiated transfer. An employee who is the subject of a District-initiated transfer may use the grievance procedure to challenge only alleged procedural violations of this Article.
 - 9) If the District-initiated transfer requires moving classroom possessions or custodial services, the District shall provide packing materials and custodial services to assist in relocation necessitated by the transfer.
 - 10) Unit members subject to District initiated transfer which necessitates a classroom location change, will be provided two (2) release days or compensated a one-time \$300 stipend for packing and relocating.
- d. Permanent employees who are the subject of a District-initiated transfer shall not be evaluated during the first year of their new assignment unless their most recent summary evaluation was designated unsatisfactory.

3. Employee-Initiated Transfer

- a. An employee-initiated transfer is any transfer initiated at the request of the employee to be placed on the transfer list; employees

teaching in positions requiring CLAD authorization must possess or be in the process of possessing CLAD authorization.

- b. Transfer lists will be developed to identify employees who wish to be contacted by Human Resources or site/program administrators in the event of a posted vacancy. Bargaining unit members on the transfer list are encouraged to provide supplemental information for the specific vacancies for which they are applying.
 - 1) Transfer List: A permanent or probationary employee, or a temporary employee who has completed a minimum of one full year of service, may apply to be placed on the Transfer List by submitting a Transfer List Request Form and a Transfer Application Form to the Certificated Human Resources Office between March 1 and March 31. Employees will thus be placed on the Transfer List, and will be notified by the Human Resources Department or site/program administrators regarding vacancies appropriate to their stated preference.
 - 2) After submitting the forms to be on a Transfer List, the employee may arrange for a meeting with the Assistant Superintendent, Human Resources (or designee), for the purpose of discussing the type of position desired and the possibilities for transfer.
 - 3) After the school year begins, between the first day of school and September 30, employees on the Transfer List will be sent written notice giving them the opportunity to remain on the Transfer List through December 31 of that school year, or to be removed from the list. Employees will be given a deadline date to respond, approximately two weeks after the date of the notice. After the designated deadline, only those employees designating that they wish to remain on the list will be automatically contacted for appropriate vacancies through December 31 of that school year.
- c. An employee not on a Transfer List may apply for any posted vacancy and will be considered if the request is received during the posting period, or prior to the start of the interview process if between July 1 and the first day of the following school year.
- d. If, after the school year has started, the District determines that a transfer will have an adverse effect on the program, the effective date of the transfer may be delayed, but in no event will it be later than the beginning of the following school year. A temporary employee must be assigned to the open position in the interim. If

the employee does not agree with the delay of the effective date, s/he shall be entitled to the appeal provisions of the District-initiated transfer provision in this Article.

- e. If an arbitrator rules that an employee other than the employee who was selected by the District should have been selected for a particular vacancy, then that employee shall not be placed in the vacancy at issue any sooner than the beginning of the school year which follows the date of the arbitrator's decision. However, the parties may mutually agree to an earlier date for placing that employee.

D. Posting Vacancies

1. For purposes of this Article, a vacancy is defined as a position that is one of the following:
 - a. An opening created by an addition to the number of current positions in the District.
 - b. An opening created by the resignation or retirement of an employee, unless the District determines not to fill the position.
 - c. An opening created by an employee going on leave of absence for a minimum of one semester.
 - d. Positions filled by temporary employees shall be considered vacancies for the sole purpose of placing District-initiated transfers. However, as of the last bargaining unit member work day of the school year, any position for which a temporary employee has received a contract shall not be considered a vacancy for the following school year.
2. If a vacancy occurs in any of the following positions - psychologist, counselor, teacher librarian, school nurse, or teacher on special assignment - it must be posted as a vacancy and not filled by reassigning another employee from a different position at the same site. This does not prevent the reassignment of employees within multi-school programs.
3. The completed posting for each vacant position shall include a detailed description of the job duties and qualifications which the District determines are essential for the vacant position and for which the applicant must have the proper credentials and appropriate experience. The posting may also include a list of program/site specific expectations.
4. The posting form for each vacant position shall be posted at the Education Center, on the District website and at each school site where

school is in session for at least five (5) days following the date of announcement. The position shall be filled only after the fifth (5th) day. Electronic copies of vacancy lists shall be sent to the President of the Association.

5. After July 1 and continuing until the first work day of the school year, vacant positions for the current school year shall be posted for two (2) days following the date of announcement. The position shall be filled only after the second (2nd) day.

E. Application for Posted Vacancies

1. Applications for posted vacancies shall be made by completing the Transfer Request Form and returning it to the Human Resources Office within the posted time.
2. Bargaining unit members on the transfer list are encouraged to provide supplemental information for the specific vacancies for which they are applying. Examples may include: a cover letter, resume and letters of recommendation.

F. Filling Vacancies

1. Before filling vacancies, the following shall occur:
 - a. District-initiated transfers shall be placed first in filling vacancies. Vacancies will not be posted until known District-initiated transfers have been placed.
 - b. Permanent/Probationary bargaining unit members returning from leave of absence.
 - 1) If the bargaining unit member notifies the District in writing of his/her return for the pending school year by February 15, s/he shall be reinstated to a position which is comparable to his/her previous position.
 - 2) If the bargaining unit member notifies the District in writing of his/her return for the pending school year after February 15, s/he may not necessarily be reinstated to a position which is comparable to his/her previous position.
 - c. Temporary bargaining unit members who have served 75% or more of the days school was in session, E.C. 44918), and who are not subject to release, may fill vacant positions at their current site.

- d. Categorically and externally funded bargaining unit members who have served 75% or more of the days school was in session have rights to a district-funded open position at their current site in the specific courses the unit members are currently teaching, if properly credentialed.
2. Subject to the requirement in 3. Below, the filling of vacancies shall occur in the following sequence:
 - a. Probationary or permanent applicants from either the Transfer List or bargaining unit members' transfer requests. Requests for specific openings must be submitted prior to the start of the interview process for that position.
 - b. Temporary bargaining unit members who have served 75% or more of the days school was in session (E.C. 44918), and who are not subject to release, from other sites.
 - c. Categorically and externally funded bargaining unit members from other sites who have served 75% or more of the days school is in session.
3. After April 15 before the school year in which a transfer is to become effective, unit members requesting transfers to another position shall receive the same consideration for a vacancy as other qualified applicants for the position (Education Code 35036).
4. Subject to the requirement in 3. above, if only one qualified probationary/permanent employee, or temporary employee who has reemployment rights has completed a minimum of one (1) full year of service, applies for transfer to a vacant position, and the position offers the FTE to which the employee is entitled as set forth in the completed posting form, then that employee shall be transferred to the vacant position.
5. Subject to the requirement in 3. Above, if more than one (1) qualified employee applies for transfer to a vacant position, the principal or program supervisor shall interview all such employees. The Assistant Superintendent, Human Resources (or designee) shall fill vacant positions based on the following criteria:
 - a. Grade level, subject, field and position for which the employee is best suited by qualifications and experience, and
 - b. Seniority (years of certificated service in the District as determined by service that meets the requirements for salary schedule

advancement as defined in Article XX, Salaries) when the above factors are equal.

6. Categorically or externally funded bargaining unit members will be moved to district funded positions that open during the school year at their site provided the openings are in the same specific courses that categorically or externally funded unit members are currently teaching. This change in funding will be for the same FTE as the unit member is currently working. (For example, a .600 FTE categorically or externally funded position will be changed to a .600 FTE district funded position).
7. Subject to the requirement in 3. Above outside candidates will not be interviewed for a specific vacancy unless no internal candidate who has the necessary qualifications and experience as set forth in the completed position form, applies.
8. The Assistant Superintendent, Human Resources (or designee) shall notify each applicant in writing when a decision regarding his/her application has been made. Upon request of the employee, s/he shall be given specific reasons in writing for being denied the position.
9. If, after the school year has started, the District determines that a transfer will have an adverse effect on the program, the effective date of the transfer may be delayed, but in no event will it be delayed later than the beginning of the following school year. A temporary employee must be assigned to the open position in the interim. If the employee does not agree with the delay of the effective date, s/he shall be entitled to the appeal provisions of the District-initiated transfer provision in this Article.
10. If an arbitrator rules that an employee other than the employee who was selected by the District should have been selected for a particular vacancy, then that employee shall not be placed in the vacancy at issue any sooner than the beginning of the school year which follows the date of the arbitrator's decision. However, the parties may mutually agree to an earlier date for placing that employee.

G. Bargaining Unit Members on Special Assignment (TSA)

1. SRVEA and District representatives will meet annually to discuss anticipated TSA positions for the following year. When TSA positions become available, they will be posted and open to all bargaining unit members. The selection panel for these positions will include SRVEA and District members.

When a bargaining unit member accepts a position as a TSA, his/her former position will be posted. For up to two years the TSA will have the

right to return to his/her home school. After two years the TSA will be guaranteed a position for which he/she is qualified in the District.

New TSAs will be evaluated during the first year of their assignment.

2. A bargaining unit member released for a period or more at the site with site controlled funds will not be considered a bargaining unit member on Special Assignment. These positions do not require district posting; however, all certificated bargaining unit members at the site must have the opportunity to apply according to a site-developed application process.

H. Independent Studies Program

Any full-time independent studies program shall have preliminary staff assigned prior to the end of the school year for the following year based on projected end of first month enrollment. Vacancies among staff shall be posted as required by this Article. After 25% of the school year has elapsed, new staff (not presently contracted) may be assigned to full-time independent study programs without posting the position if the total number of students in the District has not increased. Such new staff do not have the right to any permanent positions because they will not have served 75% of the year.

I. Opening of a New School or Reconfiguring an Existing School

Prior to posting or filling a vacancy created by the opening of a new school or reconfiguring a school (e.g., moving Sixth Grade to Middle School), the District and the Association agree to negotiate the process by which the vacancies shall be filled. If the parties are unable to agree in a timely manner on the process for filling of the vacancies, then the filling of the vacancies shall be governed by the preceding sections of this Article.

J. Committee on Assignments

A Committee on Assignments shall be established to evaluate and approve applications from bargaining unit members to teach outside of the bargaining unit member's credential authorizations as authorized by law. This committee shall be comprised of an equal number of bargaining unit members and administrators. The bargaining unit members and their terms shall be selected in a manner determined by SRVEA.

Every effort shall be made to schedule Committee on Assignments meetings during the regular work hours of the bargaining unit members. In the event that committee meetings are scheduled outside of such regular work hours, bargaining unit members shall be paid at the extra duty pay rate for bargaining unit members, or, if they should so elect, they shall be granted compensatory time off to be taken in half day increments at the bargaining unit member's discretion.

SRVEA does not waive its right to pursue remedies in any appropriate arena in the event that the District miss-assigns members of the bargaining unit.

ARTICLE XV

CLASS SIZE

- A. For purposes of this Article, "classroom bargaining unit member" is defined as classroom bargaining unit members, secondary vocational education bargaining unit members, secondary work experience bargaining unit members, secondary music bargaining unit members, and all temporarily contracted personnel holding these same positions.
- B. Staffing Guidelines
1. K-3 Classrooms shall be staffed at a site average enrollment of 24:1 with a maximum of twenty-four (24) students enrolled per class. This class maximum may be exceeded by two (2) students per class, for a total of twenty-six (26) students. After the tenth (10th) consecutive day exceeding twenty-four (24) students, the affected K-3 classroom teacher will be compensated for each additional student above twenty-four (24) at the rate of 37.5% of the negotiated certificated hourly rate per school day, retroactive to the first day of the overage.
 2. Beginning in 2022-23, grades 4 and 5 classrooms shall be staffed at a site average enrollment of 29:1 with a maximum of twenty-nine (29) students enrolled per class. This class maximum may be exceeded by two (2) students per class, for a total of thirty-one (31) students. After the tenth (10th) consecutive day of such class size overage, exceeding twenty-nine (29) students, the affected 4-5 classroom teacher will be compensated for each additional student above (29) at the rate of 37.5% of the negotiated certificated hourly rate per school day, retroactive to the first day of the overage.
 - Exception for the 2022-23 school year, classes currently over the grade 4-5 class maximum with thirty-two (32) students will remain and teachers will be compensated for each additional student over the total class enrollment of twenty-nine (29) students.
 3. TK shall be staffed with an enrollment of one (1) classroom bargaining unit member for every twenty-four (24) students maximum. To comply with state mandates, all TK classrooms with over twelve (12) students will be staffed with another adult.
 4. Class size provisions for Grades 1-5 apply to elementary preparation teachers except that overage compensation shall be prorated per preparation period at 7.5% of the certificated hourly rate.
 5. Each middle school (Grades 6-8) shall be budgeted and assigned at least one (1) FTE for every twenty-eight (28) students.

6. Each comprehensive high school (Grades 9-12) shall be budgeted and assigned at least on (1) FTE for every twenty-seven (27) students.
7. Class size shall not exceed the number of individual workstations or compromise student safety in the classroom.

C. Special Education

1. At each elementary site with at least one (1) SDC class, one (1) space shall be reserved for every three (3) special day class students who are included in a general education class. The District and SRVEA will update and extend to June 30, 2025, the SDC Integration MOU previously utilized during the 2018-19 school year.

2. Special education programs and classes shall have the following caseload and class size maximums:

- a. Full time Resource Specialists (RSP) shall have a maximum caseload of twenty-eight (28) students. Full time Resource Specialists (RSP) shall have a maximum of twenty-eight (28) students. These maximums may be exceeded for no more than twelve (12) consecutive school days without additional compensation.

1. RSP's with a full caseload of twenty-eight (28) eligible students will receive additional compensation for any work performed outside of the workday conducting initial assessments. Upon approval from the site Principal, compensation will be at that instructional hourly rate up to eight (8) hours per assessment.

- b. Speech Language Pathologists (SLP) shall be staffed so that the average caseload per full-time member shall not exceed fifty-five (55) cases.

- c. Pre-school SDC class size and caseload shall be 12:1.

- d. Caseloads in Grade TK-5 Special Day Classes shall have the following maximums:

1. Mild	14 students
2. Moderate	12 students
3. Intensive	12 students
4. Counseling Enriched	10 students

e. Caseloads in Grades 6-12 Special Day Classes shall have the following maximums:

- | | |
|------------------------|-------------|
| 1. Mild | 16 students |
| 2. Moderate | 15 students |
| 3. Intensive | 15 students |
| 4. Counseling Enriched | 12 students |

f. Special Day Class teachers in Adult Transition shall have a maximum caseload of sixteen (16) students.

g. With a member signed waiver, the class size and caseload limits may be exceeded by up to two (2) students for up to twelve (12) consecutive days without additional compensation. Beginning the thirteenth (13th) day of increase beyond the limit, the impacted teacher shall be compensated 3.5% of the unit member's monthly salary for each student in excess of the limit, retroactive to the first day of overage.

3. Elementary SDC Prep Time Stipend

a. Elementary SDC teachers will receive a \$2,000 annual stipend of which \$1,000 will be paid in December and \$1,000 will be paid in June, in acknowledgment of the additional time and workload associated with their duties.

D. The ratio of counselors to students at the high school level shall be one (1) counselor per 400 students, and at the middle school level the ratio shall be one (1) counselor per 600 students. Each secondary site shall be assigned a minimum of one (1) full-time counselor. At the elementary level, counselors shall be staffed at an average of .5 FTE across all sites.

E. School Psychologists ratios as follows:

- Counseling Enriched classes will be assigned 0.75 FTE School Psychologist per class.
- Each comprehensive high school shall be staffed and assigned School Psychologists based on total student enrollment as follows:

Up to 2,699	2.0 FTE
2,700 – 2,999	2.5 FTE
3,000+	3.0 FTE
- The Alternative Education and Adult Transitions program will be provided with direct School Psychologist support. The total FTE of this support shall be reviewed and determined on an annual basis by the Special Education management team.

- Each middle school shall be staffed and assigned School Psychologists based on total student enrollment as follows:

Up to 749	0.8 FTE
750+	1.0 FTE

- Each elementary school shall be staffed and assigned School Psychologists based on total student enrollment as follows:

Up to 499	0.4 FTE
500-599	0.5 FTE
600-699	0.6 FTE
700-799	0.7 FTE
800-899	0.8 FTE
900-999	0.9 FTE
1,000+	1.0 FTE

- Each elementary school will be staffed and assigned an additional 0.1 FTE for each Special Day Class, including preschool.

F. Nurses shall be staffed at a ratio of one nurse (1) FTE per 3,000 students districtwide.

G. Secondary teacher librarians will be staffed at a minimum of 1.0 FTE per site with an additional 1.0 FTE assigned for sites where student enrollment exceeds 2,500 students.

H. Social workers shall be staffed at a ratio of a minimum of one social worker (1) FTE per 3300 students district wide.

I. The maximum class size for secondary Physical Education classes shall not exceed fifty (50) students.

J. High school classroom teachers shall not exceed one hundred sixty-five (165) rostered students in any one semester with the following exceptions: performing arts, physical education, or any unit member already receiving a stipend or additional preparation period to compensate the unit member for the rostered student overage. The one hundred sixty-five (165) rostered student maximum will be prorated based on FTE for unit members teaching more than or less than five (5) classes.

K. Middle school classroom teachers shall not exceed one hundred ninety-two (192) rostered students in any one semester, with the exception of performing arts and physical education, or any unit member already receiving a stipend or additional preparation period to compensate the unit member for rostered student overage. The one hundred ninety-two (192) rostered student maximum will be prorated based on FTE for unit members teaching more than or less than six (6) classes.

L. Teaching Assistants (TA's) and Student Support (e.g. Access, Tutorial, etc...) are excluded from the rostered student maximum.

M. Rostered Student Overages

The high school and middle school rostered students in sections G, H, and I above may be exceeded at the beginning of each semester to align with the school's add/drop period. In the event that the total number of rostered students exceeds the above identified maximum at the conclusion of the add/drop period, upon written agreement the impacted teacher shall be compensated 7.5% of the negotiated hourly rate, per student, per day the student is rostered, retroactive to the first (1st) day of the semester.

N. Master Scheduling Process

At least thirty (30) days prior to the end of each school year, principals will collaborate with Department representatives and site staff regarding the development of the master schedule.

ARTICLE XVI

LEAVES

A. General Provisions

1. No leaves shall be considered an interruption in the continuity of services for the purpose of establishing the date of hire as applied to the Education Code, Section 44955 (Reduction in Force). However, the actual time on leave shall not be counted toward meeting the seventy-five percent of the school year requirement for permanent status.
2. All employees on leave of absence are encouraged to notify the District as soon as possible of their intent to return for the next school year. An employee on leave shall be reinstated in a position comparable to that occupied prior to the leave, provided that the employee notifies the District on or before February 15 of the employee's intent to return to the District the next school year. An employee on leave who notifies the District after February 15 of his/her intent to return to the District the following school year shall be guaranteed a position, but not one necessarily comparable to that occupied prior to the leave. The right of an employee on leave who fails to notify the District prior to July 1 of that employee's intent to return to the District the following school year shall be governed by Education Code, Section 44842 (Automatic declining of employment). An employee on leave may be subject to reassignment or transfer for the same reasons that any other employee may be reassigned or transferred. At the time an employee requests a leave, the District shall notify that employee of the provisions of this paragraph.
3. If any leave, except as otherwise provided for in this Agreement, causes an employee to serve on a job less than seventy-five percent of the employee work year as defined in Article XII: Calendar, salary credit advancement shall not be given the following year.
4. Any employee of the unit on an unpaid leave provided in this Article may continue membership in group health and welfare programs by paying the appropriate premiums to the District.
5. Any employee who seeks an extension of health leave, child-rearing leave, or study leave shall make application no later than eight (8) weeks preceding the expiration of the original leave.
6. A physician's certification may be required for absence due to illness, substance abuse program, accident, or quarantine that consists of five (5) or more consecutive days. The Superintendent may require, where any absence for illness, substance abuse program, accident, or quarantine is taken during a work stoppage, a statement from the attending physician

for such absence. The expense, if any, for this statement verifying valid absence during work stoppage shall be paid by the District if the employee's medical plan does not cover such expense.

7. Employees on leave of absence with pay shall receive wages and health and welfare benefits in accordance with the provisions of this Article and the health and welfare provisions of this Agreement.
8. Unless specifically stated otherwise, no leave provided for in this Article may be used for the purpose of participation in work stoppages or political protests
9. No leave may be taken in increments of less than one-half (½) day. A copy of the Request for Leave of Absence is included in Appendix D.

B. Leave of Absence Without Pay

1. The Superintendent (or designee) may grant leaves of absence without pay for a period of up to thirty (30) calendar days.
2. Leaves of absence without pay in excess of thirty (30) calendar days may be approved by the Board of Education upon the recommendation of the Superintendent (or designee).
3. Leaves of absence without pay may be granted for the following reasons: child care, study, travel, professional enrichment, restoration of health, and disabilities in the immediate family.
4. Sick leave shall not be honored when an illness or injury occurs during a leave without pay except when 1) it is known in advance of the beginning of the leave without pay that a temporary disability, i.e., pregnancy-related or elective surgery, will occur during the leave, and 2) a physician has so verified in advance of the leave that such temporary disability will occur. If an employee begins his/her leave without pay prior to the beginning of the physician's verified temporary disability described under this Section, the District shall continue to pay the District's contribution toward health and welfare benefits for the balance of the month in which the leave without pay begins.
5. Upon request of the employee, any probationary or permanent employee of the District may be granted unpaid leave of absence, for reasons of personal health. Such leave shall be for not more than one (1) year per each request.
6. Employees shall be required to provide a written statement from a physician certifying the employee's need for the health leave of absence in B.5 above and the ability to return to full-time service following leave of

absence.

7. A leave of absence for one (1) year without pay may be granted to any member of the unit for the purposes of participation in:
 - a. Exchange teaching programs in other states, territories, or countries. Exchange teaching agreements requested by an individual bargaining unit member and approved by the Board may contain salary provisions for leave with pay.
 - b. Foreign or military teaching programs: The member shall advance the number of steps on the salary schedule equivalent to the time on leave for leaves taken in accordance with this item. These leaves may be extended for not more than one (1) year.

C. Professional Development Leave

1. Professional development shall be defined as any activity which enhances the unit member's ability to fulfill his/her role and contributes to the improvement of the educational program of the District.
2. A committee to review requests will be composed of the Superintendent (or designee), two administrators, and three bargaining unit members selected by the Association. This committee's function shall be to make recommendations only. An application shall be submitted by the employee to this committee, outlining the proposed course of study or travel, how it is related to improvement of the education program of the District, and any financial compensation to be received. The committee recommendation to the Board shall be based on the merit of the application and the personnel impact to the District program. The Board of Education shall make all final determinations. The decision of the Board shall be final and not subject to the grievance process.
3. Professional development leave may be granted to any permanent employee who has been employed by the District for at least seven (7) consecutive years preceding the granting of the leave. This leave shall be a minimum of one semester and not exceed one (1) year. No more than one leave per person may be granted in any single seven (7) year period. An employee may apply for less than a full leave subject to approval by the committee.
4. Every effort should be made to submit the application for leave no later than March 15 for the following Fall, and no later than October 1 for the following Spring semester. Employees on professional development leave shall be required to perform such services as shall be agreed upon by the employee concerned and the Board, with the approval of the Superintendent.

5. An employee on leave shall receive the difference between his/her salary and the salary paid to a replacement bargaining unit member. The replacement bargaining unit member salary will be calculated as the average cost for a new bargaining unit member for the year of the leave. Salary schedule credit for a year's service shall be granted for professional development leave. This leave is not intended for the purpose of providing an opportunity for financial gain beyond the employee's regular salary.
6. An employee on Professional Development Leave may continue membership in group health and welfare programs by paying the appropriate premiums to the District. As this leave may affect the employee's STRS service credit, the employee should consult with STRS for specific details.
7. Required Agreement: Prior to a professional development leave, unit members shall file with the District a written contract which requires them to repay the District an amount equal to the gross salary paid the unit member during the period of personal enrichment leave should the unit member fail to return to the employ of the District and render a period of service following his/her return from leave of absence which is equal to the period of leave.
8. Effect of Injury or Illness: If injury, illness, or death prevents fulfillment of the agreement to return to service in the District, no repayment of leave salary shall be required. Both the Board of Education and the District shall be free from any liability for the payment of any compensation or damages provided by law for the death or injury of any unit member employed in a position requiring certification qualifications when the death or injury occurs while the unit member is on leave of absence.

D. Exchange Bargaining Unit Member Leave

The same salary credit as if teaching were done in this District shall be given a bargaining unit member who is granted a leave to serve as an exchange bargaining unit member. Such exchange bargaining unit member agreements shall receive prior Board approval.

E. Sabbatical Leave

1. Sabbatical leave may be granted to any permanent employee who has been employed by the District for at least seven (7) consecutive years preceding the granting of the leave. This leave shall not exceed one (1) year and not more than one (1) leave per person may be granted in any single seven-year period.

2. Employees on sabbatical leave shall be required to perform such services as shall be agreed upon by the employee concerned and the Board, with the approval of the Superintendent. This agreement shall be in writing and shall be submitted to the Board by May 1, prior to the year of sabbatical.
3. Salary credit for a year's service shall be granted for sabbatical leave. An employee on sabbatical leave shall receive one-half ($\frac{1}{2}$) the salary the employee would have received during the period of the leave if he/she had continued his/her regular service during such period.
4. A sabbatical leave may be granted at one-half ($\frac{1}{2}$) salary for one (1) semester.
5. A committee to review requests will be composed of the Superintendent (or designee), two (2) Board members, two (2) administrators, and two (2) bargaining unit members. This committee's function shall be to make recommendations only. A letter shall be submitted by the applicant to this committee, outlining the proposed course of study, or travel, and how it is related to improvement of the education program of the District.
6. The employee who is granted a leave under these provisions shall agree, in writing, to return to the District (following the year of sabbatical leave) for a period which is twice the duration of the sabbatical and shall submit a comprehensive report within one (1) month of his/her return to the District.
7. The Board of Education shall make all final determinations based on the merits of the application and the fiscal condition of the District.

F. Bereavement Leave

1. Members of the immediate family for purposes of this Section shall be the spouse, domestic partner, son, daughter, foster son/daughter, adopted son/daughter, mother, father, grandmother, grandfather, sister, brother, niece, uncle, aunt, nephew, grandchild or any person living in the immediate household of the employee. "Step" relatives, in-laws and domestic partner relatives in the above categories are included for purposes of this Section.
2. In the event of death in the family of an employee, three (3) days of bereavement leave with pay shall be granted. Two (2) additional days with pay shall be granted if travel in excess of 300 miles one way is required.
3. In extenuating circumstances, up to seven (7) days bereavement leave for individuals covered under F.2 may be granted by the Assistant Superintendent, Human Resources or designee.

4. Personal Necessity leave to attend the funeral of individuals not covered in F.1, may be granted by the Assistant Superintendent, Human Resources or designee.

G. Pregnancy Disability Leave

1. Employees shall be entitled to utilize sick leave, including Extended Illness or Injury Leave (see Section H. of this Article) for the period of time that they are temporarily disabled resulting from the employee's pregnancy and childbirth or miscarriage.
2. The length of the leave of absence, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the employee and the employee's physician and filed in the District Human Resources Office. Paid leave, however, is limited to the period of time specified in paragraph 1 above.
3. The employee shall notify the District of her pregnancy at least thirty (30) days prior to the best estimate of her expected date of delivery as verified by her physician.
4. The manner of reporting absence for a temporary disability resulting from pregnancy, and childbirth or miscarriage, shall be the same as the manner of reporting sick leave except as noted above.
5. Leaves of absence for purposes related to pregnancy which are in addition to sick leave granted for the temporary disability are to be granted in accordance with the Leave of Absence Without Pay section of this Article (Section B.).

H. Parental Leave with Pay (AB 2393)

1. Unit members may elect to utilize up to 12 weeks of sick leave and extended sick leave (differential leave) for child bonding leave occasioned by the birth of the unit member's child, or the placement of a child with the unit member in connection with the unit member's adoption or foster care of the child as provided by the California Family Rights Act (CFRA).
2. Unit members who have been employed for at least 12 months are eligible to take this leave.
3. For mothers, the 12 week child bonding leave will not commence until the conclusion of any pregnancy disability leave. For non-birthing parents, the 12 week child bonding leave shall commence on the first day of such leave.
4. The leave must be completed within one calendar year of the birth, adoption or placement.

5. Pursuant to Education Code section 44977.5, if the unit member exhausts his/her accumulated sick leave prior to expiration of the 12 week child bonding leave, s/he shall be entitled to differential pay as defined in Education Code section 44977.5 for the balance of the 12 week period.

Effective January 1, 2019, unit members to whom this section applies shall be paid no less than 50% of their regular salary for the duration of their differential leave.

6. The unit members must provide the District at least thirty (30) days prior notice of intent to take child bonding leave, except in the case of emergency.
7. A Unit Member on leave under this provision shall not result in the forfeiture of probationary or permanent status.
8. A Unit Member's health benefits will continue while on leave under this provision.

I. Illness, Accident, or Quarantine Leave

1. Full-time Employees:

- a. One (1) day of sick leave at full pay shall be available to all employees for illness, accident, or quarantine for each school month. For full-time employees with the regular work year, this shall be ten (10) days. Employees whose regular work year assignment is from one hundred ninety (190) to two hundred ten (210) days shall be provided eleven (11) days per year.
- b. For those employees hired after the first working day of the school year, fifty percent (50%) or more of the school days in the first month of employment shall be regarded as a full month for purposes of computing sick leave as defined in paragraph (a) above.
- c. Sick leave shall be accumulated without limit.
- d. The Board shall provide each employee with a written statement of accumulated sick leave total, including the days of sick leave credited for the ensuing school year. Such statement shall be issued on an annual basis, within ten (10) weeks of the first day of instruction of each school year.
- e. A physician's certification may be required for any absence due to illness, substance abuse program, accident, or quarantine that consists of five (5) or more consecutive days. The Superintendent may require, where any absence for illness, substance abuse

program, accident, or quarantine is taken during a work stoppage, a statement from the attending physician for such absence. The expense, if any, for this statement verifying valid absence during work stoppage shall be paid by the District if the employee's medical plan does not cover such expense.

- f. The Human Resources Office shall send a certified statement of accumulated unused sick leave to another California public school district upon request. In order to be eligible for this transfer of accumulated sick leave, the employee shall have accepted employment in a second California public school district not later than one (1) year after terminating employment in this school district.
- g. Upon notification by an employee and verification from a previous California public school district employer, the Human Resources Office shall transfer to the employee's sick leave account any and all sick leave accumulated during employment in the previous California public school district.
- h. An employee may annually use six (6) sick leave days for illness of a child, parent, spouse or domestic partner.

- 2. Part-Time Employees. Part-time certificated employees shall accrue sick leave as time served is proportional to the time served by a full-time employee.

J. Extended Illness or Injury Leave

- 1. When an employee is absent from his/her duties on account of illness, substance abuse program, or accident for a period of one-hundred (100) days or less, the amount deducted from the salary due the employee for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee employed to fill the position during his/her absence, or, if no substitute employee is employed, the amount which would have been paid to the substitute. In no event shall the deduction exceed fifty percent (50%) of the employee's regular monthly salary.
- 2. The above period of time shall commence after all accumulated sick leave has been taken.

K. Personal Necessity Leave

- 1. An employee may use not more than seven (7) days of accrued sick leave in any fiscal year for a personal necessity provided the employee's absence is required for any one of the following reasons:

- a. Bereavement leave, which is required beyond that provided for in Section F. of this Article. Bereavement absence to attend the funeral of individuals not covered by Section F. of this Article may be granted by the Superintendent (or designee).
 - b. An accident to or illness of a member of the employee's immediate family as defined above.
 - c. An accident involving the employee's property or the property of a member of the employee's immediate family as defined above.
 - d. The adoption of a child.
 - e. Paternity leave which may be taken at the time of birth or immediately thereafter.
 - f. Observance of religious holidays that require total abstinence from work.
 - g. Compelling personal business.
2. Prior approval is required to utilize personal necessity leave except for reasons (a.) (b.) and (c.) above or if extenuating circumstances necessitate an absence without the opportunity to request approval.
 3. For reasons (a.) (b.) and (c.) above and for those with extenuating circumstances, the approval shall be requested by the employee within two (2) days of the employee's return to duty. The Superintendent may require, where leave is taken for reasons (b.), (c.), or extenuating circumstances during a work stoppage, an acceptable written verification of the accident, illness, or extenuating circumstances. A request for approval subsequent to the leave may result in a loss of pay if the absence was not a personal necessity.
 4. For reason (g) above, no reason must be given and no prior approval is required. Unit members may not take more than three (3) compelling personal business days per school year and may not be used on a Staff Development Day.

These days are not intended for personal convenience, vacation, extension of a holiday or recess period, or for matters that can be addressed outside regular work hours.

L. Discretionary Leave

1. Employees may use two (2) days of leave with no salary deduction or reduction of sick leave for personal reasons.

2. Employees may use five (5) days of additional discretionary leave in any fiscal year at their own discretion, with substitute pay deducted, pending prior approval of the Personnel Administrator. These discretionary days are not intended for personal convenience, vacation, the extension of a holiday, or for matters that can be taken care of outside regular working hours. An employee may choose to use up to five (5) days of personal necessity leave rather than have substitute pay deducted, if the employee has such leave available. Should an extreme emergency occur, the employee may petition the Superintendent or his/her designee for additional discretionary leave with substitute pay deducted.
3. No discretionary leave may be used on staff development days.

M. Jury Duty and Court Appearances

1. Employees who are subpoenaed to appear in court as witnesses in other than their own personal cases shall be allowed full salaries during their required absence. Employees of the unit serving on jury duty may do so with full salary. Any compensation, minus mileage expenses, received for the above court appearances on a prescribed workday shall be endorsed over to the District so that the employee's compensation for any days of absence shall not be in excess of, nor less than, his/her regular pay.
2. Upon receipt of a subpoena or upon notification of jury or grand jury duty, it is the obligation of the employee to immediately inform his/her supervisor and make a request for leave of absence through the Human Resources Office. A copy of the completion of service must be sent to Human Resources within five (5) working days of the employee returning to work.
3. No salary shall be paid for absences due to cases where an employee initiates a lawsuit against the District.

N. Legislative Leave

1. Permanent employees who are elected to the California Legislature or the U.S. Congress shall be granted an unpaid leave of absence from his/her duties as an employee of the District.
2. Permanent employees who are elected or appointed to statewide public office may be granted an unpaid leave of absence for the duration of the time initially elected or appointed.
3. An unpaid leave of absence of not more than one (1) semester may be granted to a permanent employee for the purpose of campaigning for statewide public office or the State Legislature, or the U.S. Congress.

4. During the term of such leave of absence, the employee may be employed by the District to perform less-than-full-time service requiring certification qualifications. Compensation and benefits shall be the same as those of any other part-time employment.
5. Such absence shall not affect in any way the classification of such employee.
6. Within six (6) months after the term of office expires, an employee elected to statewide public office, the Legislature, or the U. S. Congress shall be entitled to return to the position held or a comparable position to the one held by him/her at the time of his/her election at the salary to which s/he would have been entitled had s/he not absented himself/herself from the service of the District under this Section.
7. An employee elected or appointed to a statewide public office, the State Legislature, or to the U.S. Congress shall be entitled to return to his/her position or a comparable position, but shall not be entitled to advance on the salary schedule.

O. Association Leave

1. Association President's release time:
 - a. The District shall grant up to full-time release for the Association President upon request.
 - b. The Association President shall receive compensation and benefits as though s/he were a regular full-time employee of the District.
 - c. The Association President shall be advanced on the salary schedule as though s/he had been a regular full-time employee.
 - d. The Association shall reimburse the District for all salary and benefit costs in an amount equal to the rate of the lowest paid temporary employee in the District as of the first day of school annually.
 - e. The Association President shall have the right to return to the exact position and school s/he left prior to receiving Association Leave.
 - f. Other provisions of Association leave included in this Contract are not affected by this leave.
2. Association representatives shall be allowed a total of forty-five (45) days release time per school year for Association business, with thirty-five (35)

of these at the discretion of the Association and ten (10) with three (3) days' notice to the Superintendent (or designee). Additional days may be granted upon approval of the Superintendent (or designee). This leave may be taken by any person designated by the Association President. These days shall not be accumulated from year to year.

3. Notification of these days shall be given to the building principal, or immediate supervisor where an employee is not assigned to a school, at least two (2) days prior to the release time. At the discretion of the building principal or immediate supervisor, this notification requirement may be shortened in individual cases.
4. The Association shall reimburse the District for this release time at the daily substitute rate.
5. In addition, a reasonable number of days shall be provided for negotiations and grievance processing.

P. Industrial Accidents and Illnesses

1. An employee who is absent due to a verified work-related illness or injury shall be allowed up to sixty (60) days paid leave in a fiscal year.
2. The sixty (60) day leave shall only include days during which the schools are required to be in session or when the employee would have been performing work for the District.
3. Industrial accident leave does not accumulate from year to year.
4. Industrial accident leave commences on the first day of absence.
5. When an industrial accident leave overlaps into the next fiscal year, the employee shall be entitled to use only the amount of unused leave due for the same illness or injury.
6. Upon expiration of paid industrial leave, an employee may elect to use sick leave and may apply that portion of sick leave that, when added to temporary disability award, shall result in payment of not more than the regular monthly salary.
7. Upon exhaustion of accumulated sick leave, an employee may utilize extended illness or injury leave.
8. The District shall deduct normal retirement and other authorized deductions from the employee's warrant.

9. Any industrial accident or illness report filed by the employee shall remain on file in the Human Resources Office.

Q. Military Leave

1. The permanent status of an employee shall not be affected by virtue of his/her call to active duty in any branch of the armed forces of the United States of America or the State of California.
2. During Reserve Corps and National Guard emergency military service periods, the time for which is ordered by the President of the United States or the Governor of California, the employee shall be granted leave as necessary.
3. Any employee who is on military leave of absence and who has been in the service of the District on the last working day prior to the day on which the absence begins, shall be entitled to receive his/her salary or compensation for only the first thirty (30) calendar days of any absence.
4. Such absence does not affect classification and does not constitute a break in service, although s/he may not count such absence as part of the service required as a condition precedent to permanent classification.
5. The employee is entitled to his/her former or a comparable position at a salary s/he would have received had s/he not been in the military service, if the employee requests such placement within six (6) months of release from military service. The returning employee must return to work no later than the beginning of the next semester after requesting placement.

R. Pre-Retirement Leave

A unit member, who is at least fifty (50) years of age and has taught at least ten (10) years in the District, shall be granted upon request an unpaid leave of absence for a maximum of five (5) years. During this leave, the unit member may retain, at his/her own expense, insurance coverage as provided in Article XXI, Health and Welfare Benefits. The unit member may resign at any time prior to the end of the leave. At the end of this leave, the unit member shall retire. If the unit member wants to return to employment before the end of the leave, s/he may do so only if the District approves.

S. Family Care Leave

District agrees to provide Family and Medical Leave pursuant to Federal Family and Medical Leave Act of 1993 and California Family Rights Act of 1993.

T. Catastrophic Illness or Injury Leave

1. Catastrophic illness or injury means a personal incapacitating illness or injury which is expected to continue for an extended period of time as

verified by appropriate physician and prevents the member from performing regular assigned work.

2. Participation

- a. Participation in the bank is voluntary. At the beginning of each school year there will be an open enrollment period coinciding with the health benefits open enrollment period. Unit members must have twenty (20) days of accumulated sick leave as of the first duty day of that school year to be eligible for the bank. Eligible unit members must notify the Human Resources Office, in writing, during the designated open enrollment period, of their desire to participate in the bank. The maximum anyone can contribute to the bank at any one time is one (1) sick leave day.
 - b. All unused days contributed to the bank will be carried over from year to year. If at the end of the previous school year the total number of days in the bank is reduced to fewer than two hundred (200) days, the Human Resources Office will notify the bank membership, prior to open enrollment, that a new assessment of one day of sick leave per member will be made.
 - c. Members who have accessed benefit from the bank may re-enroll in the bank when they have twelve (12) days of accumulated sick leave.
3. Applicants for benefits from the leave bank must make application through the catastrophic leave bank committee. Only individuals who have contributed to the bank will be eligible for benefits.
4. Catastrophic Leave Bank Benefit: After all sick leave has been exhausted, and after fifty (50) days of extended sick leave (substitute deduct) have been utilized, up to twenty (20) days of fully paid sick leave, at the member's regular daily rate of pay, may be withdrawn from the bank. The member is then eligible for the remaining fifty (50) days of extended sick leave. These sick leave and/or extended sick leave days need not be used consecutively. A maximum of 200 sick days district-wide may be withdrawn annually from the bank. Sick leave from the bank may not be granted for periods of disability when benefits are being paid to the unit member under Worker's Compensation.
5. Those employees enrolled in the bank will automatically

continue their participation from year to year unless they notify the Human Resources Office, in writing, of their intent to withdraw from the bank. Such withdrawal from the bank must occur during the open enrollment period, and will not result in reinstatement of the time contributed to the bank.

6. A catastrophic leave bank committee will be established to review and either approve or deny requests. The committee will consist of two (2) administrators, and two (2) bargaining unit members selected by the Association. Approval of sick leave requests will require agreement among at least three (3) of the four (4) members. Approval or denial of catastrophic leave requests by the catastrophic leave bank committee shall be final and not be subject to appeal or subject to the grievance procedure of this Agreement. The committee shall not grant more leave than is contained in the bank.

ARTICLE XVII

JOB-SHARING

- A. Bargaining unit members may participate in job-sharing subject to the recommendation of the principals/supervisors involved and the approval of the Superintendent (or designee). Job-sharing is defined as a situation in which a commitment to one position is shared by two employees who interrelate by sharing both the responsibility for a specific group of students and adjunct duties required by that position. Job-shares shall be approved on a year-to-year basis.
1. When the job-sharing involves two (2) employees who are regular employees:
 - a. The employees shall take a percentage leave of absence equal to the percent of time they will not be working. The vacancy created by two (2) employees filling one (1) job shall be filled by a temporary employee.
 - b. Job-sharing may be terminated at the end of a semester if the principal/supervisor determines that job-sharing is not in the best interest of the students. The employees in job-sharing at the time of termination of the program will be offered positions appropriate to their full-time equivalent status. The affected temporary employee will be offered another position consistent with his/her contract.
 2. When the job-sharing involves a regular full-time employee and an individual not yet employed:
 - a. The regular employee shall take a leave of absence equal to the amount of time s/he will not be working.
 - b. The new employee shall be given an equivalent percentage time contract as a temporary employee.
- B. Each one-half (1/2) time or more employee shall receive the appropriate prorated District contribution toward a full-time employee's health and welfare benefits.
- C. Employees on a job-sharing contract are only required to serve their proportionate share of the seventy-five percent (75%) of the employee work year as defined in Article XII Calendar for salary credit advancement. Example: Bargaining unit member job shares two (2) days a week. Work year is 186/187 days. Full year of job share would be forty percent (40%) of 186/187 or 75 work days. Seventy-five percent (75%) of full year job share portion (75 work days)

would be 57 days. Assuming that the bargaining unit member was on the job 57 days, s/he would be eligible for salary step advancement.

- D. Bargaining unit members who desire to job-share may contact the District Human Resources Office to have their names put on a job-share list. The Human Resources Office will make this list available to other bargaining unit members wishing to job share.
- E. If a request for job-sharing is denied, the employees involved may request in writing that the principal involved meet with the employees and/or provide a written explanation of the denial. Such meeting and/or explanation shall be scheduled and/or provided within 30 days of the employee's request.

ARTICLE XVIII

EARLY RETIREMENT

A. Early Retirement Consulting Contract

1. Eligibility

The Board of Education may contract with retired employees under the age of seventy (70) to furnish special services and/or advice in educational, financial, economic, accounting, engineering, or administrative matters. Any person retained to furnish such services, hereinafter called "early retiree," shall meet the following requirements:

- a. S/he is specially trained, experienced, and competent to render special services.
- b. The special services to be furnished by him/her are not available from public sources.
- c. S/he was an employee of the district for the equivalent of ten (10) years immediately preceding his/her resignation and retirement.
- d. S/he is at least fifty-five (55) years of age.

2. Services

An early retiree so retained shall furnish an agreed-to number of days a year for special services and/or advice including, but not limited to, the following:

- a. Demonstration teaching
- b. Preparing staff development and in-service programs
- c. Assisting with testing programs
- d. Compiling and analyzing test data
- e. Orienting and assisting new bargaining unit members
- f. Designing and producing programs
- g. Preparing or updating curriculum guides
- h. Updating and revising school district publications

- i. Developing or updating instructional materials
- j. Substitute teaching
- k. Other projects as designated by the Superintendent

3. Compensation

The District shall pay the consultant \$250 per day to a maximum of \$7500 per year.

4. Term

The term of any agreement for special services and/or advice under this procedure may not exceed five (5) years. Any agreement with an early retiree for the furnishing of special services and/or advice shall be terminated automatically at the end of the fiscal year in which the early retiree reaches the age of seventy (70) or upon the reemployment of the early retiree in a position requiring certification other than as a substitute bargaining unit member on a day-to-day basis.

5. Expenses

An early retiree shall bear and be solely responsible for payment of all expenses including, but not limited to, travel expenses and clerical costs incurred in connection with performance of the agreement to furnish special services and/or advice, unless such expenses are approved in advance by the Superintendent (or designee).

B. Phased-In and Early Retirement

The Association and the District shall meet annually to determine what, if any, early retirement options may be offered. These meetings shall commence no later than January 15 (or a date mutually agreeable to both parties) to determine options for the following school year.

In addition to the above early retirement provision, employees who are eligible may, in accordance with the Education Code, Sections 44922 and 22724, apply for participation in a part-time phased in retirement leave. This leave will be granted to eligible bargaining unit members only once for up to four (4) consecutive years. These guidelines include Education Code regulations as follows:

- 1. Employee must be at least 55 years of age prior to workload reduction.
- 2. The leave shall not extend beyond the end of the school year during which the employee reaches his or her 70th birthday.

3. Employee must have worked at least 10 years full-time in a position requiring STRS membership, for which the five (5) years immediately preceding the reduced workload were full time without a break in service.
4. Minimum part-time employment shall be the equivalent of half-time (.500 FTE) contract.
5. Both the employee and the District contribute to STRS at a full time rate.
6. The employee receives health benefits as if full time.
7. Salary is paid at part-time rate and leaves are accrued at full time rate.

Employees who participate in this program may retire any time during the four (4) years, but are expected to retire at the end of the fourth year. Employees who elect not to remain on leave for the full four (4) years or not to retire at the end of the fourth year, must inform the District in writing no later than November 1st of the school year preceding return to work. Employees must return to full time status the following year.

ARTICLE XIX

SAFETY CONDITIONS OF EMPLOYMENT

- A. The District shall provide working conditions that are conducive to the health, safety, and well-being of the employee. These conditions may include but are not necessarily limited to: adequate toilet facilities, adequate ventilation, adequate heat, and proper disposal of chemical waste. Both parties agree to participate in good faith on a health and safety committee to resolve issues presented by either party.
- B. All non-emergency maintenance and repair which involves excessive noise and/or odor shall be done so as not to interfere with the instructional program.
- C. Employees shall not be required to participate in work related activities under conditions which may physically endanger their personal health and safety.
- D. Employees shall immediately report cases of assault and/or battery suffered by them within the course and scope of their employment to the principal or immediate supervisor, and such report shall be reduced to writing as soon as possible. The principal or immediate supervisor shall report the incident to the appropriate law enforcement agency.
- E. An employee may use reasonable force on a pupil to protect himself/herself from attack or injury, to protect another employee or pupil from attack or injury, or to quell a disturbance which threatens physical injury to an employee or pupil. Reasonable force shall mean the same degree of physical control over a pupil that a parent would be legally privileged to exercise but which in no event shall exceed the amount of physical control reasonably necessary to protect the physical safety of employees or pupils.
- F. Bargaining unit members who are requested to enroll students who are known to have been previously removed from a classroom or school because of disciplinary problems that may threaten a bargaining unit member's safety shall be made aware of the student's discipline record.
- G. Prior to the end of the first week of school the District shall provide each employee with a copy of Discipline Code and Behavior Guideline as amended or revised. Any new bargaining unit member shall receive a copy of the Discipline Code and Behavior Guidelines within one week of employment.

ARTICLE XX

EVALUATION PROCEDURE

A. Introduction

High quality instruction is a key element of a successful educational program. The evaluation process in the District is designed to recognize and praise professional performance and to provide the assistance and direction to improve teaching performance. Evaluation of certificated personnel is a continuing process established to provide a process for growth.

B. General

1. There shall be two evaluation plans: Plan A and Plan B. The description of these plans and the circumstances under which each is to be utilized shall be as set forth below in Section C.
2. Certificated personnel with permanent status in the District shall be evaluated according to these procedures at least every other year.
3. Permanent employees who are transferred due to a District-initiated transfer shall not be evaluated during the first year of their new assignment unless their most recent summary evaluation was designated unsatisfactory. If an employee is a District-initiated transfer and was designated unsatisfactory, the employee's status as temporary, probationary or permanent will determine the evaluation process available as described above.
4. All non-permanent certificated personnel shall be evaluated each school year.
5. Contracted employees who are employed after the start of the academic year shall be provided by their evaluator a revised timeline for the evaluation process as appropriate. The adjusted time schedule must be changed by the evaluator to give the employee as much time in the process as possible considering the necessities of meeting any deadlines mandated by the Education Code.
6. Informal observations may be made in a non-evaluation year and an informal discussion between the employee and the evaluator may be held. No written observation shall be made unless the evaluator has identified an area which is unsatisfactory or in need of improvement and the employee, after a reasonable amount of time, has not remedied the problem.

C. Evaluation Plans

1. Plan A

a. General

- 1) Plan A is the basic evaluation instrument for all employees. The evaluation tools in the Appendix shall serve as the evaluation tools, process, and documents for all non-permanent and permanent employees.
- 2) Employees who do not have permanent status shall be evaluated solely according to Plan A unless otherwise specifically provided for in Plan B below.
- 3) Permanent employees shall be evaluated pursuant to Plan A at least once every four (4) years.
- 4) An annual evaluation of a permanent employee shall be required according to the procedures of Plan A if that employee's final evaluation from the preceding year was unsatisfactory.
- 5) The principal shall be responsible for employee evaluations and shall choose the employee's evaluator. By September 15, employees to be evaluated will be notified they are due for evaluation and a meeting will be held to review the evaluation process and documents.
- 6) At any time, at least thirty (30) calendar days before a final evaluation is due, an employee may ask another district administrator to act as an observer. The total number of observations by an employee's chosen observer(s) shall be no greater than the number of observations by the employee's evaluator during the evaluation year. For each observation, the observer(s) shall submit a "Standards Based Observation Form", which shall become part of the final evaluation documents.

b. Areas of Evaluation

- 1) Evaluation of unit members shall be based on the California Standards for the Teaching Profession.
- 2) The evaluation shall be based on the data collected by the evaluator throughout the evaluation process.

- 3) The evaluation of employee competency shall not be based on the use of appropriate and/or approved materials or techniques in the teaching of controversial issues.
- 4) Employees shall be rated on the Certificated Final Evaluation as “Proficient”, “Progressing toward proficiency”, or “Unsatisfactory.”
- 5) No member of the bargaining unit shall evaluate another unit member.

c. Individual Professional Development Goal

- 1) By October 1st, as part of the evaluative process, the employee shall complete the Individual Professional Development Goal and turn the form in to their evaluator.

d. Observations

- 1) At least two (2) scheduled observations (at least 30 minutes in length for each) shall take place prior to the completion of a final evaluation report. Such observations shall be arranged between the evaluator and the employee. The evaluator shall base his/her evaluation of the employee on data and information, including but not limited to, that which is collected through direct observation and assessment of an in conference with the employee. In the event the information is not documented as required here, it shall not be placed in the evaluation report.
- 2) The first observation for employees shall be completed by December 15.
- 3) The first scheduled observation shall be preceded by a pre-observation conference held between the evaluator and the employee. The purpose of the pre-observation conference is to review and discuss the Standards-Based Classroom Pre-Observation Form.
- 4) All written observations shall be followed by a post-conference between the evaluator and the employee within three (3) working days of the observation. The purpose of the post-conference is to review observation data collected, review evidence of student learning, provide communication about the lesson, instructional techniques, and to provide for any commendations and/or recommendations for improvement.

- 5) During the observation process if a unit member receives a ranking of “In Need of Standards Based Assistance and Support Action Plan” the evaluator and evaluatee shall work collaboratively with mutual input to design the required Standards Based Assistance and Support Action Plan.

e. Final Certificated Evaluation

- 1) The evaluatee shall complete and submit the Self Reflection prior to the Final Certificated Evaluation Form to the administrator at least ten (10) days prior to the final evaluation conference.
- 2) The evaluator and evaluatee will meet and discuss the Final Certificated Evaluation Form by April 30.
- 3) An “Unsatisfactory” ranking on the Final Certificated Evaluation shall not be made with fewer than three (3) written observations.

f. Unsatisfactory Performance Ranking

- 1) If an employee is evaluated as unsatisfactory on the Final Certificated Evaluation, the evaluator shall provide either a Standards Based Assistance and Support Action Plan or a Remediation Plan as prescribed below.
- 2) A Standards Based Assistance and Support Plan may be implemented at any time after the first observation. It may also be implemented at the end of the evaluation process if an unsatisfactory ranking has been given and a Standards Based Assistance and Support Plan has not yet been created.
- 3) If the evaluator determines through the Progress Summary form, and meeting, the Standards Based Assistance and Support Plan has not resulted in the needed growth, a Remediation Plan will be written for the evaluatee. All Remediation Plans must be preceded by a Standards Based Assistance and Support Plan. A Remediation Plan may not be implemented until the Final Certificated Evaluation conference has taken place. The Remediation Plan will be prescriptive in nature, as written by the evaluator, and shall be the basis of the required evaluation process for the following school year.

- 4) The Standards Based Assistance and Support Action Plan shall include specific timelines and direct assistance in implementing the recommendation, which may include attendance in workshops or in-service training observation of similar classes, participation in a program designed to improve appropriate areas of the employee's performance, and attempting different instructional strategies.

g. Multiple Sites

- 1) By September 15 an evaluator will be designated for every bargaining unit member scheduled for evaluation that year.
- 2) If an evaluatee is assigned at two or more sites, a second administrator may collect evaluation data through observations.
 - a) Following an observation, the administrator will provide verbal or written feedback to the bargaining unit member.
 - b) If the administrator has concerns that any areas are unsatisfactory or in need of improvement, s/he will conference with the bargaining unit member, providing suggestions for improvement. For subsequent observations, a formal observation may be written, with assistance plan if appropriate, and sent to the designated evaluator with a copy to the bargaining unit member.

h. Public Charges

- 1) Any anonymous complaint shall not be used in an employee's evaluation or included in an employee's personnel file.
- 2) Materials of a derogatory nature that have a direct effect on the employee's evaluation shall not be placed in the District's personnel file without the employee first being notified in writing that such material is to be placed in the file and provided an opportunity of five (5) working days to respond in writing and have such written response attached to the materials.
- 3) In the event public complaints arise which shall have a direct effect upon the employee's evaluation, they shall be communicated to the employee within ten (10) days, at

which time a conference may be called by the administrator involved to resolve the problem. In the event materials of a derogatory nature are to be placed into the employee's file as a result of this conference, said materials shall be placed pursuant to Item 2. above. Complaints which are withdrawn, shown to be false, or shown to be unsubstantiated pursuant to the procedure in the Contract or Board Policy shall neither be placed in the unit member's personnel file nor utilized in any evaluation or disciplinary action against the unit member.

i. Timelines Summary

<u>PLAN A – Activity</u>	<u>Completed By</u>
Evaluator Designated	September 15
Evaluatee and Evaluator Notification	September 15
Individual Professional Development Goal	October 1
Complete First Observation	December 15
Complete Second Observation	March 15
Self Reflection Prior to Final Evaluation	10 Days Prior to Final Evaluation Conference
Final Evaluation Conference	April 30

2. Five Year Evaluation (Education Code 44664)

- a. Subject to the provisions of Education Code Sections 44664, employees who meet all the following criteria have the right to use Plan A, be evaluated at least every five (5) years rather than every two (2) years:
- 1) The employee has permanent status; and
 - 2) The employee has been employed at least 10 years with the school district; and
 - 3) The employee's most recent evaluation was satisfactory; and
 - 4) Between the employee's most recent evaluation and the end of the school year preceding the year of evaluation, all observations have been satisfactory; and
 - 5) Both the employee and evaluator consent to this evaluation schedule.
- b. Should the evaluator withdraw consent, notice and identifiable cause shall be provided to the employee in a timely manner

3. Plan B

- a. Subject to the requirement that a permanent employee be evaluated pursuant to Plan A at least once every four (4) years, an employee shall have the right to utilize Plan B if all the following conditions are met:
 - 1) The employee's most recent evaluation was satisfactory; and
 - 2) Between the employee's most recent evaluation and the end of the school year preceding the year of evaluation, all observations have been satisfactory; and
 - 3) There has been no substantial change in the employee's assignment.
- b. If an employee does not qualify for Plan B pursuant to section 2 above, then the employee and the administrator may mutually agree to utilize it. This also applies to temporary employees with at least two (2) years of satisfactory service in the District. Absent such mutual agreement, Plan A shall be utilized for the employee.
- c. Job share bargaining unit members who have completed two (2) years of satisfactory teaching in the District will be qualified, subject to the foregoing provisions, to be evaluated under Plan B.
- d. The administrator may conduct formal or informal observations. Any formal observation shall be in accordance with the requirements for formal observation set forth above.
- e. The employee shall make a final written report to the administrator of the performance of his or her self-evaluation.
- f. Plan B shall also include the "Public Charges" part of Plan A.
- g. Timeline
 - 1) The Plan B form must be signed by both the evaluator and the evaluatee by September 15.
 - 2) The development and review of the evaluatee's Self Reflection of Teaching Practice and the Individual Professional Development Goal forms shall be completed by October 1.
 - 3) The Plan B Self Evaluation Form shall be signed and submitted to the administrator by April 30.

4) <u>Timelines Summary</u>	<u>Completed By</u>
Plan B Form Signed	September 15
Individual Professional Devl. Goal	October 1
Plan B Self Evaluation Form	April 30

ARTICLE XXI

SALARIES

A. The District and SRVEA agree to total compensation modifications as follows:

The District will provide an ongoing increase of (8.5%) eight and one-half percent to all SRVEA salary schedules, effective July 1, 2022.

The District will provide all unit members a one-time payment of (1%) one percent based upon their salary schedule placement as of November 1, 2022. This would be received no later than December 10, 2022.

1. Effective July 1, 2023, the District will modify the Credential Teachers' Salary Schedule to include Column F+75, Steps 1 through 11 (as attached).
2. Effective July 1, 2022, the hourly rate for instructional purposes will be 0.08075% of the Credentialed Teachers' Salary Schedule C-5. The hourly rate for non-instructional purposes will be 0.08075% of the Credentialed Teachers' Salary Schedule C-1.
 - a. Instructional purposes include but are not limited to period substitution and curriculum development.
 - b. Non-instructional purposes include but are not limited to supervisory duties, non-curricular meetings, etc.
3. Effective 7/1/22, the SRVUSD Extra Services Salary Schedule will include the following revisions:
 - a. Curriculum and Development/Inservice Extra Pay Stipend
 - Full day (\$250)
 - Half Day, up to 4 hours (\$125)
 - b. Psychologist Intern Stipend
 - 0.23% of Certificated Salary Schedule A-1 per day (196 day maximum per school year)
 - Three (3) paid personal leave days per year.
4. School Nurses/Health Educators shall have their annual work year increased from 186 days to 191 days, and their salary schedule shall be proportionately adjusted, effective July 1, 2018. Nurses will receive an annual 5% stipend of their annual base salary, distributed in equal installments throughout the fiscal year, effective July 1, 2018.

5. Speech and Language Pathologists (SLPs) shall have their annual work year increased from 186 days to 191 days, and they will be compensated on a Speech Language Pathologist salary schedule which is derived from the School Psychologist salary schedule, prorated down to 191 annual work days, effective July 1, 2018.
6. SRVTIP stipends shall be increased to \$1,500 for support providers working with one (1) inductee and \$3,300 for support providers working with two (2) inductees, effective July 1, 2018.
7. Effective July 1, 2008: Pay the cost of required licenses for Speech Therapists and Nurses.
8. Effective July ,2022: Pay the renewal cost of required licenses for Licensed Educational Psychologists (LEPs) and Licensed Clinical Social Workers (LCSWs).
9. All bargaining unit members will have a \$100,000 term insurance policy as opposed to a decreasing term policy. Due to IRS regulations, this new insurance policy will have minimum tax implications. Insurance over \$50,000 must be reported as income. Bargaining unit members may decline this increase in policy.

B. Stipends:

- a. Unit members who supervise interns will receive a stipend equivalent to the SRVTIP stipends (\$1,500/1intern/or \$3,300/2 interns) retroactive to July 1, 2021.
 - When more than one (1) unit member supervises the same intern, the stipend will be split among them.
 - b. Social Workers that provide clinical supervision for other District social workers who are working toward earning their LCSW certification will receive a stipend equivalent to SRVTIP stipends (\$1,500/1 social worker or \$3,300/for 2 social workers) retroactive to July 1, 2021.
 - c. Effective July 1, 2022, Teachers of the Visually Impaired shall have their annual work year increased from 186 days to 191 days, and their salary schedule proportionately adjusted.
1. National Board Certification/Master's/ Doctoral Stipends
 - a. Effective July 1, 2019 the stipend for Master's degree, Doctoral degree and National Board Certification shall be 5.13% of C1 on the Credentialed Teacher's Salary Schedule.
 - b. Bargaining unit members will be paid such stipend(s) each year.

- c. All Master Teacher stipends received from the university/college will be paid by the District to the Master Teacher.
- C. For the duration of this Agreement, employees shall be placed on the salary schedule according to their academic qualifications as follows:

Column A Employees with a BA degree
Column B Employees with a BA degree plus 15 semester units
Column C Employees with a BA degree plus 30 semester units
Column D Employees with a BA degree plus 45 semester units
Column E Employees with a BA degree plus 60 semester units
Column F Employees with a BA degree plus 75 semester units

D. 1.

For initial placement on the schedule, the units required shall be earned after the date of the bachelor's degree regardless of whether or not the units were necessary for the degree. Only upper division or graduate units from accredited colleges and universities in the United States or from foreign colleges and universities accepted as transfer credit in one of the accredited United States colleges or universities shall be allowable for initial salary placement. Lower division courses if required for a credential or meets the following criteria may be allowed.

- a. Effective July 1, 2020, lower division classes from an accredited college (including community colleges) may be taken for credit toward advancement on the salary schedule provided they meet the following criteria:
 - 1) They strengthen an immediate teaching skill of technique;
 - 2) The member gains new knowledge in an instructional area in which she/he may be required to teach at a future time;
 - 3) The class is not offered in upper division;
 - 4) The course is relevant to the member's current or future teaching assignment.
- b. A unit member is limited to three (3) lower division units for every 15 units toward a column change.
- c. Newly completed course work in these categories may be creditable for column advancement or placement if the course is approved for credit by the Human Resources Department.
- d. Application for course approval may be submitted to the Human Resources Department by a unit member on an individual basis or by a

district manager on behalf of specific categories of unit members. The application must describe the value of the course for enhancing professional competence.

D. 2.

Initial salary schedule placement shall be based upon units verified by official transcripts submitted to the Human Resources Office no later than October 30 for employees hired as of the first day of school. Employees hired after the first day of school must submit official transcripts within forty-five (45) calendar days of their start date. Exceptions to transcript submission deadlines may be granted by the Human Resources Administrator when special circumstances exist.

E. After initial placement on the salary schedule, the requirements of the Professional Growth Article shall be met for all course work or other professional activities intended to advance an employee on the salary schedule.

F. Employees shall be placed on the proper step in each column according to their teaching experience. Years of experience for placement on the proper step shall be computed as follows:

1. All experience within the District shall be credited on a 1:1 basis.
2. Employees shall only be given salary credit for a year of experience if both of the following conditions are met:
 - a. The employee's contract(s) from first work day through last work day included seventy-five percent (75%) of the days in the employee work year as defined in Article XII, Calendar, and;
 - b. The employee actually worked on seventy-five percent (75%) of the work days for which he/she was contracted.
 - c. Employees on an approved medical, parental or Family Medical Leave Act (FMLA) leave of absence may advance a step on the salary schedule the year following the leave, provided they work at least sixty (60%) of their regular contracted work days during the year of the leave. This provision shall be available one time only during a unit member's employment with the District.

G. Effective July 1, 2023, the cap on out-of-district service credit will be eliminated for all new unit members hired beginning in the 2023-24 school year. Moreover, effective July 1, 2023, existing bargaining unit members who provide the District with verification of having had outside experience in accordance with Article XXI Section E. and F., will be advanced on the salary schedule so as to reflect that experience and placed on the appropriate step of the 2023-24 salary schedule. No retroactive salary payments for previous years of employment with

the District will be made to existing bargaining unit members advanced in this manner for their out-of-district experience.

- The District and SRVEA will draft an MOU to outline the process for existing bargaining unit members to request out-of-district service credit during the 2022-23 school year.

The type of previous experience allowable shall be full-time in a public, private, or military school. "On-call" substitute experience is not allowable. Credit shall be allowed only when the individual has worked under contract for seventy-five percent (75%) or more of the school year. Vocational Education Instructors shall be placed on the schedule according to previous related experience.

- a. Effective July 1, 2020, relevant private sector experience shall be considered for initial placement on the salary schedule for Speech/Language Pathologists, School Psychologists, Social Workers, and School Nurses.

H. Column placement of employees shall be made at the beginning of the fiscal year based on all professional growth units approved at that time. Reclassification on a current contract on the basis of professional growth units which have been completed by the start of school that same year shall be made if the provisions of Salary Credit for Professional Growth have been met.

I. Payroll Warrants

1. Distribution of Salary Warrants:

- a. Bank Deposit: Employees may elect to have warrants deposited directly to any bank of their choice. The Payroll Department shall be notified of the choice of this option by the 10th of the month prior to its commencement.
- b. Mail: Employees may have warrants mailed to their home or to the bank. To exercise this option, addressed, stamped envelopes shall be provided by the employee to the District Payroll Department.
- c. Work Location: All employees not electing bank or mail deposit shall receive their warrants at the location where the employee works. Employees with more than one (1) work location should identify one (1) of their work locations as the place to receive their warrants.
- d. For employees whose school is closed on a payday during the year due to summer, winter, or spring recess, warrants may be picked up at the Education Center or an addressed, stamped envelope

may be left with the Payroll Department. June and July warrants may be deposited to a bank if notice is received by June 10. Cancellation (of automatic deposits) must be made prior to August 10 to prevent continued deposit.

2. Warrants shall be released on the last working day of each month for all regular employees, except for the December warrant, which shall be released on the first work day of January. Extra pay assignment warrants are released on the 10th of the month or the last working day prior to the 10th if the 10th falls on a weekend or holiday. Warrants are not available until after 1:00 p.m. on the day they are released.

I. Mileage

Employees assigned by the District to more than one (1) job location may be required to use their own automobiles in the performance of their duties. They shall be reimbursed at the current IRS allowable per mile amount for non-fully depreciated vehicles. Such reimbursement shall only be for distances covered between the employee's first assignment and subsequent assignments. Employees who cannot travel on a school bus for medical reasons shall be reimbursed at the above rate when they accompany students on field trips or outdoor education trips in their own automobile.

J. Stipends

1. National Board Certification/Master's/ Doctoral Stipends

- a. Effective July 1, 2019 the stipend for Master's degree, Doctoral degree and National Board Certification shall be 5.13% of C1 on the Credentialed Teacher's Salary Schedule.
- b. Bargaining unit members will be paid such stipend(s) each year.
- c. All Master Teacher stipends received from the university/college will be paid by the District to the Master Teacher.

2. Outdoor Education

- a. Bargaining unit members who volunteer for an Outdoor Educational program which includes overnight supervision of students shall be paid a stipend equal to the day-to-day substitute rate.
- b. Actual and necessary expenses shall be paid in accordance with District policy.
- c. Normally, District transportation shall be provided by school buses. In the event a bargaining unit member presents a

statement from his/her physician that travel in a school bus is medically not recommended, the District shall pay mileage at the rate approved by District policy.

ARTICLE XXII

HEALTH AND WELFARE BENEFITS

A. Eligibility

1. Full time employees shall be eligible for health and welfare benefits.
2. Employees who are employed for .500 FTE shall be eligible to participate on a pro-rata basis in District-offered health, dental, vision, and life insurance plans.
3. Eligible employees may cover their spouses and their dependent children or their domestic partners and their dependent children. Domestic partners and their dependent children may participate on a pro-rata basis in District offered health, dental, and vision insurance plans.
4. Retirees' domestic partners and their children are not eligible for coverage unless the domestic partnership commenced prior to the retirement of the employee.

B. Plans negotiated for employees shall not contain requirements of membership in the Association.

C. The District shall pay for current benefits in the same proportion as each employee is to full-time equivalent status. The benefit package shall include Kaiser and at least one non-Kaiser option, as well as dental coverage, vision care, mental health coverage, and term life insurance. The specific plans shall be those agreed to between the Association and the District. Each employee shall be notified annually of the plans which are available.

In the event that no medical carrier other than Kaiser is available for a pending plan year, such circumstances will be promptly communicated by the District to the Association, and the parties shall schedule a meeting to discuss and negotiate applicable provisions to address and resolve the situation within fifteen (15) calendar days of the notification.

D. Benefit Cap

Health and Welfare Benefits: The District shall fully cover full-time employees who select the Kaiser benefit package.

For health plans other than Kaiser, employee contributions will be based on the difference between the Kaiser tiered rate and the tiered rate of the non-Kaiser plan, or if available, a cost sharing model reflecting tiered rates. based on the difference between the \$9,000 benefit cap and the Kaiser composite rate.

E. Cash In-Lieu of Medical, Dental and Vision Coverage

1. Beginning January 1, 2021, benefits eligible employees, who provide satisfactory proof of medical coverage, may elect to receive cash in-lieu of medical, dental, and vision coverage in the amount of four hundred sixty-four dollars (\$464) per month on a pro-rated basis. Employees who elect this option may purchase dental and/or vision benefits through the District.
2. Benefits-eligible employees may enroll in the District-paid standard term-life insurance plan.

F. After enrollment, contributions for the employee shall make the employee eligible for coverage commencing the month following initial employment date.

G. Employees on District-paid leave shall continue to receive benefits from District contributions as specified in C. above.

H. Employees on sabbatical leave shall continue to receive benefits from District contributions in the same ratio as they receive salary during the term of the sabbatical leave.

I. Employees on approved unpaid leaves or Professional Development Leave may elect to continue health and welfare benefits as allowed by the provisions of the plans in force in the District. Such employees shall pay the premium for continued coverage on a month-to-month basis. Failure to pay the premium within thirty (30) days of the due date may result in loss of benefit coverage.

J. Duration of Benefits

Employees completing a full-year contract shall receive health and welfare benefits for twelve (12) months. Employees completing less than a full year will receive benefits for a pro-rated period based upon the number of days in paid status for that year.

K. Domestic Partnership Coverage

1. Definition: A domestic partnership shall exist between two persons regardless of gender, and each shall be the domestic partner of the other if both complete, sign, and have notarized the San Ramon Valley Unified School District Affidavit of Domestic Partnership and provide the required documentation.
2. Criteria: A domestic partnership exists when all the following occur:
 - a. Both persons have a common residence.

- b. Both persons share the common necessities of life and agree to be jointly responsible for each other's basic living expenses during the domestic partnership.
- c. Neither person is married, legally separated, nor a member of another domestic partnership.
- d. The two persons are not related by blood in a way that would prevent them from being married to each other in this state.
- e. Both persons are at least eighteen (18) years of age and are legally able to consent to contract.
- f. It has been at least six months since either of the two parties has filed a statement of termination of a previous domestic partnership affidavit with the San Ramon Valley Unified School District. This prohibition does not apply if the previous domestic partnership ended due to the death of one of the partners.
- g. The two parties agree to notify the San Ramon Valley Unified School District Human Resources Office if there is a change in the circumstances attested to in the affidavit or if the domestic partnership is terminated by either person.

L. Application and Terms

1. In order to receive any benefit provided for by this section, an employee and his or her domestic partner shall complete, have notarized, file with the District a San Ramon Valley Unified School District Domestic Partner Affidavit and provide the required documentation.
2. The affidavit shall also include a signed statement indicating that the employee agrees that he or she is required to reimburse the District for any expenditures made by the District including administrative charges and other costs on behalf of the domestic partner, if the submitted documentation is found to be incomplete, inaccurate, or fraudulent.
3. Employer-paid health care coverage for the domestic partner and dependent children of the domestic partner is considered taxable income to the employee unless the domestic partner/dependent child/children is a dependent as defined by Section 152(A) of the Internal Revenue Code and implementing regulations. This benefit coverage is subject to federal and state income tax and must be reported as imputed income on the employee's Form W-2. The District must pay all applicable employer taxes on these amounts and ensure adequate withholding.

4. The non-employee domestic partner and his/her dependent children will have rights to continue coverage through COBRA as allowed by federal or state law.
5. The District shall be indemnified and held harmless by the employee against any legal action pursued by another party under applicable laws including, but not limited to, community property, contract, or family laws.

M. Termination

1. A domestic partnership shall terminate when any of the following occurs:
 - a. One partner sends, by certified mail, to the other partner a notarized written notice that he or she is terminating the partnership.
 - b. One domestic partner dies.
 - c. One domestic partner marries.
 - d. The domestic partners no longer have a common residence. A temporary separation resulting from work, education or health shall not constitute the cessation of common residence.
2. The statement of Termination of Eligibility must be filed within thirty (30) days of the end of the domestic partnership. All benefits provided by Article XXI of this Contract shall cease as of the last day of the month in which the Statement of Termination of Eligibility of Domestic Partners is received. If the District suffers any loss as a result of the employee's failure to file the certification, the employee shall be liable to the District for actual loss incurred by the failure to receive notice that the domestic partnership has been terminated.

N. Retiree Benefits

1. Retiree is defined as an individual who retires from the San Ramon Valley Unified School District under the provisions required by STRS/PERS and is receiving retirement benefits from STRS or PERS.
2. Eligibility: The following unit members are eligible for retirement benefits if they fall under the definition of retiree as described above. This retirement benefit shall continue only for the lifetime of the retired bargaining unit member.

- a. Employees hired prior to July 1, 1993, shall be eligible for post-retirement benefits regardless of the duration of their employment in the San Ramon Valley Unified School District.
 - b. Employees hired July 1, 1993, or later will be eligible for retirement benefits after at least ten years of paid service in a bargaining unit position with the District immediately preceding STRS retirement or Pre-Retirement Leave as provided in the SRVEA Agreement.
3. In the 2020 plan year, the retiree health and welfare benefits for all unit members shall be \$290.00 per month. This amount shall be increased annually on July 1 by an amount equal to the percentage increase to the consumer price index for all urban consumers for San Francisco-Oakland.
 4. The District contribution may be applied toward medical, dental, vision or life insurance coverage as permitted by each carrier. The Retiree must make adequate arrangements for reimbursement to the District for monthly premium amounts exceeding the district contribution.
- O. The Association and District shall annually participate in a District-wide Employer/Employee Cost Containment and Benefits Study Committee. The Committee shall be comprised of representatives from each bargaining unit, as designated by each unit, one management/confidential representative, and the District's insurance consultant. The recommendations of the Committee will automatically be considered as reopeners for negotiations between the Association and the District.
- P. The District shall provide the opportunity for members of the bargaining unit to participate in a Flexible Spending Account Program agreeable to both the District and the Association, provided there is no cost to the General Fund.

ARTICLE XXIII

SALARY CREDIT FOR PROFESSIONAL GROWTH

A. General Provisions

1. Certificated employees may earn credits for salary schedule advancement by completing college or university courses and by applying for professional growth credit for a variety of other activities as indicated in this Article.
2. Credit shall not be granted for that part of any activity which is performed during an employee's scheduled work day or is otherwise paid employee time.
3. Credit shall not be granted for that part of any activity where any employee expenses are paid for by the District, including but not limited to payment of registration fees, tuition, credit processing fees, or release time.
4. Upon completion of any professional growth activity, it is the responsibility of each employee to furnish evidence of completion to the Human Resources Office.
5. In order to qualify for salary credit in any given year, the course or activity must have been completed prior to the first day of instruction and evidence of completion must be provided to the Human Resources Office by October 10. A receipt for certified mail or a receipt from the school obtained prior to the first day of instruction shall suffice as evidence that the course was completed for correspondence courses prior to the first day of instruction. Exceptions to the October 10 date may be granted by the Human Resources Administrator when special circumstances exist, such as when the delivery of the grade or evidence of completion is out of the employee's control.
6. No credit shall be given for adult education classes, private instruction, or tutoring unless specifically approved as a professional growth activity.

B. College or University Course Credit

1. Upper division or graduate level college or university courses that are reasonably related to an employee's responsibilities (see criteria below) are eligible for salary schedule credit. Prior approval is not necessary; however, if an employee is concerned whether a course will meet the criteria, he/she may request prior approval by submitting an application to his/her evaluator.

In order to gain salary credit, college and university courses shall meet the following criteria:

- a. The course is not a repetition of course work previously completed.
 - b. The course meets the professional growth needs of the individual as identified by the individual and his/her designated evaluator.
 - c. The course can be applied to the employee's present or foreseeable future assignment.
 - d. The course is taken through an accredited four-year (4) college or university and is designated as an upper division or graduate level course. Exceptions to these criteria may be granted by the Assistant Superintendent, Human Resources Services.
 - e. Lower division courses may be prior approved upon application only if the course is taken to add to a credential authorization or to prepare an employee to teach an additional level or area.
2. If an evaluator disapproves such an application, the employee may request a review by the Human Resources Officer.

C. Other Credit for Professional Growth

1. All non-college activities require prior approval on the appropriate District form. Prior approval means before the activity begins unless an exception is granted by the Human Resources Officer.
2. No more than four (4) semester units of credit shall be allowed per year and no more than twelve (12) semester units of credit shall be allowed in total for all non-college professional growth activities.
3. Credit may be granted based on a properly completed application for the following activities and under the concomitant conditions:
 - a. Credit may be given for participation on District-approved textbook evaluation or curriculum development committees. A request for approval for such credit shall include the purpose of the committee work, the amount of participation time, and the approximate duration of the assignment. Approval shall be based upon the written report by the individual detailing his/her activities. In addition, upon completion of the assignment, the applicant must include a statement or outline, for verification by the committee chairperson, of the time and effort expended.

- b. Credit may be given for District-approved workshop attendance. A District approved workshop is defined as a group meeting to consider a specific problem or problems in education where the group is charged with the responsibility of preparing a written report summarizing their deliberations and presenting their final conclusions and recommendations. The request for prior approval should include the purpose of the workshop, participants, time, place, duration, and values to be gained. Evaluation of the request shall be based upon the written report of the workshop group or a written report by the individual detailing the activities of the employee and a description of their educational value to him/her.

- c. Credit for development of teaching materials may be authorized for time expended in research, development, and experimentation. A request for prior approval shall include the nature and intended use of the materials, the plan of development, and the estimated time involved. For credit to be allowed, prior approval must be secured before materials are developed. This category is offered as a challenge to educators to develop materials that are new and different. Such materials shall be developed for use for an extended period of time and must be useful to others as well as to the individual producing them. Examples of suitable materials include audiovisual aids, evaluative or diagnostic instruments, special units of work which would include outlines and references, and special science demonstration materials. Evaluation of the request shall be based upon the materials themselves or upon a detailed description of such materials, including time spent and the employee's evaluation of their worth to him/her and to others.

- d. Credit may be authorized for approved travel at the rate of one (1) semester unit per each week of such travel for a maximum of two (2) semester units. The travel may be in the United States or abroad. The request for prior approval shall include a statement of the purpose of the trip, a list of the objectives to be attained, an estimate of the educational relevance in terms of an individual's assignment, and possible benefits to students. The itinerary should include approximate dates of departure, return, and the areas to be visited. Evaluation of the request shall be based upon educational follow-up activities transmitted to the Human Resources Officer as soon as possible after completion of the trip. Educational follow-up activities shall include a concise report suitable for placement in the professional library indicating that the original objectives have been achieved. The individual shall also choose one (1) of the following three:
 - 1) providing an illustrated talk before a bargaining unit member's group or other interested group,

- 2) providing slides or exhibits, or
- 3) developing a course of study, unit of work, etc. suitable for classroom use.

ARTICLE XXIV

TECHNOLOGY

The District and SRVEA agree on the importance of providing an educational environment-which facilitates the use of 21st Century technological skills within its workforce. The District and SRVEA also agree that technology offers effective tools for classroom, instruction, communication, and recordkeeping. Above all, the parties share the ultimate desire and goal of adequately preparing students for the 21st Century.

The following provisions are intended to ensure all bargaining unit members have reasonable and equitable access to technology to fulfill professional responsibilities and meet the instructional needs of the evolving technological classroom.

A. Bargaining Unit Member Access

1. The District shall provide each unit member with a device to engage in instruction and access to District approved instructional technology tools and resources.
 - i. Unit members shall have access to at least one printer at their work site/location.
2. Itinerant bargaining unit members shall be provided access to an identified work station at each work site/location, taking into consideration the need for confidentiality.

B. The District shall provide all technical services necessary to maintain the safe and effective functioning of all District issued devices.

1. Technology Service request(s) will be provided an email confirmation within 72 hours of the request being received.
 - i. The District will make every effort to repair/replace District issued technology as expeditiously as possible.

C. Training

1. The District shall provide unit members with the resources (e.g. professional development opportunities, videos and manuals, etc...) necessary to fulfill professional duties and responsibilities that require the use of technology.

D. District E-Mail and Communication Expectations

1. Unit Members shall have the right to use email for communication purposes within the scope of their professional responsibilities and the District's 'Acceptable Use' Policy.

2. Bargaining unit members are responsible for maintaining their district email and shall respond to email messages within (2) two work days of receipt of such email(s).
3. The Association shall have reasonable use of the district email to communicate with its Unit Members.
4. All bargaining unit members shall have a telephone with voicemail access in their classroom.

E. In recognition of the fact that technological devices and software are changing rapidly the District and the Association agree to form a joint advisory committee the majority will be selected by the Association. The District shall appoint site principals and District administrators from the Technology and Educational Services Departments.

The advisory committee shall review Districtwide processes to ensure the safe and secure use of technology and provide input on the use of instructional technology and technical resources used in the classroom.

F. Security and Other Technology Related Issues

1. The District will follow procedures to provide the safe and secure use of student data privacy.
2. Unit members are responsible for following the guidelines for ensuring student data privacy prior to sharing student information online with outside vendor(s) or using instructional technology resources that require students to log in.
3. With prior approval from the Director of Technology and site principal, unit member(s) will be compensated at the negotiated hourly rate when requested to perform the duties of troubleshooting and/or maintaining computers, updating software, loading District-approved software and/or other maintenance/repair type tasks.

G. Distance Learning

1. In the event the District needs to establish any type of Distance Learning such as remote learning and/or virtual academy, the District agrees to promptly notify the Association President and enter into negotiations on the parameters and impact of such a program.

ARTICLE XXV

PEER ASSISTANCE AND REVIEW (PAR)

A. Joint Committee

1. Members: PAR will be administered by a Joint Committee consisting of credentialed classroom teachers and District administrators. The Joint Committee shall consist of one more classroom teacher than District administrator(s).

Administrators will be selected by the District, and classroom teachers will be selected by SRVEA. The Joint Committee will be chaired by a mutually agreed upon member of the committee.

2. Meetings: The Joint Committee shall establish its own meeting schedule. To meet and take action, a meeting must consist of classroom teachers and administrators with at least one more than one-half of the members present. Actions of the Committee requiring a vote shall be determined by a majority vote of those present. The committee shall meet at times and places as they shall determine.
3. Release Time: Joint Committee members will be compensated at the negotiated hourly rate for activities that occur outside the contracted workday.
4. Responsibilities: The Joint Committee shall be responsible for the following:
 - a. Coordinating training and support for Coaches participating in the program. Topics may include, but are not limited to, California Standards for the Teaching Profession, District curriculum standards, coaching strategies, adult learning strategies, conflict resolution, peer coaching, student achievement, effective instructional strategies, consensus building, and classroom management.
 - b. Establishing its own rules of procedure, including the method for the selection of a chairperson and a person to take and maintain meeting minutes, when needed.
 - c. Developing and implementing a process for the selection of Coaches, including observation of Coach applicants as required by law.
 - d. Coaches shall be selected by a majority vote of the Joint Committee.

- e. Determining the number of Coaches in any school year, based upon participation in the PAR Program, the budget available and other relevant considerations.
 - f. Preparing written guidelines for Coaches and their activities.
 - g. Receiving from the Assistant Superintendent of Human Resources (or designee) names of any employees requiring participation in the PAR Program and sending written notification of participation to the Referred Teacher(s), the Coach(es) and the site administrator(s).
 - h. The Joint Committee will make the final appointments of all Coaches.
 - i. Reviewing the final report prepared by the Coach regarding each Referred Teacher. The Committee will make recommendations to the Governing Board regarding the Referred Teachers in the program, including the names of individuals who, after sustained assistance, are not able to demonstrate satisfactory improvement.
 - j. Evaluating annually the effectiveness of the PAR Program, including recommendations for improvement. This evaluation may include, but is not limited to, surveys or interviews with program participants.
 - k. Performing other such incidental duties as may be needed to carry out the functions enumerated above, including the establishment of rules to guide its deliberations.
 - l. Adopting rules and procedures to effect the provisions of this Article. Said rules and procedures will be consistent with the provisions of this Agreement, and to the extent there is an inconsistency, the Agreement will prevail.
5. Confidentiality of Materials: All proceedings and materials related to evaluations, reports and other personnel matters shall be confidential, except in response to a subpoena or order of the court. The final report shall be made available for placement in the Referred Teacher's personnel file.
6. Conflict of Interest: In a case where there may be a perceived conflict of interest, a member of the Joint Committee may recuse him or herself from participation.

B. Participating Bargaining Unit Members

1. Referred Teachers

- a. A Referred Teacher is an employee with permanent status who receives assistance to improve his/her instructional skills, classroom management, knowledge of the subject, and/or related aspects of his/her teaching performance as a result of an unsatisfactory final evaluation. An unsatisfactory final evaluation is one in which the employee is rated an “unsatisfactory” on the summary evaluation.
- b. A qualified coach will be assigned to every Referred Teacher (as funding allows).
- c. The Referred Teacher has the right to be represented throughout these procedures by the SRVEA representative of his/her choice.

C. Coaches

1. Definition: A Coach is selected by the Joint Committee to provide assistance to a Referred Teacher in the PAR Program.
2. Qualifications: Coaches must meet the following minimum qualifications:
 - a. A credentialed permanent employee of the District with substantial recent classroom experience, a contracted employee, former, and/or retiree may also serve as a coach if a qualified current employee is unavailable.
 - b. Demonstrated exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.
3. Compensation: Coaching compensation will be two times the SRVTIP mentoring stipend.
4. Responsibilities of Coaches:
 - a. Coaches shall coordinate assistance and support improvement through strategies such as demonstrating, observing, coaching, working with other professionals, conferencing, providing written feedback, and facilitating any activities which, in their professional judgment, will assist the Referred Teacher.
 - b. Referred Teachers: There shall be a cooperative relationship

between the Coach and the principal with respect to the PAR process. The Coach will meet and work with the Referred Teacher to establish goals, objectives, outcomes and a timeline for improvement. The Coach and the Joint Committee will meet at least three times per year to explore ways in which the Joint Committee can be of support to the Coach. Assistance will be provided to the Referred Teacher until the Joint Committee determines that performance is satisfactory or that further assistance will not be productive. The Coach will submit the Final Intervention Report to the Joint Committee by April 15. The report will include a summary of the initial needs assessment, a summary of the actions taken, and a statement of the success/failure of the interventions. Prior to submitting the report to the Joint Committee, the report shall be submitted to and discussed with the Referred Teacher with opportunity for input. The report must be signed and dated by the Referred Teacher. The signature does not mean agreement, but that a copy has been received. The Referred Teacher has ten (10) days from receipt of the report to attach a written response. The Final Report will be made available for placement in the Referred Teacher personnel file.

D. Miscellaneous Provisions

1. Indemnification: The District shall defend and indemnify Coaches and Joint Committee members against claims arising out of their good faith and professional performance of duties under this Article. Coaches and Joint Committee members who act pursuant to this program shall have the same protection from liability and access to an appropriate defense as other public school employees pursuant to Division 3.6 (commencing with section 810) of Title I of the Government Code.
2. Any claims that this Article has not been properly implemented shall be presented in writing to the Joint Committee, with a copy to the District and the Association. The Joint Committee will resolve any issue or claim.
3. Nothing in this article precludes the principal or District from conducting informal or formal observations or carrying out the certificated employee evaluation process consistent with the collective bargaining agreement.

ARTICLE XXVI

DISCIPLINE LESS THAN DISMISSAL

Disciplinary action in the form of dismissal shall be in accordance with the appropriate provisions of the Education Code; however, in the case of dismissal during the school year of probationary employees employed after July 1, 1983, and prior to March 15th of their second probationary year, Article XXVI of this Agreement applies. Provisions of this Article do not apply to an employee as a result of activities pursuant to an Association-sanctioned labor dispute between the Association and the District.

Discipline less than dismissal for all employees shall be in accordance with the following procedures:

- A. Employees may be disciplined only for just cause.
- B. Progressive discipline shall be utilized except for conduct which is of such a nature that it injures or threatens to injure the safety of pupils or other employees, or causes substantial disruption of the educational program.
 1. Initially the principal or immediate supervisor shall discuss the employee's acts or omissions with the employee and issue a verbal reprimand if a personal discussion does not result in corrective conduct.
 2. If a verbal reprimand does not result in corrective conduct, a written reprimand shall be issued.
- C. Prior to administering any formal discipline subsequent to the oral and written reprimands, an employee shall be provided notice and an opportunity to meet with the Superintendent or his/her designee. Notice shall include a statement of the incidents or misconduct which form the basis for disciplinary action and a statement of the discipline to be imposed. The employee shall be given seven (7) working days within which to reply, in writing to this notice. The proposed formal discipline shall not be imposed until after the employee's written reply, if any, has been received and given consideration by the administration.
- D. If suspension without pay is recommended as a disciplinary action, it shall be preceded by at least one (1) written reprimand. Exceptions to this standard may occur where conduct is of such a nature that it injures or threatens to injure the safety of pupils or other employees or causes substantial disruption of the educational program. A suspension without pay may not exceed fifteen (15) working days.
- E. Any initial suspension of any employee, pending a disciplinary meeting, shall be with pay.
- F. Any employee may be represented, upon request, at any disciplinary meeting.

- G. All information regarding any actual or proposed disciplinary action shall be kept confidential by management. Any violation of confidentiality by management may be grounds for dismissal of all charges and any benefit losses suffered by the unit members shall be fully restored.
- H. Grievances filed alleging violations of the above sections A-G regarding discipline less than dismissal may be filed at Level II of the Grievance Procedure.

ARTICLE XXVII

PROCEDURE FOR "NEW" PROBATIONARY CERTIFICATED EMPLOYEE DISMISSAL DURING THE SCHOOLYEAR

A. Application: This procedure applies to the dismissal during the school year of a certificated employee whose probationary period commenced during or after the 1983-84 school year.

B. Notice of Dismissal

1. Notice of Dismissal shall be given by the Superintendent or the Superintendent's designee at least 30 calendar days prior to the effective date of such action and no later than March 15 of the employee's second probationary year.
2. The Notice of Dismissal shall include a statement of reasons for such action with sufficient particularity to permit the employee to prepare a defense and notice of the opportunity to appeal. In the event of a dismissal for unsatisfactory performance, a copy of the evaluation conducted pursuant to the Stull Act (Ed. Code, Section 44664) shall accompany this notice.

C. Service of Notice

The written Notice of Dismissal shall be served by registered or certified mail or by personal service.

D. Grounds for Dismissal

1. Unsatisfactory performance as determined by an evaluation conducted in accordance with the Stull Act (Ed. Code, Sections 44660-44665) and any current policy, if applicable, or negotiated Contract provisions.
2. Any one or more of the causes specified in Education Code section 44932.

E. Request for Hearing

The employee shall file a written request for hearing within fifteen (15) calendar days of receipt of the Notice of Dismissal. Filing means receipt in the office designated no later than regular close of business on the last day of the filing period. Failure to file such request in a timely manner shall be deemed a waiver of the right to a hearing and the proposed action shall be effective upon action by the governing board without notice of hearing except as may be required in a board meeting agenda.

F. Conduct of Hearing

1. Within fifteen calendar fifteen (15) days of receipt of the request for hearing, the Superintendent or his designee shall contact the Office of Administrative Hearing to contract for the services of an administrative law judge appointed by that office to conduct the hearing and to submit a recommended decision to the Board of Education.
2. The conduct of the hearing presided over by an administrative law judge shall be in accordance with this procedure and the rules and procedures set forth in the Administrative Procedures Act (Govt. Code, Sections 11500 and following) except:
 - a. The Notice of Dismissal shall serve as the Accusation and Statement to Respondent.
 - b. Discovery shall be requested within (15) calendar days of receipt of the Notice of Dismissal.
 - c. A request for Discovery shall be complied within ten (10) calendar days of its service
 - d. Any calendar petition to compel discovery shall be filed in Superior Court within ten (10) calendar days of refusal or failure to comply.
 - e. The recommended decision of the administrative law judge shall be prepared within fifteen (15) calendar days after the case is submitted.
3. Non-substantive procedural errors committed by the district, the hearing office or the governing board shall not affect the decision unless the errors are prejudicial.

G. Recommended Decision of the Administrative Law Judge: The recommended decision of the Administrative Law Judge shall be in writing and shall state findings of fact and determinations of the issues.

H. Review by the Governing Board: The governing board, at its next meeting which is not less than five (5) work days after the recommended decision of the Administrative Law Judge is received at the district office, shall act upon that recommended decision. If the board decides not to approve an adverse recommended decision or decides to modify a recommended decision, it shall review the transcript of the proceedings, review the exhibits and listen to oral argument, if requested, as to the sufficiency of cause.

ARTICLE XXVIII

FULL INCLUSION

The Association and the District shall meet annually to determine the specific support that will be provided to general education bargaining unit members with identified full inclusion students for the following school year. These meetings shall commence no later than January 15, or a date mutually agreeable to both parties, to determine options for the following year.

ARTICLE XXIX

SUMMER SCHOOL

1. Student Enrollment: Summer School and Extended School Year (ESY) teaching positions shall be contingent upon actual student enrollment. Unit members hired for summer school and ESY positions shall be considered tentative until such time as sufficient enrollment for the offering of classes is established.
2. Programs: The District will determine program and course offerings for its summer school and ESY program.
3. Class Size: Class size maximums in Grades TK-5 and student contact maximums in Grades 6-12 shall comply with Article XV.
 - a. The 2021 Summer School and ESY Programs will comply with the Final Expenditure of Bridge Funding MOU dated March 9, 2020.
4. Posting Positions: Summer School and ESY positions will be posted at the Education Center and on the District website. The posting period will be (5) five days until one week before the start of the session. The posting period may be reduced to (2) two days thereafter.
5. Application for Positions: Unit members shall apply for posted positions by completing and submitting the Summer School/ESY Application Form within the posted timeline.
6. Selection of Summer School Teachers:
 - a. Unit members eligible to teach summer school and ESY positions shall be those who have completed the Application Form during the posting period, have the appropriate credential authorization to provide service in the subject area/grade level for which he/she applies, and have no “unsatisfactory” or “in need of Standards Based Assistance and Support Action Plan” rating on evaluations in the current and the previous school year.
 - b. Summer school and ESY positions shall first be filled by current unit members, contracted for regular, school year employment. If no eligible unit member applies for a particular position by the posting deadline, the District may hire an applicant, from outside of the District, for the position using its regular recruitment and selection process.
 - c. Summer school administrators will select eligible applicants for assignments based on the following criteria:
 1. Application

2. Interview (to be conducted where there are multiple applicants for a position.)
 3. Teaching effectiveness, as reflected in most recent evaluation.
 4. Credential/authorization
 5. Experience in the content area or grade level as determined by the number of like-courses taught within the last five years.
 6. If appropriate, the completion of any specialized training or certification related to the subject matter or grade level.
- d. Where multiple unit members, as defined above, are deemed equal upon application of the criteria above, the unit member with the most district seniority will be selected.
 - e. Notification of tentative and final assignments shall be in writing and include, the location, subject matter and/or grade level of the assignment.
 - f. Bargaining unit members are not required to work during the summer.

7. Hours of Employment:

- a. Unit members assigned to teach summer school will attend (1) one teacher work day prior to the start of the first session. The date/time will be determined by the District and the length of that day will be equal to a regular summer school work day.
- b. Unit members assigned to teach more than one summer school session will have (1) one additional teacher work day. The Date/time will be arranged by the unit member and the summer school administrator.
- c. The work day for unit members will include instructional time, preparation time (30 minutes), supervision duties, (15) fifteen minutes before the instructional day, (15) fifteen minutes after the instructional day, and a (30) thirty-minute duty-free break.

8. Compensation:

- a. Employees will be compensated on the last working day in July.
- b. Beginning in summer 2021 and thereafter, summer school and ESY employees will be paid on an hourly basis for the days/hours worked. The hourly rate provided shall be as indicated in the table:

Service year in Summer School/ESY Beginning Summer 2021	SLP's/Psychologists	All Other Employees
Year 1-2	Step 1*	Step D-5**
Year 3-4	Step 1 + 2%	Step D-5 + 2%
Year 5+	Step 1 + 4%	Step D-5 + 4%

c. Formula to be utilized for hourly calculations:

- i. *Step 1 (SLP's) = (Annual Step 1 Salary on SLP Salary Schedule) ÷ 191÷7
- ii. *Step 1 (School Psychologist) = (Annual Step 1 Salary on School Psychologist Salary Schedule) ÷ 196÷7
- iii. **Step D-5 = (Annual Salary Step D-5 on the Credentialed Teachers Salary Schedule) ÷ 186÷7

9. Supervision Duties:

- a. Unit members will be assigned to supervision duties on an equitable basis.

ARTICLE XXX

STATUTORY CHANGES

- A. Legislative or administrative regulation changes that are permissive and affect the provisions of this Agreement shall be subjects for negotiations of a successor agreement.
- B. Legislative or administrative regulation changes that are mandatory and are in conflict with the provisions of this Agreement shall supersede the conflicting provisions of this Agreement.

ARTICLE XXXI

COMPLETION OF AGREEMENT

- A. This document comprises the entire Agreement between the District and the Association on matters within the lawful scope of negotiation. The District shall have no further obligation to meet and negotiate, during the term of this Contract, except as provided in D., E. and F. below or as otherwise provided in this Agreement, on any subject whether or not said subject is covered by this Agreement, even though such subject is not known or considered at the time of the negotiations leading to the execution of this Contract. In addition, any subject presented by either party, but not included in this Agreement shall not be the subject of negotiations during the period of this Agreement.
- B. The provisions of this Agreement shall prevail over contradictory written policies and Administration regulations and state laws to the extent permitted by law.
- C. If legislation enacted during the term of this Contract is mandatory, it shall supersede the provision or provisions of the Contract that are in conflict with the new legislation.
- D. If the Board of Education determines by formal action to establish year-round schools or double sessions, either party may notify the other in writing of its intent to meet and negotiate on those provisions of this Agreement that shall be modified or amended as a result of implementing year-round schools or double sessions.
- E. If the Board takes action to lay off employees during any year of this Agreement, the District agrees, upon Association request, to negotiate the impact of such a layoff on matters within this agreement.
- F. During the term of this contract, annual reopeners shall be as follows:
- 2019-20: No reopeners. All articles are closed.
- 2021-21: Salary and Benefits shall be reopeners. In addition, each party may open up to two (2) articles (new or existing, except for Article XIV) of their choice.
- 2021-22 Salary, Benefits, and Calendar shall be reopeners. In addition, each party may open two (2) articles (new or existing, except Article XIV) of their choice.

The parties will collaboratively develop the process and timeline to sunshine, commence and conduct negotiations for each of the two (2) out years during the term of this contract.

ARTICLE XXXII

SAVINGS

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

ARTICLE XXXIII
DURATION

The term of this Contract shall be from July 1, 2022 through June 30, 2025. Unless the District or Association notifies the other party in writing no later than April 30, 2025 of its desire to terminate or amend this Contract, it shall continue in effect for additional one-year (1) periods.


SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement on October 18, 2022.

SAN RAMON VALLEY EDUCATION ASSOCIATION

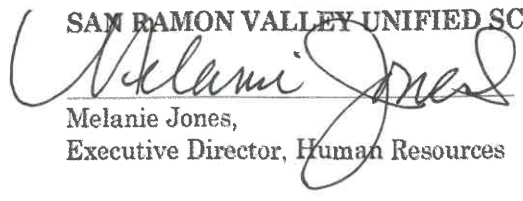


Laura Finco, President



Dee Dee Justice, Chief Negotiator

SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT



Melanie Jones,
Executive Director, Human Resources

APPENDIX A

EVALUATION FORMS



**SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT
SELF REFLECTION OF TEACHING PRACTICE**

Teacher:

Site:

Date:

- This reflection is intended to guide continuous development professional practices to enhance student instruction.
- This process will be completed once in the fall and once in the spring.
- The *Self Reflection of Teaching Practice* is a tool for reflection and may or may not be shared with the evaluator.
- The *Self Reflection Prior to Final Evaluation* will be turned in and should be based, in part, on the reflections below.
- There are two boxes for evidence (fall and spring).

Standard 1: Engaging and Supporting All Students in Learning

- 1.1 Using knowledge of students to engage them in learning
- 1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences and interests
- 1.3 Connecting subject matter to meaningful, real-life contexts
- 1.4 Using a variety of instructional strategies, resources and technologies to meet students' diverse learning needs
- 1.5 Promoting critical thinking through inquiry, problem solving and reflection
- 1.6 Monitoring student learning and adjusting instruction while teaching

EVIDENCE, fall:

EVIDENCE, spring:

EMERGING	EXPLORING	APPLYING	INTEGRATING	INNOVATING
Expands awareness of curriculum and instructional practices to support understanding and engage students in learning	Explores use of additional instructional practices to teach the curriculum and support students' understanding and engagement	Implements the curriculum using a variety of instructional practices and supplemental resources selected to improve students' understanding and engagement	Integrates extensive knowledge of curriculum, instructional practices, and supplemental resources to enhance and deepen students' understanding and engagement	Designs and implements comprehensive curriculum with multiple and varied instructional strategies and resources to support in depth studies of content and promotes high levels of students' understanding and engagement

Standard 2: Creating and Maintaining Effective Environments for Student Learning

- 2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully
- 2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity and encourage constructive and productive interactions among students
- 2.3 Establishing and maintaining learning environments that are physically, intellectually and emotionally safe
- 2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students
- 2.5 Developing, communicating and maintaining high standards for individual and group behavior
- 2.6 Employing classroom routines, procedures, norms and supports for positive behavior to ensure a climate in which all students can learn
- 2.7 Using instructional time to optimize learning

EVIDENCE, fall:

EVIDENCE, spring:

EMERGING	EXPLORING	APPLYING	INTEGRATING	INNOVATING
Recognizes the importance of building a positive learning environment that is focused on achievement	Guides the development of a respectful learning environment focused on achievement	Maintains a respectful and supportive learning environment in which all students can achieve	Provides a respectful and rigorous learning environment that supports and challenges all students to achieve	Facilitates a learning environment that is respectful, rigorous, and responsive in advancing student achievement.

Standard 3: Understanding and Organizing Subject Matter for Student Learning

- 3.1 Demonstrating knowledge of subject matter, academic content standards and curriculum frameworks
- 3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter
- 3.3 Organizing curriculum to facilitate student understanding of the subject matter
- 3.4 Utilizing instructional strategies that are appropriate to the subject matter
- 3.5 Using and adapting resources, technologies and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students
- 3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content

EVIDENCE, fall:

EVIDENCE, spring:

EMERGING	EXPLORING	APPLYING	INTEGRATING	INNOVATING
Demonstrates knowledge of teaching discrete skills described in the California Standards for the Teaching Professional (CSTP)	Expands knowledge of related elements of effective instruction, learning goals, assessments and content as informed by the CSTP	Utilizes knowledge of CSTP to make connections between elements of effective instruction, learning goals, assessments and content standards	Articulates knowledge of the inter-relationships between elements of effective instruction, learning goals, assessments and content across the CSTP	Applies in depth knowledge of the CSTP to interconnect effective instruction, learning, goals and assessment within and across content areas

Standard 4: Planning Instruction and Designing Learning Experiences for All Students

- 4.1 Using background knowledge of students' academic readiness, language proficiency, cultural background and individual development to plan instruction
- 4.2 Establishing and articulating goals for student learning
- 4.3 Developing and sequencing long-term and short-term instructional plans to support student learning
- 4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students
- 4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students

EVIDENCE, fall:

EVIDENCE, spring:

EMERGING	EXPLORING	APPLYING	INTEGRATING	INNOVATING
Plans lessons using available curriculum and resources	Plans lessons using expanded understanding of curriculum, related materials, resources and assessments	Plans differentiated instruction using a variety of adjustments and adaptations in lessons	Plans lessons using a broad range of strategies to differentiate instruction as informed by multiple assessments	Plans instruction flexibly utilizing a repertoire of instructional practices to differentiate instruction as informed by ongoing assessments

Standard 5 Assessing Students for Learning

- 5.1 Applying knowledge of the purposes, characteristics and uses of different types of assessments
- 5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction
- 5.3 Reviewing data, both individually and with colleagues, to monitor student learning
- 5.4 Using assessment data to establish learning goals and to plan, differentiate and modify instruction
- 5.5 Involving all students in self-assessment, goal setting and monitoring progress
- 5.6 Using available technologies to assist in assessment, analysis and communication of student learning
- 5.7 Using assessment information to share timely and comprehensible feedback with students and their families

EVIDENCE, fall:

EVIDENCE, spring:

EMERGING	EXPLORING	APPLYING	INTEGRATING	INNOVATING
Develops understanding of required assessments and uses of data to inform student progress	Explores the use of different types of assessments to expand understanding of students' learning needs and to support planning	Utilizes a variety of assessments that provide targeted data on student learning to guide planning; collaborates and reflects regularly with colleagues to improve teaching practice and student success	Develops, adapts, and integrates assessments into instruction that provide ongoing data to guide planning differentiated instruction matched to assessed needs of students	Utilizes a wide range of assessments strategically, systematically and flexibly throughout instruction to identify students' learning needs and guide ongoing adjustments in instruction that maximize student learning

Standard 6: Developing as a Professional Educator

- 6.1 Reflecting on teaching practice in support of student learning
- 6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development
- 6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning
- 6.4 Working with families to support student learning
- 6.5 Engaging local communities in support of the instructional program
- 6.6 Managing professional responsibilities to maintain motivation and commitment to all students.
- 6.7 Demonstrating professional responsibility, integrity and ethical conduct

EVIDENCE, fall:

EVIDENCE, spring:

EMERGING

Works collaboratively with colleagues to reflect and improve teaching practice for student success

EXPLORING

Seeks collaboration with colleagues, resource personnel and families to reflect on ways to improve teaching practice and student success

APPLYING

Collaborates and reflects regularly with colleagues to improve teaching practice and student success

INTEGRATING

Analyzes and integrates information from a wide range of sources to expand skills of collaboration and reflection as a habit of practice to impact teacher effectiveness and student learning

INNOVATING

Engages in and facilitates collaborative learning communities focused on providing quality instruction and optimal learning for the full range of students

Sample Activities to Support Goals

To assist in the development of your goals, a list of *potential* activities has been developed. This list is meant to provide guidance, but is not considered exhaustive. You may choose to pursue one or more of the suggested options, you may restructure an option to meet your specific need, or you may move beyond this list to develop your own unique activities.

1. Meet with individuals or groups to align curriculum, to enhance instructional strategies or to develop interdisciplinary instructional opportunities.
2. Conduct action research on a topic related to district/site/department or individual goals.
3. Develop a portfolio based upon district/site criteria. Possible documentation may include assessments, student study materials, lesson plans, videotapes of student and teacher performance, written communication, student outcomes, etc.
4. Examine student achievement data and use the information to enhance instruction and assessment.
5. Identify (independently, in multi-disciplinary teams or grade level teams) core expectation for growth in student learning and how these expectations will be met.
6. Participate in peer observation or peer coaching. Observations may focus on effectiveness of instruction or the implementation of a positive classroom climate.
7. Gather and reflect on student feedback/perceptions related to classroom climate and instruction delivery.
8. Develop a goal-directed program in which the teacher may concentrate on a specific area of teaching to improve instruction or enhance student achievement.
9. Develop and implement professional opportunities for colleagues which provide updated information and methodology for teaching a specific topic or course.
10. Participate in leadership experiences.
11. Publish scholarly writing pertaining to curriculum and/or instruction.
12. Hold a leadership position in professional education organizations.
13. Complete a self-study of one's instruction using the California Standards for the Teaching Profession.
14. Read books, articles or research studies related to teacher's area of instruction.
15. Attend professional workshops or seminars to improve instructional delivery.
16. Create and analyze videos of teacher's own classroom performance.
17. Facilitate a staff development workshop.

18. Develop educational assessments.

19. Complete the requirements for certification by the National Board for Professional Teaching Standards.

Examples of Evidence of Student Learning

Evidence used to substantiate student learning will vary based on the needs of the teachers and their students. This list does not specify which measure to use or how much weight to place on each. The goal of student evidence is to show student learning during the progression of the year. This list is not exhaustive.

1. Student/teacher portfolio
2. Teacher-created assessments (both formative and summative)
3. Chapter/end of unit tests
4. Teacher observation and documentation
5. Assessments showing student growth over a period of time
6. Student projects/presentations
7. Student interviews or surveys
8. Parent feedback/survey
9. Post-observation dialogues with teachers
10. Student participation/attendance
11. Writing samples, mathematic projects or other student generated work
12. Teacher induction portfolio



SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT

INDIVIDUAL PROFESSIONAL DEVELOPMENT GOAL

Plan A requires 2 formal observations Plan B requires self-evaluation

Teacher: _____

Site: _____

Grade/Department: _____

Evaluation Year: _____

After completion of your self-reflection using the California Standards for the Teaching Profession, construct your professional goal for the year. This document will be shared/reviewed with your evaluator.

1. GOAL:

1a. How the goal will show evidence of improved teaching practice?

1b. What evidence will be used to show student learning for the academic year?

2. **ACTIVITIES:** What activities will you use or participate in that will help you achieve this goal?

3. **TIMELINE:** Outline your timeline in meeting this goal.

4. **RESOURCES:** What assistance or support will you need to help meet this goal?

5. **ASSESSMENT PLAN:** How will you know that you are making progress toward meeting this goal?

Evaluatee: _____

Date: _____

Evaluator: _____

Date: _____



SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT

STANDARDS-BASED CLASSROOM PRE-OBSERVATION FORM

This form is to be completed prior to any formal scheduled observation of at least 30 minutes in length.

Teacher Name:

School:

Grade/Subject:

Intended student learning outcomes:

Planned instructional practices:

Evidence of student learning outcomes:

I would appreciate feedback on:

Administrator's signature: _____

Date: _____

Evaluatee's signature: _____

Date: _____



SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT
STANDARDS BASED OBSERVATION FORM

Provide evidence based on information collected during this observation. Based on the evidence, mark areas where the evaluatee falls on the rubrics below. It is anticipated that individuals may fall in more than one area of a given standard. Please mark the continuum based on your observations.

Teacher:

Site:

Date:

Observation #:

Standard 1: Engaging and Supporting All Students in Learning

- 1.1 Using knowledge of students to engage them in learning
- 1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences and interests
- 1.3 Connecting subject matter to meaningful, real-life contexts
- 1.4 Using a variety of instructional strategies, resources and technologies to meet students' diverse learning needs
- 1.5 Promoting critical thinking through inquiry, problem solving and reflection
- 1.6 Monitoring student learning and adjusting instruction while teaching

EVIDENCE:

EMERGING	EXPLORING	APPLYING	INTEGRATING	INNOVATING
Expands awareness of curriculum and instructional practices to support understanding and engage students in learning	Explores use of additional instructional practices to teach the curriculum and support students' understanding and engagement	Implements the curriculum using a variety of instructional practices and supplemental resources selected to improve students' understanding and engagement	Integrates extensive knowledge of curriculum, instructional practices, and supplemental resources to enhance and deepen students' understanding and engagement	Designs and implements comprehensive curriculum with multiple and varied instructional strategies and resources to support in depth studies of content and promotes high levels of students' understanding and engagement

Standard 2: Creating and Maintaining Effective Environments for Student Learning

- 2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully
- 2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity and encourage constructive and productive interactions among students
- 2.3 Establishing and maintaining learning environments that are physically, intellectually and emotionally safe
- 2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students
- 2.5 Developing, communicating and maintaining high standards for individual and group behavior
- 2.6 Employing classroom routines, procedures, norms and supports for positive behavior to ensure a climate in which all students can learn
- 2.7 Using instructional time to optimize learning

EVIDENCE:

EMERGING	EXPLORING	APPLYING	INTEGRATING	INNOVATING
Recognizes the importance of building a positive learning environment that is focused on achievement	Guides the development of a respectful learning environment focused on achievement	Maintains a respectful and supportive learning environment in which all students can achieve	Provides a respectful and rigorous learning environment that supports and challenges all students to achieve	Facilitates a learning environment that is respectful, rigorous, and responsive in advancing student achievement.

Standard 3: Understanding and Organizing Subject Matter for Student Learning

- 3.1 Demonstrating knowledge of subject matter, academic content standards and curriculum frameworks
- 3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter
- 3.3 Organizing curriculum to facilitate student understanding of the subject matter
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- 3.5 Using and adapting resources, technologies and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students
- 3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content

EVIDENCE:

EMERGING	EXPLORING	APPLYING	INTEGRATING	INNOVATING
Demonstrates knowledge of teaching discrete skills described in the California Standards for the Teaching Professional (CSTP)	Expands knowledge of related elements of effective instruction, learning goals, assessments and content as informed by the CSTP	Utilizes knowledge of CSTP to make connections between elements of effective instruction, learning goals, assessments and content standards	Articulates knowledge of the inter-relationships between elements of effective instruction, learning goals, assessments and content across the CSTP	Applies in depth knowledge of the CSTP to interconnect effective instruction, learning, goals and assessment within and across content areas

Standard 4: Planning Instruction and Designing Learning Experiences for All Students

- 4.1 Using background knowledge of students' academic readiness, language proficiency, cultural background and individual development to plan instruction
- 4.2 Establishing and articulating goals for student learning
- 4.3 Developing and sequencing long-term and short-term instructional plans to support student learning
- 4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students
- 4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students

EVIDENCE:

EMERGING	EXPLORING	APPLYING	INTEGRATING	INNOVATING
Plans lessons using available curriculum and resources	Plans lessons using expanded understanding of curriculum, related materials, resources and assessments	Plans differentiated instruction using a variety of adjustments and adaptations in lessons	Plans lessons using a broad range of strategies to differentiate instruction as informed by multiple assessments	Plans instruction flexibly utilizing a repertoire of instructional practices to differentiate instruction as informed by ongoing assessments

Standard 5 Assessing Students for Learning

- 5.1 Applying knowledge of the purposes, characteristics and uses of different types of assessments
- 5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction
- 5.3 Reviewing data, both individually and with colleagues, to monitor student learning
- 5.4 Using assessment data to establish learning goals and to plan, differentiate and modify instruction
- 5.5 Involving all students in self-assessment, goal setting and monitoring progress
- 5.6 Using available technologies to assist in assessment, analysis and communication of student learning
- 5.7 Using assessment information to share timely and comprehensible feedback with students and their families

EVIDENCE:

EMERGING	EXPLORING	APPLYING	INTEGRATING	INNOVATING
Develops understanding of required assessments and uses of data to inform student progress	Explores the use of different types of assessments to expand understanding of students' learning needs and to support planning	Utilizes a variety of assessments that provide targeted data on student learning to guide planning; collaborates and reflects regularly with colleagues to improve teaching practice and student success	Develops, adapts, and integrates assessments into instruction that provide ongoing data to guide planning differentiated instruction matched to assessed needs of students	Utilizes a wide range of assessments strategically, systematically and flexibly throughout instruction to identify students' learning needs and guide ongoing adjustments in instruction that maximize student learning

Standard 6: Developing as a Professional Educator

- 6.1 Reflecting on teaching practice in support of student learning
- 6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development
- 6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning
- 6.4 Working with families to support student learning
- 6.5 Engaging local communities in support of the instructional program
- 6.6 Managing professional responsibilities to maintain motivation and commitment to all students.
- 6.7 Demonstrating professional responsibility, integrity and ethical conduct

EVIDENCE:

EMERGING	EXPLORING	APPLYING	INTEGRATING	INNOVATING
Works collaboratively with colleagues to reflect and improve teaching practice for student success	Seeks collaboration with colleagues, resource personnel and families to reflect on ways to improve teaching practice and student success	Collaborates and reflects regularly with colleagues to improve teaching practice and student success	Analyzes and integrates information from a wide range of sources to expand skills of collaboration and reflection as a habit of practice to impact teacher effectiveness and student learning	Engages in and facilitates collaborative learning communities focused on providing quality instruction and optimal learning for the full range of students

Evidence of student learning outcomes:	
Areas of strength:	Recommendations:
At this point in the evaluation process, the evaluatee is: <input type="checkbox"/> Proficient <input type="checkbox"/> Progressing towards proficiency <input type="checkbox"/> In need of a <i>Standards Based Assistance & Support Action Plan</i> *	* If this box is checked, a <i>Standards Based Assistance & Support Action Plan</i> is required and must be a collaborative effort of both the evaluatee and the evaluator.
Evaluator's signature:	Date:
Evaluatee's signature:	Date:



SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT

SELF-REFLECTION PRIOR TO FINAL EVALUATION

Using student achievement data and the fall/spring *Self Reflection of Teaching Practice*, please complete this form and submit to your evaluator ten (10) days prior to the final evaluation conference. These questions are provided for self-reflection in preparation for the final evaluation meeting. The questions are designed to focus on professional growth and to provide the evaluator with a comprehensive view of your progress during the instructional year.

1. What progress have you made toward accomplishment of your professional development goal for this year?
2. What evidence do you have to show student learning (please provide samples of student work and/or artifacts supporting this evidence)?
3. Please describe the professional growth activities you have participated in this year, and any recent contributions made to our profession. i.e., participation in activities to promote education, site, district or other committees.
4. What key learnings have occurred for you this year?
5. Articulate your next areas of focus for continued professional growth.



**SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT
CERTIFICATED FINAL EVALUATION**

Name:	Site:	Date:
Temp <input type="checkbox"/> Prob 1 <input type="checkbox"/> Prob 2 <input type="checkbox"/> Permanent <input type="checkbox"/>		
Subject/Grade Level:		

STANDARD 1: Engaging and Supporting All Students in Learning				
EMERGING <input type="checkbox"/>	EXPLORING <input type="checkbox"/>	APPLYING <input type="checkbox"/>	INTEGRATING <input type="checkbox"/>	INNOVATING <input type="checkbox"/>
1.1 Using knowledge of students to engage them in learning 1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences and interests 1.3 Connecting subject matter to meaningful, real-life contexts 1.4 Using a variety of instructional strategies, resources and technologies to meet students' diverse learning needs 1.5 Promoting critical thinking through inquiry, problem solving and reflection 1.6 Monitoring student learning and adjusting instruction while teaching COMMENTS:				

STANDARD 2: Creating and Maintaining Effective Environments for Student Learning				
EMERGING <input type="checkbox"/>	EXPLORING <input type="checkbox"/>	APPLYING <input type="checkbox"/>	INTEGRATING <input type="checkbox"/>	INNOVATING <input type="checkbox"/>
2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully 2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity and encourage constructive and productive interactions among students 2.3 Establishing and maintaining learning environments that are physically, intellectually and emotionally safe 2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students 2.5 Developing, communicating and maintaining high standards for individual and group behavior 2.6 Employing classroom routines, procedures, norms and supports for positive behavior to ensure a climate in which all students can learn 2.7 Using instructional time to optimize learning COMMENTS:				

STANDARD 3: Understanding and Organizing Subject Matter for Student Learning				
EMERGING <input type="checkbox"/>	EXPLORING <input type="checkbox"/>	APPLYING <input type="checkbox"/>	INTEGRATING <input type="checkbox"/>	INNOVATING <input type="checkbox"/>
3.1 Demonstrating knowledge of subject matter, academic content standards and curriculum frameworks 3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter 3.3 Organizing curriculum to facilitate student understanding of the subject matter 3.4 Utilizing instructional strategies that are appropriate to the subject matter 3.5 Using and adapting resources, technologies and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students 3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content COMMENTS:				
STANDARD 4: Planning Instruction and Designing Learning Experiences for All Students				
EMERGING <input type="checkbox"/>	EXPLORING <input type="checkbox"/>	APPLYING <input type="checkbox"/>	INTEGRATING <input type="checkbox"/>	INNOVATING <input type="checkbox"/>
4.1 Using background knowledge of students' academic readiness, language proficiency, cultural background and individual development to plan instruction 4.2 Establishing and articulating goals for student learning 4.3 Developing and sequencing long-term and short-term instructional plans to support student learning 4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students 4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students COMMENTS:				

STANDARD 5: Assessing Students for Learning

EMERGING <input type="checkbox"/>	EXPLORING <input type="checkbox"/>	APPLYING <input type="checkbox"/>	INTEGRATING <input type="checkbox"/>	INNOVATING <input type="checkbox"/>
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- 5.1 Applying knowledge of the purposes, characteristics and uses of different types of assessments
- 5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction
- 5.3 Reviewing data, both individually and with colleagues, to monitor student learning
- 5.4 Using assessment data to establish learning goals and to plan, differentiate and modify instruction
- 5.5 Involving all students in self-assessment, goal setting and monitoring progress
- 5.6 Using available technologies to assist in assessment, analysis and communication of student learning
- 5.7 Using assessment information to share timely and comprehensible feedback with students and their families

COMMENTS:

STANDARD 6: Developing as a Professional Educator

EMERGING <input type="checkbox"/>	EXPLORING <input type="checkbox"/>	APPLYING <input type="checkbox"/>	INTEGRATING <input type="checkbox"/>	INNOVATING <input type="checkbox"/>
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- 6.1 Reflecting on teaching practice in support of student learning
- 6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development
- 6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning
- 6.4 Working with families to support student learning
- 6.5 Engaging local communities in support of the instructional program
- 6.6 Managing professional responsibilities to maintain motivation and commitment to all students.
- 6.7 Demonstrating professional responsibility, integrity and ethical conduct

COMMENTS:

<p>Progress towards meeting professional goals:</p> <p>COMMENTS:</p>
<p>Evidence of student learning:</p>
<p>Commendations:</p> <p>Recommendations:</p>

<p><u>Date of final evaluation meeting</u></p>
<p>EVALUATEE COMMENTS: Evaluatee may write a response to this final evaluation with 10 days. The response will be attached to this final evaluation.</p>
<p>SUMMARY OF FINAL EVALUATION</p> <p><input type="checkbox"/> Proficient</p> <p><input type="checkbox"/> Progressing towards proficiency</p> <p><input type="checkbox"/> Unsatisfactory</p> <p>If employee receives an unsatisfactory evaluation, a <i>Standards Based Support & Assistance Action Plan</i> will be created, as appropriate, to support the growth and improvement of the employee for the following year.</p>

Signature indicates knowledge of, not necessarily agreement with, the final evaluation. Additional comments may be made by the evaluatee and attached. The evaluatee has ten (10) working days to respond before this report is placed in the personnel file.

<p>Administrator's Signature:</p>	<p>Date</p>
<p>Evaluatee's Signature:</p>	<p>Date</p>



**SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT
STANDARDS BASED ASSISTANCE & SUPPORT ACTION PLAN**

If an individual receives a *Standards Based Observation Form* or *Certificated Final Evaluation* requiring a *Standards Based Assistance & Support Action Plan*, this document must be completed as a collaborative effort of both the evaluatee and the evaluator. Specific actions and recommendations shall be listed for assistance and support related to the standard(s) as needed.

Administrator:
Evaluatee:

Site:

Date:

Standard 1: Engaging and Supporting All Students in Learning

- 1.1 Using knowledge of students to engage them in learning
- 1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences and interests
- 1.3 Connecting subject matter to meaningful, real-life contexts
- 1.4 Using a variety of instructional strategies, resources and technologies to meet students' diverse learning needs
- 1.5 Promoting critical thinking through inquiry, problem solving and reflection
- 1.6 Monitoring student learning and adjusting instruction while teaching

Areas of Assistance and Support	Specific Actions and Desired Outcomes	Person(s) Responsible for Implementation of Actions	Timeline

Evaluatee Signature	Date	Administrator Signature	Date

Signature indicates this document has been reviewed and is based on discussion and information from recent observations or evaluations. Signature does not necessarily indicate agreement with the *Standards Based Observation Form* or *Certificated Final Evaluation*.



**SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT
STANDARDS BASED ASSISTANCE & SUPPORT ACTION PLAN**

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Administrator:

Site:

Date:

Evaluatee:

Standard 2: Creating and Maintaining Effective Environments for Student Learning

- 2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully
- 2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity and encourage constructive and productive interactions among students
- 2.3 Establishing and maintaining learning environments that are physically, intellectually and emotionally safe
- 2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students
- 2.5 Developing, communicating and maintaining high standards for individual and group behavior
- 2.6 Employing classroom routines, procedures, norms and supports for positive behavior to ensure a climate in which all students can learn
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Areas of Assistance and Support:	Specific Actions and Desired Outcomes	Person(s) Responsible for Implementation of Actions	Timeline

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**SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT
STANDARDS BASED ASSISTANCE & SUPPORT ACTION PLAN**

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Administrator:
Evaluatee:

Site:

Date:

Standard 3: Understanding and Organizing Subject Matter for Student Learning

- 3.1 Demonstrating knowledge of subject matter, academic content standards and curriculum frameworks
- 3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter
- 3.3 Organizing curriculum to facilitate student understanding of the subject matter
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Areas of Assistance and Support	Specific Actions and Desired Outcomes	Person(s) Responsible for Implementation of Actions	Timeline

Evaluatee Signature	Date	Administrator Signature	Date
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STANDARDS BASED ASSISTANCE & SUPPORT ACTION PLAN**

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Administrator:
Evaluatee:

Site:

Date:

Standard 4: Planning Instruction and Designing Learning Experiences for All Students

- 4.1 Using background knowledge of students' academic readiness, language proficiency, cultural background and individual development to plan instruction
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- 4.3 Developing and sequencing long-term and short-term instructional plans to support student learning
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Areas of Assistance and Support	Specific Actions and Desired Outcomes	Person(s) Responsible for Implementation of Actions	Timeline

Evaluatee Signature	Date	Administrator Signature	Date
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**SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT
STANDARDS BASED ASSISTANCE & SUPPORT ACTION PLAN**

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Administrator:
Evaluatee:

Site:

Date:

Standard 5 Assessing Students for Learning

- 5.1 Applying knowledge of the purposes, characteristics and uses of different types of assessments
- 5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction
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Areas of Assistance and Support	Specific Actions and Desired Outcomes	Person(s) Responsible for Implementation of Actions	Timeline

Evaluatee Signature	Date	Administrator Signature	Date

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**SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT
STANDARDS BASED ASSISTANCE & SUPPORT ACTION PLAN**

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Administrator:
Evaluatee:

Site:

Date:

Standard 6: Developing as a Professional Educator

- 6.1 Reflecting on teaching practice in support of student learning
- 6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development
- 6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning
- 6.4 Working with families to support student learning
- 6.5 Engaging local communities in support of the instructional program
- 6.6 Managing professional responsibilities to maintain motivation and commitment to all students.
- 6.7 Demonstrating professional responsibility, integrity and ethical conduct

Areas of Assistance and Support	Specific Actions and Desired Outcomes	Person(s) Responsible for Implementation of Actions	Timeline

Evaluatee Signature	Date	Administrator Signature	Date

Signature indicates this document has been reviewed and is based on discussion and information from recent observations or evaluations. Signature does not necessarily indicate agreement with the ***Standards Based Observation Form*** or ***Certificated Final Evaluation***.



**SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT
REMEDATION PLAN**

If an evaluatee receives a *Standards Based Assistance & Support Action Plan* and has not demonstrated the needed growth, a *Remediation Plan* will be written for the evaluatee. The *Remediation Plan* shall be prescriptive in nature, as written by the evaluator, and shall be the basis of the required evaluation process for the following school year. Specific actions and recommendations shall be listed for remediation related to the standard(s) as needed.

Administrator:
Evaluatee:

Site:

Date:

Standard 1: Engaging and Supporting All Students in Learning

- 1.1 Using knowledge of students to engage them in learning
- 1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences and interests
- 1.3 Connecting subject matter to meaningful, real-life contexts
- 1.4 Using a variety of instructional strategies, resources and technologies to meet students' diverse learning needs
- 1.5 Promoting critical thinking through inquiry, problem solving and reflection
- 1.6 Monitoring student learning and adjusting instruction while teaching

Areas of Remediation	Specific Actions and Desired Outcomes	Person(s) Responsible for Implementation of Actions	Timeline

Evaluatee Signature	Date	Administrator Signature	Date

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**SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT
REMEDICATION PLAN**

If an evaluatee receives a *Standards Based Assistance & Support Action Plan* and has not demonstrated the needed growth, a *Remediation Plan* will be written for the evaluatee. The *Remediation Plan* shall be prescriptive in nature, as written by the evaluator, and shall be the basis of the required evaluation process for the following school year. Specific actions and recommendations shall be listed for remediation related to the standard(s) as needed.

Administrator:

Evaluatee:

Site:

Date:

Standard 2: Creating and Maintaining Effective Environments for Student Learning

- 2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully
- 2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity and encourage constructive and productive interactions among students
- 2.3 Establishing and maintaining learning environments that are physically, intellectually and emotionally safe
- 2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students
- 2.5 Developing, communicating and maintaining high standards for individual and group behavior
- 2.6 Employing classroom routines, procedures, norms and supports for positive behavior to ensure a climate in which all students can learn
- 2.7 Using instructional time to optimize learning

Areas of Remediation	Specific Actions and Desired Outcomes	Person(s) Responsible for Implementation of Actions	Timeline

Evaluatee Signature	Date	Administrator Signature	Date
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**SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT
REMEDATION PLAN**

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Administrator:

Site:

Date:

Evaluatee:

Standard 3: Understanding and Organizing Subject Matter for Student Learning

- 3.1 Demonstrating knowledge of subject matter, academic content standards and curriculum frameworks
- 3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter
- 3.3 Organizing curriculum to facilitate student understanding of the subject matter
- 3.4 Utilizing instructional strategies that are appropriate to the subject matter
- 3.5 Using and adapting resources, technologies and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students
- 3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content

Areas of Remediation	Specific Actions and Desired Outcomes	Person(s) Responsible for Implementation of Actions	Timeline

Evaluatee Signature	Date	Administrator Signature	Date

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**SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT
REMEDATION PLAN**

If an evaluatee receives a *Standards Based Assistance & Support Action Plan* and has not demonstrated the needed growth, a *Remediation Plan* will be written for the evaluatee. The *Remediation Plan* shall be prescriptive in nature, as written by the evaluator, and shall be the basis of the required evaluation process for the following school year. Specific actions and recommendations shall be listed for remediation related to the standard(s) as needed.

Administrator:
Evaluatee:

Site:

Date:

Standard 4: Planning Instruction and Designing Learning Experiences for All Students

- 4.1 Using background knowledge of students' academic readiness, language proficiency, cultural background and individual development to plan instruction
- 4.2 Establishing and articulating goals for student learning
- 4.3 Developing and sequencing long-term and short-term instructional plans to support student learning
- 4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students
- 4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students

Areas of Remediation	Specific Actions and Desired Outcomes	Person(s) Responsible for Implementation of Actions	Timeline

Evaluatee Signature	Date	Administrator Signature	Date

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**SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT
REMEDATION PLAN**

A If an evaluatee receives a *Standards Based Assistance & Support Action Plan* and has not demonstrated the needed growth, a *Remediation Plan* will be written for the evaluatee. The *Remediation Plan* shall be prescriptive in nature, as written by the evaluator, and shall be the basis of the required evaluation process for the following school year. Specific actions and recommendations shall be listed for remediation related to the standard(s) as needed.

Administrator:
Evaluatee:

Site:

Date:

Standard 5 Assessing Students for Learning

- 5.1 Applying knowledge of the purposes, characteristics and uses of different types of assessments
- 5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction
- 5.3 Reviewing data, both individually and with colleagues, to monitor student learning
- 5.4 Using assessment data to establish learning goals and to plan, differentiate and modify instruction
- 5.5 Involving all students in self-assessment, goal setting and monitoring progress
- 5.6 Using available technologies to assist in assessment, analysis and communication of student learning
- 5.7 Using assessment information to share timely and comprehensible feedback with students and their families

Areas of Remediation	Specific Actions and Desired Outcomes	Person(s) Responsible for Implementation of Actions	Timeline

Evaluatee Signature	Date	Administrator Signature	Date

Signature indicates this document has been reviewed and is based on discussion and information from recent observations or evaluations. Signature does not necessarily indicate agreement with the ***Standards Based Observation Form or Certificated Final Evaluation***.



**SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT
REMEDATION PLAN**

If an evaluatee receives a *Standards Based Assistance & Support Action Plan* and has not demonstrated the needed growth, a *Remediation Plan* will be written for the evaluatee. The *Remediation Plan* shall be prescriptive in nature, as written by the evaluator, and shall be the basis of the required evaluation process for the following school year. Specific actions and recommendations shall be listed for remediation related to the standard(s) as needed.

Administrator:

Site:

Evaluatee:

Date:

Standard 6: Developing as a Professional Educator

- 6.1 Reflecting on teaching practice in support of student learning
- 6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development
- 6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning
- 6.4 Working with families to support student learning
- 6.5 Engaging local communities in support of the instructional program
- 6.6 Managing professional responsibilities to maintain motivation and commitment to all students.
- 6.7 Demonstrating professional responsibility, integrity and ethical conduct

Areas of Remediation	Specific Actions and Desired Outcomes	Person(s) Responsible for Implementation of Actions	Timeline

Evaluatee Signature	Date	Administrator Signature	Date

Signature indicates this document has been reviewed and is based on discussion and information from recent observations or evaluations. Signature does not necessarily indicate agreement with the ***Standards Based Observation Form or Certificated Final Evaluation***.



SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT

CERTIFICATED SELF-EVALUATION -PLAN B

Teacher:

Site:

Grade/Department:

Evaluation Year:

Plan B is a self-evaluation option. It was developed to encourage creativity and personal reflection. Eligibility for Plan B Evaluation is described in detail in the SRVUSD/SRVEA collective bargaining agreement, Article XIX, Section 2.a. If you plan to use the Plan B option, please complete this form and submit a copy to your administrator by September 15. Listed below are guidelines to follow in the self-evaluation process:

1. The *Individual Professional Development Goal form*- due to administrator by October 1.
2. The goal should be based on the California Standards for the Teacher Profession (CSTP).
3. The *Plan B Self Evaluation form* should be completed and shared with the administrator- by April 30.
4. Self-evaluation may take a variety of forms, such as a group of teachers choosing the same objective and working on the objective collaboratively.

I PLAN TO USE THE PLAN B SELF-EVALUATION OPTION

Print Name

Site

Employee Signature

Date

Administrator Signature

Date



SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT

PLAN B SELF-EVALUATION

Using student achievement data and your fall/spring Self Reflection documents please complete this form and share it with your administrator by April 30. The questions are designed to help you focus on the professional growth you have made this year.

1. What progress have I made toward accomplishment of my professional development goal for this year?
2. What evidence do I have to show student learning (please provide samples of student work and/or artifacts supporting this evidence)?
3. Please describe the professional growth activities you have participated in this year, or the recent contributions made to our profession. i.e., participation in activities to promote education, site, district or other committees.
4. What key learnings have occurred for you this year?
5. What will be your next areas of focus for continued professional growth?

PLAN B SELF-EVALUATION COMPLETED

Employee Signature

Date

Administrator Signature

Date



SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT

PLAN A – 5 YEAR EVALUATION CYCLE

Teacher:

Site:

Grade/Department:

Evaluation Year:

Subject to the provisions of Education Code sections 44664, employees who meet all of the following criteria have the right to use Plan A, be evaluated at least every five (5) years rather than every two (2) years:

1. The employee has permanent status; and
2. The employee has been employed at least 10 years with the school district; and
3. The employee's most recent evaluation was satisfactory; and
4. Between the employee's most recent evaluation and the end of the school year preceding the year of evaluation, all observations have been satisfactory; and
5. Both the employee and the evaluator consent to this evaluation schedule.

I plan to use the Plan A- 5 year evaluation schedule.

Print Name

Site

Employee Signature

Date

Administrator Signature

Date

APPENDIX B

GRIEVANCE FORMS



San Ramon Valley Unified School District
Human Resource Department
Danville, CA

GRIEVANCE FORM – LEVEL I

(to be used for filing a Grievance under the Certificated Collective Bargaining Agreement)

Submission of Complaint - All portions of this section must be completed by the grievant.

Employee Name: _____ Work Location: _____

1. Statement of the Grievance (attach extra sheets if necessary): _____

2. Section of the Agreement violated: _____

3. Decision rendered at informal level (if any): _____

4. Remedy sought: _____

DISTRIBUTION:

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

Immediate Supervisor's Response: _____

(Date)

(Signature)

DISTRIBUTION:

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



San Ramon Valley Unified School District
Human Resource Department
Danville, CA

GRIEVANCE FORM – LEVEL II

Appeal to Superintendent or Designee - All portions of this section must be completed by the grievant. Copy #2 of completed Grievance Form – Level I must be attached.

Reason for Appeal: _____

Remedy sought: _____

(Date) (Signature)

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

Superintendent or Designee Response: _____

(Date) (Signature)

DISTRIBUTION:
Upon completion of this section, the Superintendent or designee shall Retain original and forward copy #2 and copy @ of Level 1 Grievance Form to grievant, and copy #3 to grievant's immediate supervisor. HR: CERT: 12204 (

APPENDIX C

SALARY SCHEDULES

SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT
2022-23 Credentialed Teachers' Salary Schedule, 186 work days

STEP	A AB		B +15		C +30		D +45		E +60		F +75	
	Annually	Annually	Annually	Annually	Annually	Annually	Annually	Annually	Annually	Annually	Annually	Annually
1	61,257	61,261	61,262	61,262	61,262	62,061	66,279	66,279				
2	61,261	61,262	61,265	61,265	61,265	65,036	69,205	69,205				
3	61,262	61,265	61,265	61,265	63,404	67,837	72,290	72,290				
4	61,265	61,523	66,113	66,113	70,715	73,461	75,217	75,217				
5	61,267	64,081	68,822	68,822	71,492	76,298	78,144	78,144				
6	61,852	66,630	71,492	71,492	74,279	79,176	81,246	81,246				
7		69,205	74,279	74,279	77,020	82,006	84,122	84,122				
8		71,828	77,020	77,020	79,688	84,849	87,174	87,174				
9		74,538	79,688	79,688	82,321	87,648	90,090	90,090				
10		77,117	82,321	82,321	85,066	90,564	93,020	93,020				
11		79,688	85,066	85,066	87,807	93,398	95,940	95,940				
12		82,234	87,807	87,807			98,948	98,948				
13												103,890
14												105,091
15												106,286
16												107,483
17												108,675
18												109,862
19												111,060
20												112,253
21												113,444
25												114,644
												116,462

MASTERS and DOCTORAL STIPEND - 5.13% of Base Salary Credentialed C-1, Teachers' Salary Schedule: \$3,143

Credit for credentialed experience outside the District shall be given to a maximum of nine (9) years, ten (10) if hired for 2022-23. Effective 2023-24, the cap on out-of-district service credit will be eliminated for all new unit members. Existing unit members who provide the District with verification of having had outside experience will be advanced on the salary schedule so as to reflect that experience. No retroactive payments, as a result of this change, will be made for previous years of employment.
 To count as a year of experience for initial salary schedule placement, at least seventy-five percent (75%) of the school year must have been served under full-time contract.

Hourly "INSTRUCTIONAL" Service - \$55.57 (.08075 % of Credentialed Teachers' Salary Schedule, C-5)
 Hourly "NON-INSTRUCTIONAL" Service - \$49.47 (.08075 % of Credentialed Teachers' Salary Schedule, C-1)
 Counselor Salary Schedule: Credentialed Teacher Salary Schedule plus 10% : 198 days

Increases: 95/6 = 4%, 95/6 additional 1%; 96/7 = 5%; 97/8 = 5.25%; 98/9 = 4%; 99/0 = 3% + Beginning Teacher Salary Incentive; 00/01=10%; 01/02=2%; 02/03=1.8%, 2% post retirement benefits; 03/04 = 0%; 04/05 = 3.4%, .1% post retirement benefit; 05/06=5%; 06/07 = 8.3%; 07/08=2.3%; 08/09 = 0%; 09/10 = 0%; 10/11 = 4 Budget -cut Days, Revised 10/11 = 2 Budget-cut Days; 11/12 = 1.08% (one-time); 12/13 = 4% one time payment; 13/14 = 4% (effective 1/1/14); 14/15 = 2% & 2.38% (one-time); 15/16 = 5%, 0.07% contributed to Retiree Benefits Trust & 4% (one-time); 16/17 = 3%; 17/18 = 2% (one-time); 18/19 = 4%, 0.18% contributed to Retiree Benefits Trust; 19/20 = 2.5% + an additional 0.5% added to top cell (F+75, Step 25) only, .06% contributed to Retiree Benefits Trust; 20/21 = 1%; 21/22 = 3% + 1% (one-time); 22/23 = 8.5% + 1% (one-time)

* Holding a valid California Teaching Credential. (May also have Emergency Permit or waiver for specific assignment)

SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT

2022-23 Non Credentialed Teachers' Salary Schedule, 186 work days

STEP	A, AB		B+15		C+30		D+45		E+60		F+75
	Annually	Annually	Annually	Annually	Annually	Annually	Annually	Annually	Annually	Annually	Annually
1	59,086	59,086	59,086	59,086	62,061	62,061	62,061	62,061	66,279	66,279	
2	59,086	59,086	59,086	60,654	65,036	65,036	65,036	65,036	69,205	69,205	
3	59,086	59,086	59,086	63,404	67,837	67,837	67,837	67,837	72,290	72,290	
4	59,086	61,523	66,113	70,715	73,461	73,461	73,461	73,461	78,144	78,144	
5	59,369	64,081	68,822	71,492	76,298	76,298	76,298	76,298	81,246	81,246	
6	61,852	66,630	71,492	74,279	79,176	79,176	79,176	79,176	84,122	84,122	
7		69,205	74,279	77,020	82,006	82,006	82,006	82,006	87,174	87,174	
8		71,828	77,020	79,688	84,849	84,849	84,849	84,849	90,090	90,090	
9		74,538	79,688	82,321	87,648	87,648	87,648	87,648	93,020	93,020	
10		77,117	82,321	85,066	90,564	90,564	90,564	90,564	95,940	95,940	
11		79,688	85,066	87,807	93,398	93,398	93,398	93,398	98,948	98,948	
12		82,234	87,807								103,890
13											105,091
14											106,286
15											107,483
16											108,675
17											109,862
18											111,060
19											112,253
20											113,444
21											114,644
25											116,462

MASTER'S and DOCTORAL STIPEND - 5.13% of Base Salary Credentialed C-1, Teachers' Salary Schedule. \$3,143

Hourly "INSTRUCTIONAL" Service - \$55.57 (.08075 % of Credentialed Teachers' Salary Schedule, C-5)

Hourly "NON-INSTRUCTIONAL" Service - \$49.47 (.08075 % of Credentialed Teachers' Salary Schedule, C-1)

Counselor Salary Schedule: Credentialed Teacher Salary Schedule plus 10% : 198 days

Increases: 95/6 = 4%, 95/6 additional 1%; 96/7 = 5%; 97/8 = 5%; 97/8 = 5.25%; 98/9 = 4%; 99/0 = 3% + Beginning Teacher Salary Incentive; 00/1=10%; 01/02 = 2%; 02/03=1.8%, .2% post retirement benefits; 03/04 = 0%; 04/05 = 3.4%, .1% post retirement benefits; 05/06 = 5%; 06/07 = 8.3%; 07/08=2.3%; 08/09 = 0%; 09/10 = 0%; 10/11 = 4 Budget-cut Days; Revised 10/11 = 2 Budget-cut Days; 11/12 = 1.08% (one-time); 12/13 = 4% one time payment; 13/14 = 4% (effective 1/1/14); 14/15 = 2% & 2.38% (one-time); 15/16 = 5%, 0.07% contributed to Retiree Benefits Trust & 4% (one-time); 16/17 = 3%; 17/18 = 2% (one-time); 18/19 = 4%, 0.18% contributed to Retiree Benefits Trust; 19/20 = 2.5% + an additional 0.5% added to top cell (F+75, Step 25) only, .06% contributed to Retiree Benefits Trust; 20/21 = 1%; 21/22 = 3% + 1% (one-time); 22/23 = 8.5% + 1% (one-time)

* Not holding a valid California Teaching Credential (Emergency Permit or Waiver is not considered a credential for salary purposes).

Effective Date: 7/1/22 Board Approved: 10/18/22

SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT
2022-23 Early Infant Program Teachers' Salary Schedule, 206 work days

STEP	A AB		B+15		C+30		D+45		E+60		F+75	
	Annually	Annually	Annually	Annually	Annually	Annually	Annually	Annually	Annually	Annually	Annually	Annually
1	67,843	67,843	67,845	67,847	67,847	68,734	68,734	73,407	73,407	73,407	73,407	73,407
2	67,845	67,845	67,847	67,848	67,848	72,030	72,030	76,647	76,647	76,647	76,647	76,647
3	67,847	67,847	67,848	70,223	70,223	75,131	75,131	80,063	80,063	80,063	80,063	80,063
4	67,848	67,848	68,137	73,220	73,220	78,316	78,316	83,305	83,305	83,305	83,305	83,305
5	67,849	67,849	70,972	76,223	76,223	81,362	81,362	86,545	86,545	86,545	86,545	86,545
6	68,501	68,501	73,794	79,177	79,177	84,500	84,500	89,978	89,978	89,978	89,978	89,978
7			76,647	82,269	82,269	87,690	87,690	93,167	93,167	93,167	93,167	93,167
8			79,554	85,305	85,305	90,826	90,826	96,548	96,548	96,548	96,548	96,548
9			82,552	88,254	88,254	93,974	93,974	99,776	99,776	99,776	99,776	99,776
10			85,411	91,173	91,173	97,071	97,071	103,025	103,025	103,025	103,025	103,025
11			88,254	94,212	94,212	100,305	100,305	106,257	106,257	106,257	106,257	106,257
12			91,075	97,250	97,250	103,442	103,442	109,588	109,588	109,588	109,588	109,588
13												115,062
14												116,389
15												117,713
16												119,036
17												120,361
18												121,677
19												123,004
20												124,321
21												125,645
22												126,971
25												128,987

MASTERS and DOCTORAL STIPEND - 5.13% of Base Salary Credentialled C-1, Teachers' Salary Schedule: \$3,143

Credit for credentialled experience outside the District shall be given to a maximum of nine (9) years, ten (10) if hired for 2022-23. Effective 2023-24, the cap on out-of-district service credit will be eliminated for all new unit members. Existing unit members who provide the District with verification of having had outside experience will be advanced on the salary schedule so as to reflect that experience. No retroactive payments, as a result of this change, will be made for previous years of employment.

To count as a year of experience for initial salary schedule placement, at least seventy-five percent (75%) of the school year must have been served under full-time contract.

Hourly "INSTRUCTIONAL" Service - \$55.57 (.08075 % of Credentialled Teachers' Salary Schedule, C-5)

Hourly "NON-INSTRUCTIONAL" Service - \$49.47 (.08075 % of Credentialled Teachers' Salary Schedule, C-1)

Counselor Salary Schedule: Credentialled Teacher Salary Schedule plus 10% : 198 days

Increases: 95/6 = 4%, 95/6 additional 1%; 96/7 = 5%; 97/8 = 5.25%; 98/9 = 4%; 99/0 = 3% + Beginning Teacher Salary Incentive; 00/01=10%, 01/02=2%, 02/03=1.8%, .2% post retirement benefits; 03/04 = 0%; 04/05 = 3.4%, .1% post retirement benefits; 05/06 = 5%; 06/07 = 8.3%; 07/08=2.3%; 08/19 = 0%; 09/10 = 0%; 10/11 = 4 Budget-cut Days; Revised 10/11 = 2 Budget-cut Days; 11/12 = 1.08% (one-time); 12/13 = 4% one time payment; 13/14 = 4% (effective 1/1/14); 14/15 = 2% & 2.38% (one-time); 15/16 = 5%, 0.07% contributed to Retiree Benefits Trust & 4% (one-time); 16/17 = 3%; 17/18 = 2% (one-time); 18/19 = 4%, 0.18% contributed to Retiree Benefits Trust; 19/20 = 2.5% + an additional 0.5% added to top cell (F+75, Step 25) only, .06% contributed to Retiree Benefits Trust; 20/21 = 1%; 21/22 = 3% + 1% (one-time); 22/23 = 8.5% + 1% (one-time)

* Holding a valid California Teaching Credential. (May also have Emergency Permit or waiver for specific assignment).

SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT
2022-23 Credentialed Health Educators/Teachers of the Visually Impaired Salary Schedule, 191 work days

STEP	A AB		B+15		C+30		D+45		E+60		F+75	
	Annually	Annually	Annually	Annually	Annually	Annually	Annually	Annually	Annually	Annually	Annually	Annually
1	62,904	62,906	62,907	63,730	68,062							
2	62,906	62,907	62,909	66,785	71,066							
3	62,907	62,909	65,109	69,660	74,235							
4	62,909	63,177	67,888	72,615	77,238							
5	62,912	65,803	70,671	75,436	80,243							
6	63,514	68,420	73,413	78,349	83,430							
7		71,066	76,277	81,306	86,383							
8		73,759	79,091	84,212	89,518							
9		76,542	81,831	87,130	92,511							
10		79,192	84,533	90,003	95,521							
11		81,831	87,352	93,000	98,521							
12		84,443	90,167	95,910	101,609							
13												106,683
14												107,915
15												109,142
16												110,374
17												111,597
18												112,817
19												114,044
20												115,269
21												116,494
25												117,726
25												119,593

MASTERS and DOCTORAL STIPEND - 5.13% of Base Salary Credentialed C-1, Teachers' Salary Schedule: \$3,143
 Credit for credentialed experience outside the District shall be given to a maximum of nine (9) years, ten (10) if hired for 2022-23. Effective 2023-24, the cap on out-of-district service credit will be eliminated for all new unit members. Existing unit members who provide the District with verification of having had outside experience will be advanced on the salary schedule so as to reflect that experience. No retroactive payments, as a result of this change, will be made for previous years of employment.
 To count as a year of experience for initial salary schedule placement, at least seventy-five percent (75%) of the school year must have been served under full-time contract.
 Effective July 1, 2020, relevant private sector experience shall be considered for initial placement on the salary schedule for Health Educators.
 Hourly "INSTRUCTIONAL" Service - \$55.57 (.08075 % of Credentialed Teachers' Salary Schedule, C-5)
 Hourly "NON-INSTRUCTIONAL" Service - \$49.47 (.08075 % of Credentialed Teachers' Salary Schedule, C-1)
 Increases: 95/6 = 4%, 95/6 additional 1%; 96/7 = 5%; 97/8 = 5.25%; 98/9 = 4%; 99/0 = 3% + Beginning Teacher Salary Incentive; 00/01=10%; 01/02=2%; 02/03=1.8%, 2% post retirement benefits; 03/04 = 0%; 04/05 = 3.4%, .1% post retirement benefit; 05/06=5%; 06/07 = 8.3%; 07/08=2.3%; 08/09 = 0%; 09/10 = 0%; 10/11 = 4 Budget-cut Days, Revised 10/11 = 2 Budget-cut Days; 11/12 = 1.08% (one-time); 12/13 = 4% one time payment; 13/14 = 4% (effective 1/1/14); 14/15 = 2% & 2.38% (one-time); 15/16 = 5%, 0.07% contributed to Retiree Benefits Trust & 4% (one-time); 16/17 = 3%; 17/18 = 2% (one-time); 18/19 = 4%, 0.18% contributed to Retiree Benefits Trust; 19/20 = 2.5% + an additional 0.5% added to top cell (F+75, Step 25) only, .06% contributed to Retiree Benefits Trust; 20/21 = 1%; 21/22 = 3% + 1% (one-time); 22/23 = 8.5% + 1% (one-time)
 * Holding a valid California Teaching Credential. (May also have Emergency Permit or waiver for specific assignment)
 ***New salary schedule established 2018-19 from 186 to 191 days for Health Educators. Health Educators receive an annual 5% stipend of their base salary effective 7/1/18.
 ***New salary schedule established 2022-23 from 186 to 191 days for Teachers of the Visually Impaired.

SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT

2022-23 Pupil Personnel Services, 198 work days

STEP	A AB		B +15		C +30		D +45		E +60		F +75		SLP's (191 Days)		Early Infant Program SLP's (211 Days)		Psychologists (196 Days)	
	Annually	Annually	Annually	Annually	Annually	Annually	Annually	Annually	Annually	Annually	Annually	Annually	Annually	Annually	Annually	Annually	Annually	Annually
1	67,385	67,386	67,387	68,270	72,907	72,907	72,907	72,907	72,907	72,907	72,907	72,907	72,907	107,391	118,637	118,637	110,201	110,201
2	67,386	67,387	67,388	71,541	76,126	76,126	76,126	76,126	76,126	76,126	76,126	76,126	76,126	111,076	122,707	122,707	113,984	113,984
3	67,387	67,388	69,746	74,621	79,520	79,520	79,520	79,520	79,520	79,520	79,520	79,520	79,520	114,712	126,724	126,724	117,716	117,716
4	67,388	67,675	72,721	77,784	82,740	82,740	82,740	82,740	82,740	82,740	82,740	82,740	82,740	118,606	131,025	131,025	121,710	121,710
5	67,389	70,491	75,707	80,810	85,957	85,957	85,957	85,957	85,957	85,957	85,957	85,957	85,957	122,897	135,766	135,766	126,113	126,113
6	68,034	73,292	78,642	83,930	89,371	89,371	89,371	89,371	89,371	89,371	89,371	89,371	89,371					
7		76,126	81,708	87,095	92,531	92,531	92,531	92,531	92,531	92,531	92,531	92,531	92,531					
8		79,013	84,725	90,209	95,893	95,893	95,893	95,893	95,893	95,893	95,893	95,893	95,893					
9		81,991	87,656	93,331	99,098	99,098	99,098	99,098	99,098	99,098	99,098	99,098	99,098					
10		84,829	90,550	96,408	102,325	102,325	102,325	102,325	102,325	102,325	102,325	102,325	102,325					
11		87,656	93,568	99,625	105,535	105,535	105,535	105,535	105,535	105,535	105,535	105,535	105,535					
12		90,454	96,588	102,739	108,843	108,843	108,843	108,843	108,843	108,843	108,843	108,843	108,843					
13																		
14																		
15																		
16																		
17																		
18																		
19																		
20																		
21																		
25																		

MASTER'S and DOCTORAL STIPEND - 5.13% of Base Salary Credentialed C-1, Teachers' Salary Schedule: \$3,143 (Master's not applicable for SLP's or School Psychologists)

Credit for credentialed experience outside the District shall be given to a maximum of nine (9) years, ten (10) if hired for 2022-23. Effective 2023-24, the cap on out-of-district service credit will be eliminated for all new unit members. Existing unit members who provide the District with verification of having had outside experience will be advanced on the salary schedule so as to reflect that experience. No retroactive payments, as a result of this change, will be made for previous years of employment. To count as a year of experience for initial salary schedule placement, at least seventy-five percent (75%) of the school year must have been served under full-time contract. Effective July 1, 2020, relevant private sector experience shall be considered for initial placement on the salary schedule for SLP's, Psychologists, and Social Workers.

WORK YEAR:

Counselor/Social Worker: 198 days.
 SLP's: New work year established 18/19. Separate schedule derived from School Psychologist schedule prorated to 191 days.
 MAUZY SLP's: New work year established 18/19. Separate schedule derived from School Psychologist schedule prorated to 211 days.
 Psychologists: Separate schedule, 196 days.

INCREASES: 95/6 = 4%, 95/6 additional 1%; 96/7 = 5%; 97/8 = 5.25%; 98/9 = 4%; 99/0 = 3% + Beginning Teacher Salary Incentive; 00/01=10%; 01/02=2%; 02/03=1.8%, .2% post retirement benefits; 03/04 = 0%; 04/05 = 3.4%, .1% post retirement benefit; 05/06=5%; 06/07 = 8.3%; 07/08=2.3%; 08/09 = 0%; 09/10 = 0%; 10/11 = 4 Budget-cut Days. Revised 10/11 = 2 Budget-cut Days; 11/12 = 1.08% (one-time); 12/13 = 4% one time payment; 13/14 = 4% (effective 1/1/14); 14/15 = 2% & 2.38% (one-time); 15/16 = 5%, 0.07% contributed to Retiree Benefits Trust & 4% (one-time); 16/17 = 3%; 17/18 = 2% (one-time); 18/19 = 4%, 0.18% contributed to Retiree Benefits Trust; 19/20 = 2.5% + an additional 0.5% added to top cell (F+75, Step 25 and Step 5 of SLP and Psychologist schedules) only, .06% contributed to Retiree Benefits Trust; 20/21 = 1%; 21/22 = 3% + 1% (one-time); 22/23 = 8.5% + 1% (one-time)

APPENDIX D

SIDE LETTERS

MEMORANDUM OF UNDERSTANDING
Between
SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT
And
SAN RAMON VALLEY EDUCATION ASSOCIATION

Extension
Difference Pay for Certificated Employees on Leave of Absence
For the 2022-23 School Year

The San Ramon Valley Unified School District (referred to herein as “the District”) and the San Ramon Valley Education Association (referred to herein as “the Association”) collectively referred to herein as “the parties”, mutually agree to extend the term of the attached Difference Pay for Certificated Employees on Leave of Absence MOU through June 30, 2023. All other provisions of the attached MOU shall remain in full force and effect during the term of this MOU.

The parties mutually agree that the provisions outlined herein become effective July 1, 2022, will be considered non-precedent-setting, and will sunset on June 30, 2023, unless extended or modified by mutual agreement. All provisions included herein shall be subject to the negotiated grievance procedure up to and including binding arbitration.

The signatures below acknowledge full understanding of and agreement with the provisions included herein.

For the Association:

Laura Finco
SRVEA President

Date

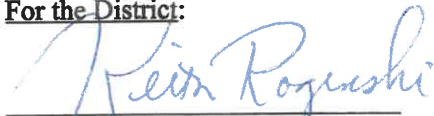
Melinda Daly
SRVEA Vice-President

Date

Dee Dee Judice
Lead Negotiator

Date

For the District:



Keith Rogenski
Assistant Superintendent, HR

Date



Melanie Jones
Executive Director, HR

Date

MEMORANDUM OF UNDERSTANDING
Between
SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT
And
SAN RAMON VALLEY EDUCATION ASSOCIATION

Extension
Difference Pay for Certificated Employees on Leave of Absence
For the 2022-23 School Year

The San Ramon Valley Unified School District (referred to herein as "the District") and the San Ramon Valley Education Association (referred to herein as "the Association") collectively referred to herein as "the parties", mutually agree to extend the term of the attached Difference Pay for Certificated Employees on Leave of Absence MOU through June 30, 2023. All other provisions of the attached MOU shall remain in full force and effect during the term of this MOU.

The parties mutually agree that the provisions outlined herein become effective July 1, 2022, will be considered non-precedent-setting, and will sunset on June 30, 2023, unless extended or modified by mutual agreement. All provisions included herein shall be subject to the negotiated grievance procedure up to and including binding arbitration.

The signatures below acknowledge full understanding of and agreement with the provisions included herein.

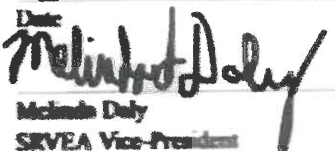
For the Association:



Laura Finco
SRVEA President

2/7/2023

Date:



Melinda Daly
SRVEA Vice-President

2/7/2023

Date:



Dee Dee Justice
Lead Negotiator

2-7-23

Date:

For the District:



Keith Rogowski
Assistant Superintendent, HR

2/7/2023

Date:



Melanie Jones
Executive Director, HR

2/7/2023

Date:

MEMORANDUM OF UNDERSTANDING
Between
SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT
And
SAN RAMON VALLEY EDUCATION ASSOCIATION

Difference Pay for Certificated Employees on Leave of Absence
During the 2021-22 School Year

The San Ramon Valley Unified School District (referred to herein as “the District”) and the San Ramon Valley Education Association (referred to herein as “the Association”) collectively referred to herein as “the parties”, recognize that the COVID-19 Pandemic has presented significant challenges for all school districts in the state of California related to hiring qualified certificated substitute teachers and filling daily substitute positions, including the San Ramon Valley Unified School District.

In response to these challenges and in order to ensure the District’s competitiveness with surrounding school districts in the area, the San Ramon Valley Board of Education took action on August 3, 2021 to increase the daily rate of pay for certificated substitute teachers a minimum of \$175 per day, effective August 10, 2021 for the 2021-22 school year.

Under normal circumstances, increasing the rate of pay for substitute teachers impacts the salary paid to certificated employees on leave who are compensated at a “sub differential” rate which is defined as the difference between their per diem rate of pay and the per diem rate paid to the substitute teacher who replaces them.

During the 2021-22 school year, certificated employees on leave will not bear any additional adverse financial impact in response to the Board’s action to increase the daily rate of pay for certificated substitutes.

As such, the “differential pay” for certificated employees on leave of absence will be based upon the substitute pay rates in effect prior to March 31, 2021 for the 2021-22 school year.

The parties mutually agree that the provisions outlined herein become effective immediately, will be considered non-precedent-setting, and will sunset on June 30, 2022 unless extended and/or modified by mutual agreement. All of the provisions of this MOU are subject to the negotiated grievance process including binding arbitration.

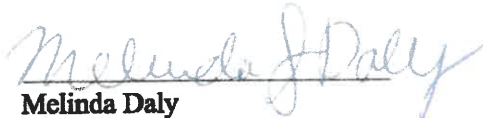
The signatures below acknowledge full understanding of and agreement with the terms above.

For the ASSOCIATION:



Laura Finco
SRVEA President

8/13/2021
Date



Melinda Daly
SRVEA Vice-President

8-13-2021
Date



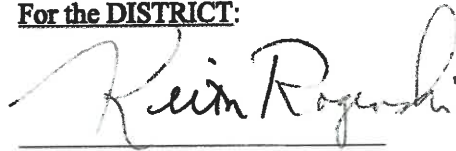
Dee Dee Judice
SRVEA Negotiations Co-Chair

8-13-2021
Date



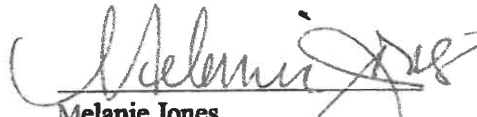
John Vespi
SRVEA Negotiations Co-Chair

For the DISTRICT:



Keith Rogenski
Assistant Superintendent, HR

8-13-2021
Date



Melanie Jones
Executive Director, HR

8-13-2021
Date

MEMORANDUM OF UNDERSTANDING
Between
SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT
And
SAN RAMON VALLEY EDUCATION ASSOCIATION

2023 Summer School Program

The San Ramon Valley Unified School District (referred to herein as “the District”) and the San Ramon Valley Education Association (referred to herein as “the Association”) collectively referred to herein as “the parties”, mutually agree with the importance of providing students with Summer School and Extended School Year (ESY) programs to provide additional learning opportunities and support beyond the regular school year for General and Special Education students in Preschool and Grades TK through Adult Transition is critical, and as such, the parties hereby agree as follows:

1. **Programs:** The District will determine program and course offerings for the summer school and ESY program in consultation with the Association.
 - a. **Instructional Model:** General Education, Grades K-12, students will be provided in-person instruction.
 - b. **General Education, Grades K-12 (Sample Schedule Below):** Unit members will be assigned to provide up to (4) four hours of in-person instruction.
 - c. The Math Advancement Program (MAP) will be offered to students in Grades 6-8 for the purposes of advancement in Math.
 - i. Each unit member assigned to MAP will support up to a maximum of 450 students and manage the Edgenuity platform as follows:
 - Oversee student progress and review student grades
 - Provide notification to students/parents on a regular basis on student progress towards meeting the course completion date and earning a passing grade for the course.
 - Be available to students and parents for information and technical support.
 - ii. MAP will utilize a feature in the Edgenuity online platform that provides students and parents access to student’s progress throughout the course.
 - iii. The District will communicate the expectations and details of MAP to staff, students and parents.
 - iv. Upon completion of MAP, teachers will send a District approved communication to students and parents and include the student’s proficiency and recommendation for advancement.
 - d. ESY shall be offered as follows:
 - SDC Preschool: (2) two sessions per day for a total of (4) four hours, in-person
 - Adult Transition and REACH Program: (3.5) three and a half hours per day, in-person
 - TK-12 SDC will follow general education schedule

e. **Supply Reimbursements**

- i. The funding for additional supplies necessary to support the curriculum will be available to each unit member, \$175, subject to the advanced approval of the summer school administrator.

2. **Instructional Calendar**

- a. ESY: June 12, 2023 - July 10, 2023
- b. Elementary & Middle School: June 12, 2023 - July 10, 2023
- c. High School
 - i. Session 1: June 12, 2023 - July 10, 2023
 - ii. Session 2: July 5, 2023 - July 24, 2023
- d. There will be no school for students and staff on June 19, 2023, July 3, 2023, and July 4, 2023.

3. **Tentative Summer School Program Schedule:**

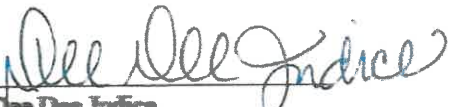
Program	Dates	Sessions	Hours
ESY: SDC Preschool Sites: TBD	June 12 - July 10 No School 6/19 No School 7/3-7/4	1 Session	AM Class 8:00 AM - 10:00 AM PM Class 10:05 AM- 12: 05 PM
ESY Elementary Sites TBD	June 12 - July 10 No School 6/19 No School 7/3-7/4	1 Session	8:00 AM - 12:30 PM
ESY (MS/HS) Sites TBD	June 12 - July 10 No School 6/19 No School 7/3-7/4	1 Session	8:00 AM- 12:30 PM
ESY: Adult Transition/ Reach Del Campus	June 12 - July 10 No School 6/19 No School 7/3-7/4	1 Session	9:00 AM-12:30 PM
Elementary Summer School Sites TBD	June 12 - July 10 No School 6/19 No School 7/3-7/4	1 Session	8:15 AM - 12:45 PM
Middle School Summer School Site TBD	June 12 - July 10 No School 6/19 No School 7/3-7/4	1 Session	8:30 AM - 1:00 PM


Math Advancement Program (MAP)	May 7 - July 25	1 Session	Self-paced, online
High School Summer School Site TBD	Session 1: June 12 - June 30 No School 6/19 (14 days) Session 2: July 5 - July 24 (14 days)	2 Sessions	8:30 AM - 1:00 PM

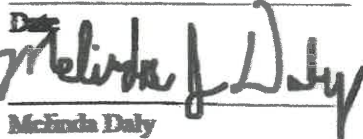
The parties mutually agree that the provisions outlined herein become effective immediately, will be considered non-precedent-setting, and will sunset on July 30, 2023, unless extended or modified by mutual agreement. All provisions included herein shall be subject to the negotiated grievance procedure up to and including binding arbitration.

The signatures below acknowledge full understanding of and agreement with the provisions included herein.


For the ASSOCIATION:

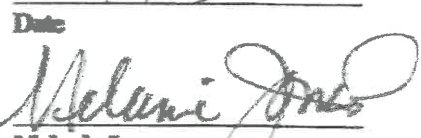

 Dee Dee Justice
 Bargaining Chair
 2-2-23

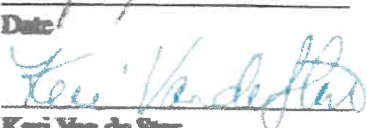

 Laura Finco
 SKVEA President
 2/2/2023


 Melinda J. Daly
 SKVEA Vice-President
 2/2/2023

For the DISTRICT:


 Keith Rogenski
 Assistant Superintendent, HR
 2/2/23


 Melanie Jones
 Executive Director, HR
 2/2/2023


 Keri Van de Star
 Certificated Director, HR
 2/2/23

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT
AND
SAN RAMON VALLEY EDUCATION ASSOCIATION**

**Before & After School Intervention
2022-23 School Year**

The San Ramon Valley Unified School District (SRVUSD) and the San Ramon Valley Education Association (SRVEA), collectively referred to as “the parties”, recognize the importance of providing intervention programs to address students’ academic and social emotional needs. To address these critical areas of need, and in alignment with our Strategic Directions which includes providing equitable learning outcomes for all students, the District will provide targeted small group intervention program sessions at each school site between October 13, 2022 and June 2, 2023 as follows:

1. Intervention Program Overview:

- Small group, targeted intervention will be provided in the areas of English Language Arts (ELA), Math or social emotional well-being (SEWB) based upon the following assessment data acquired during the 2022-23 school year:

Reading	Math	SEWB
CAASPP, Fastbridge, IXL, Running Records, Common Assessments, mClass assessment (DIBELS), CORE, additional site specific assessment	CAASPP, Fastbridge adaptive math, Fastbridge math facts, IXL diagnostic, common exit tickets	Wellness screeners, Counselor, or Teacher referral

- Intervention sessions will meet either before or after school for a minimum of thirty (30) minutes each meeting, three (3) times per week over a period of 12 weeks, for a total of 36 sessions.
 - Multiple intervention cycles may occur during the twelve (12) week intervention period.
- Small groups will consist of a minimum of 3 students and a maximum of 6 students except when larger groups are necessary for SEWB.
- Intervention providers must utilize progress monitoring during the course of the intervention period utilizing the district-provided progress monitoring tools.
- Students may be exited from the intervention group when proficiency has been demonstrated and new students may be added.
- The following grade levels, subject areas, and students will be explicitly targeted for intervention to the best extent possible:
 - Underserved student populations
 - Reading: Grades 1-5 & 6-8
 - Math: Grades 2, 4, 5, 6-8, and 11

- SBAC/CAASPP preparation for all grades assessed

2. **Curriculum:** Intervention program providers will utilize the following District approved curricular tools:

Approved Small Group Intervention Curricular Tools *Curricular tools must be evidence-based		
Reading/ELA	Math	Social Emotional Well-Being (SEWB)
<p>Elementary *Must be science of reading based</p> <ul style="list-style-type: none"> ● mClass Intervention ● Sonday ● 95% Phonics Intervention Kit ● Multi-Syllabic Word Work ● Comprehension Support for Upper Grades (use only after identifying that student does not struggle with decoding) ● SBAC/CAASPP Support: Lumos StepUp online program <p>*Leveled Literacy Intervention (LLI) is not allowed</p> <p>Secondary</p> <ul style="list-style-type: none"> ● For Foundational Reading Skills & Decoding: <ul style="list-style-type: none"> ○ mClass Intervention ○ PowerUp, Lexia ○ Multi-Syllabic Word Work ○ CORE (for qualified teachers who have attended training) ● For reading comprehension support: <ul style="list-style-type: none"> ○ Comprehension Support for Upper Grades ○ Jennifer Serravallo Resources ● SBAC/CAASPP Support: Lumos StepUp online program 	<p>Elementary</p> <ul style="list-style-type: none"> ● SRVUSD Elementary Math Resources ● Bridges Intervention ● SBAC/CAASPP Support: Lumos StepUp online program <p>Secondary</p> <ul style="list-style-type: none"> ● SRVUSD Middle School Math Intervention Resources ● IXL ● SBAC/CAASPP Support: Lumos StepUp online program 	<p>Elementary (suggestions for resources to design an intervention session)</p> <ul style="list-style-type: none"> ● CASEL ● Everfi SEL Modules ● Greater Good for Science ● HarmonySEL: Activities/Curriculum + Training ● Topical Small Group Intervention For example: friendship, executive functioning, character or topical SEWB book study, etc. <p>Secondary (suggestions for resources to design an intervention)</p> <ul style="list-style-type: none"> ● CASEL ● Everfi SEL Modules ● Greater Good for Science ● Options from Panorama ● Topical Small Group Intervention For example: executive functioning, character or topical SEWB book study, note taking/study skills, etc.
<p><i>The District has provided each school site evidence-based intervention curriculum. Curricular tools not on this list must be evidence-based and will be considered for approval only on a case-by-case basis. Teachers will receive professional development/training on curriculum/program as needed.</i></p>		

3. Intervention program providers will be compensated with a one-time stipend in the amount of \$3,250 for 36 meetings over a twelve (12) week intervention period and includes instructional time, preparation time and required professional development.
 - a. In the event that an intervention provider cannot complete the full program period, compensation will be prorated.
4. Site administrators will notify staff at school sites regarding intervention program provider opportunities. Staff participation in the program is voluntary. In the event that the number of volunteers exceed the number of intervention positions available, administrators will conduct interviews for the purpose of selecting the most qualified intervention providers.

This MOU will expire in full without precedent on June 30, 2023, unless extended or revoked by mutual agreement. All provisions of this MOU are subject to the grievance procedure up to and including binding arbitration.

The signatures below acknowledge full understanding and agreement with the provisions included above.

For the Association:



Laura Finco
SRVEA President

11/17/2022

Date



Melinda Daly
SRVEA Vice-President

11/17/2022

Date

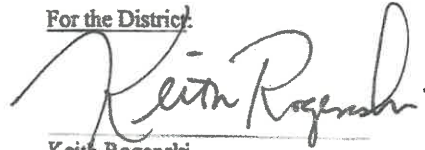


Dee Dee Judice
SRVEA Negotiations Chair

11-17-22

Date

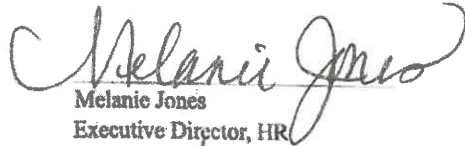
For the District:



Keith Rogenski
Assistant Superintendent, HR

11/17/22

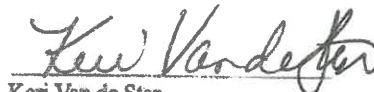
Date



Melanie Jones
Executive Director, HR

11/17/2022

Date



Keri Van de Star
Director, HR

11-17-22

Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT
AND
SAN RAMON VALLEY EDUCATION ASSOCIATION**

**Process for Existing Certificated Employees
To Request Out-of-District Service Credit
During the 2022-23 School Year**

The San Ramon Valley Unified School District ("District") and the San Ramon Valley Education Association ("Association"), collectively referred to herein as "the parties," agree that existing bargaining unit members who provide the District with verification of having outside experience in accordance with Article XXI, Sections F. and G., of the cba, will be advanced on the salary schedule so to reflect that experience and placed on the appropriate step of the 2023-24 salary schedule. The parties further agree that no retroactive salary payments for previous years of employment with the District will be made to existing bargaining unit members advanced in this manner for their out-of-district experience. Unit members currently placed at the highest step on the salary schedule will not be eligible for additional service credit.

Per Article XXI, Section F.2. *"Employees shall only be given salary credit for a year of experience if both of the following conditions are met:*

- a. The employee's contract(s) from first work day through last work day included seventy-five percent (75%) of the days in the employee work years defined in Article XII, Calendar, and;*
- b. The employee actually worked seventy-five percent (75%) of the work days for which he/she was contracted.*

Per Article XXI, Section G., of the collective bargaining agreement between SRVEA and SRVUSD, *"The types of previous experience allowable shall be full-time in a public, private or military school. On-Call substitute experience is not allowable. Credit shall be allowed only when the individual has worked under contract for 75% or more of the school year..."*

Per Article XXI, Section G.a., *" Effective July 1, 2020, relevant private sector experience shall be considered for initial placement on the salary schedule for Speech Language Pathologists, School Psychologists, Social Workers and Nurses as follows..."*

Furthermore, the parties agree to the following process which existing bargaining unit members will follow in order to request approval for credit for out of district experience that was not already provided to them when initially placed on the salary schedule at the time of hire.

- Bargaining unit members must complete and submit the initial Google interest form and provide the following preliminary information to the Certificated HR Department no later than December 9, 2022: Name; position; school site/department; date of hire; initial salary placement; number of years out of district service credit received upon initial hire; number of additional years of out of district service credit being requested.
- The initial Google Interest form is solely intended to provide the District with preliminary information regarding bargaining unit interest for additional out of district experience credit in order to develop an estimate of the overall financial cost of this endeavor to the District. The District acknowledges that the preliminary information provided does not prevent the employee from requesting additional years of out of district experience credit based upon the requirements included in Article XXI, Sections F. and G.
- Bargaining unit members must complete the following 2-Step process in order to be eligible for out of district experience credit:

1). Complete the Request for Out-of-District Experience Credit Form and submit to the Certificated Human Resources Department using Informed K12, no later than January 31, 2023.

AND

2). Complete Section 1 of the Verification of Experience Form and send the form to the previous District which the bargaining unit member is requesting experience credit.

- i. A separate form must be completed for each previous District the bargaining unit member is requesting experience credit.
- ii. All Verification of Experience forms must be completed and returned to SRVUSD no later than March 31, 2023 in order for experience credit to be applied to the bargaining unit member's salary placement for the 2023-24 school year.
- iii. The District will not be responsible for contacting previous Districts on behalf of unit members to ensure that the Verification of Experience form is completed and submitted. This is the sole responsibility of the unit member.
- iv. Verification of Experience forms submitted to the Human Resources Department after June 30, 2023 will not be eligible for out of District experience credit.

The signatures below acknowledge full understanding of and agreement with the provisions contained above. This MOU will expire in full and without precedent on June 30, 2023. All provisions of this MOU are subject to the grievance procedures up to and including binding arbitration.

For the Association:

L Finco

Laura Finco
SRVEA President

11/17/2022

Date

Melinda Daly

Melinda Daly
SRVEA Vice-President

11/17/2022

Date

Dee Dee Judice

Dee Dee Judice
SRVEA Negotiations Chair

11-17-22

Date

For the District:

Keith Rogenski

Keith Rogenski
Assistant Superintendent, HR

11/28/2022

Date

Melanie Jones

Melanie Jones
Executive Director, HR

11/18/2022

Date

Keri Van de Star

Keri Van de Star
Director, HR

11/28/2022

Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT
AND
SAN RAMON VALLEY EDUCATION ASSOCIATION**

**Common Learning Time/Student Support
2022-23 & 2023-24
School Years**

The San Ramon Valley Unified School District ("District") and the San Ramon Valley Education Association ("Association"), collectively referred to herein as "the parties," hereby agree to the following provisions for the purposes of establishing the agreed-upon conditions for implementing a school-wide Common Learning Time (CLT)/Student Support program(s) as a component of our Multi-Tiered System of Support designed to support students' academic and social-emotional needs.

The District and the Association hereby agree to the following conditions:

- Site Principals will collaborate with site reps and the site based CLT Committee (if applicable) in the development of the CLT schedule.
- The daily bell schedule included in the attached document will be implemented during the term of this MOU. The bell schedule includes designated time for CLT.
- Teachers may utilize weekly collaboration time to meet with their grade level/course-alike team to prepare for CLT/Student Support.
- Based upon student data, teachers will provide intervention of previously taught standards/ learning targets.
 - No additional lesson planning will be required. This does not preclude a teacher from developing a new lesson to support students during CLT. *(The district will provide a bank of tools and resources to support teachers with CLT).*
- Bargaining unit members, including non-classroom certificated staff, may be assigned student supervision duties during CLT/Student Support.

Elementary Grades 1-5:

- There will be a one-week break in between CLT cycles to provide additional collaboration/preparation time for teachers.
- In consideration of 1st Grade SLIP, Site Principals will collaborate with 1st grade teachers on the development of the CLT schedule.
- Based upon student data, teachers will provide intervention of previously taught standards/ learning targets.
 - No additional lesson planning will be required. This does not preclude a teacher from developing a new lesson to support students during CLT. *(The district will provide a bank of tools and resources to support teachers with CLT).*

Secondary:


- A site based, structured system for scheduling/assigning students to Student Support blocks will be utilized and supported by administration.
- Part-time bargaining unit members who voluntarily provide Student Support will be compensated at the negotiated, instructional hourly rate, for the additional time beyond their contract hours.
- Student Support is excluded from the maximum daily student contacts.

The District and the Association agree that in implementing this CLT/Student Support period during the term of this MOU, staff will not be required to:

- Assign student grades for lessons taught during the tutorial session.
- Be responsible for instruction outside of their curriculum expertise.

The signatures below acknowledge full understanding and agreement with the provisions contained above. This MOU will expire in full and without precedent on June 30, 2024, unless extended or revoked by mutual written agreement. All provisions of this MOU are subject to the grievance procedures up to and including binding arbitration.

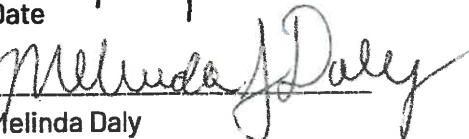
For the Association:



Laura Finco
SRVEA President

10/27/22

Date



Melinda Daly
SRVEA Vice-President

10-27-22

Date



Dee Dee Judice
SRVEA Negotiations Co-Chair

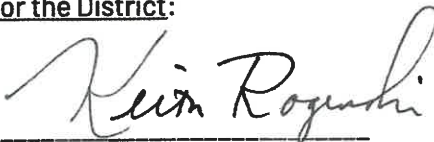
10-27-22

Date



John Vespi
SRVEA Negotiations Co-Chair

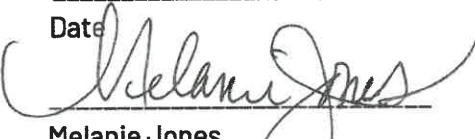
For the District:



Keith Rogenski
Assistant Superintendent, HR

10/28/22


Date



Melanie Jones
Executive Director, HR

10/27/2022

Date



Keri Van de Star
Director, HR

10/27/2022

Date

MEMORANDUM OF UNDERSTANDING
Between
SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT
And
SAN RAMON VALLEY EDUCATION ASSOCIATION

2022-23 MOU Extension


The San Ramon Valley Unified School District (referred to herein as "the District") and the San Ramon Valley Education Association (referred to herein as "the Association") collectively referred to herein as "the parties", mutually agree to extend the term of the attached MOU's through June 30, 2023. All other provisions of the attached MOU's shall remain in full force and effect during the term of this MOU.

Elementary Combo Support
Site Technology Liaison
COVID Workplace Safety
Vice Presidential Service Leave
Site Based Credit Recovery
Period Substitution

The parties mutually agree that the provisions outlined herein become effective immediately, will be considered non-precedent-setting, and will sunset on June 30, 2023, unless extended or modified by mutual agreement. All provisions included herein shall be subject to the negotiated grievance procedure up to and including binding arbitration.

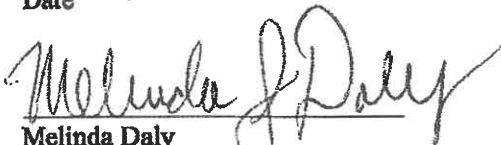
The signatures below acknowledge full understanding of and agreement with the provisions included herein.

For the Association:



Laura Finco
SRVEA President

8/17/2022
Date



Melinda Daly
SRVEA Vice-President

8/17/2022
Date

For the District:



Keith Rogenski
Assistant Superintendent, HR

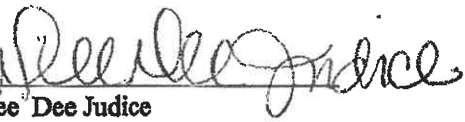
8/18/2022
Date



Melanie Jones
Executive Director, HR

8/18/2022
Date

Date



Dee Dee Judice
Co- Lead Negotiator

8/17/22

Date

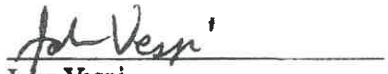
Date



Keri Van de Star
Director, HR

8/18/2022

Date



John Vespi
Co-Lead Negotiator

8/17/22

Date

MEMORANDUM OF UNDERSTANDING
Between
SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT
And
SAN RAMON VALLEY EDUCATION ASSOCIATION

Elementary General Education Combination Class Support
2019-2020 School Year

The San Ramon Valley Unified School District ("the District") and the San Ramon Valley Education Association ("the Association"), collectively referred to as "the parties," recognize the unique challenges involved in teaching general education combination classes at the elementary level and the importance of professional support for teachers assigned to instruct in such classrooms in ensuring the greatest potential success for teacher and students alike.

In such recognition, the parties mutually agree to the pilot implementation of the following philosophical best practices, standard supports, and support options during the 2019-2020 school year:

Philosophical Best Practices:

- As the instructional leader, the Principal will play a pivotal role in setting a positive tone within the school and community to ensure that elementary combination classes are embraced and supported.
- Principals will attend Back To School Night for combination classes.
- Grade level teams at each school will be actively encouraged to support colleagues assigned to teach combination classes through collaboration and the sharing of lesson plans and curriculum.
- Collaboration opportunities will be made available for staff at both grade levels to which combination classes are assigned.

Standard Supports: Each teacher assigned to teach a combination class will be provided the following supports:

- A substitute teacher will be provided for field trips (per request and availability).
- Reduced yard supervision duties will be assigned.
- Elementary Combination Cohort meetings led by a District TSA will be scheduled, as determined by the cohort, and held (teacher attendance at cohort meetings will be voluntary). Any such meeting that occurs beyond the workday defined in Article XI.A.1 of the CBA shall be compensated at the hourly negotiated rate.
- Expansion of Google site with resources available for combination class teachers
- One (1) additional prep section will be allocated to a school site for each combination class to provide grade-specific instruction as appropriate.
- Any unit member whose assignment to a general education combination class requires her/him to teach beyond the workday defined in Article XI.A.1 of the CBA shall have her/his assignment/FTB and compensation adjusted accordingly. The District shall communicate this provision and the process for requesting and receiving such adjustment in writing to all combination teachers.

Support Options: In addition to the above standard supports, each teacher assigned to teach a combination class may select one (1) of the following additional support options:

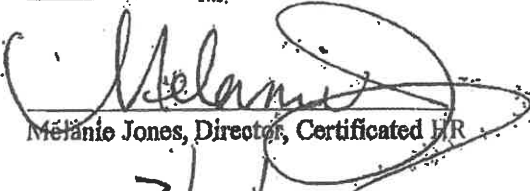
- Five (5) hours per week of para educator time assigned to the combination teacher/classroom

- Release time of up to one (1) day per month, September – May, during the course of the school year for professional planning and/or collaboration
- One additional, 50-minute preparation period per week

Each of the standard supports and support options included above will be funded by the District. The parties agree that the provisions outlined herein will become effective as soon as possible following execution of this MOU, will be considered non-precedent-setting, and will sunset on May 31, 2020 unless extended and/or modified by mutual agreement. All provisions of this MOU are subject to the negotiated grievance procedure, including binding arbitration.

The signatures below acknowledge full understanding of and agreement with the terms above.

FOR THE DISTRICT:


Melanie Jones, Director, Certificated HR

Date

3/6/19

FOR THE ASSOCIATION:


Rob Gendron, SRVEA Bargaining Chair

Date

3/6/19

MEMORANDUM OF UNDERSTANDING
Between
SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT
And
SAN RAMON VALLEY EDUCATION ASSOCIATION

Site Technology Liaison

September 21, 2020

The San Ramon Valley Unified School District (referred to herein as "the District") and the San Ramon Valley Education Association (referred to herein as "the Association"), collectively referred to as "the parties", recognize that distance learning has created an increased demand and reliance on technology for both staff and students. The parties acknowledge the importance of unit members sharing their technological expertise with their peers to assist with tips for best instructional practices, troubleshooting and problem solving various technological issues.

In recognition of these circumstances, the parties mutually agree to the following provisions to implement the Tech Liaison position:

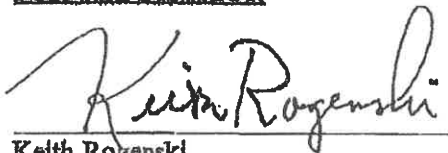
1. Tech Liaison(s) are teacher leaders who possess considerable knowledge and expertise of District technology tools to support unit members in utilizing tools to assist and improve their teaching practice and learning experiences for students.
 - a. There will be (1) one per site at elementary and middle school and (2) two per site at the high school level, with priority given to unit members at that site.
 - b. If unit members are to be assigned to a site other than their "home" site, it will be by mutual agreement.
2. Tech Liaison(s) will make themselves available to unit members at their assigned school site(s) to answer questions about technological tools, provide guidance, tips for best instructional practices and support with troubleshooting technological issues. When Tech Liaisons are unable to provide the support or identify a technological solution, the Tech Liaison will connect with other Tech Liaison team members and/or Technology Department staff to seek guidance and/or support to identify a solution.
3. In mutual recognition that there may be a greater need than we anticipate, the District may expand the number of hours or number of Tech Liaisons at an individual site.
4. Tech Liaison(s) will be compensated at the negotiated certificated hourly rate for a maximum of (12) twelve hours per month.
5. Unit members interested in the Tech Liaison position shall complete a Tech Liaison Interest Form and submit to the Educational Services Department. Interest forms will be collected for 72 hours after the implementation of this MOU.

6. In the event the tech liaison is in need of additional time to support unit members, the tech liaison will request additional hours by contacting Greg Pitzer and/or Sarah Acosta-Landry. The Tech Liaison will submit a time card for performing these services.

The parties mutually agree that the provisions outlined herein become effective immediately, will be considered non-precedent-setting, and will sunset on June 3, 2021, unless extended and/or modified by mutual agreement. All of the provisions of this MOU are subject to the negotiated grievance process including binding arbitration.

The signatures below acknowledge full understanding of and agreement with the terms above.

FOR THE DISTRICT:



Keith Rogenski
Assistant Superintendent, HR

9/21/2020

Date



Melanie Jones
Executive Director, HR

9/21/2020

Date

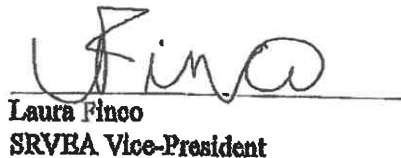
FOR THE ASSOCIATION:



Ann Katzburg
SRVEA President

9/21/2020

Date



Laura Pinco
SRVEA Vice-President

9/21/2020

Date

MEMORANDUM OF UNDERSTANDING
Between
SAN RAMON VALLEY EDUCATION ASSOCIATION
And
SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT

CORONAVIRUS SAFETY IN THE WORKPLACE
DURING THE 2021-22 SCHOOL YEAR

The San Ramon Valley Unified School District ("District") and the San Ramon Valley Education Association ("Association"), collectively referred to herein as "the parties," mutually recognize the importance of providing all students with access to full, in-person instruction in an environment that maintains safe facilities and operations for students, teachers, classified staff, and school communities. While the availability of safe and effective vaccines against COVID-19 has improved workplace safety, the parties recognize that coronavirus continues to create potential workplace hazards on campuses across the school district. The parties also recognize that COVID-related scientific understanding and public health guidance is continually evolving.

With that recognition, to provide students access to in-person instruction, maintain continuity in District operations, and protect the health and safety of District students, employees, and the communities the District serves in the educational process, the District and the Association agree to the provisions included below for the 2021-2022 school year.

1. **Adherence to Applicable Standards/Guidance:** The District's operations will adhere to all applicable official coronavirus safety standards and/or guidance issued by the California Department of Public Health, the California Department of Education, the California Division of Occupational Safety and Health (Cal OSHA), the Federal Centers for Disease Control and Prevention, the Federal Occupational Safety and Health Administration, and Contra Costa County public health authorities. The District's operations will also adhere to applicable Federal and state statutes and Executive Orders about coronavirus. The parties agree that where these guidelines and regulations are not in agreement, the District will adhere to the more restrictive applicable guidance and regulations. The District will clearly communicate in writing and enforce applicable standards and/or guidance to employees as it evolves and changes.
2. **Advance Notification:** Whenever possible, in non-emergency situations, the District will notify the SRVBA President before taking any action related to COVID-19 that would affect unit members.

Unit members will be notified before parents and community by email and/or phone about decisions made regarding classroom, school and/or District opening or closure due to COVID-19.

3. **Face Coverings:** The District will require all persons on District properties and those attending District events to follow applicable CDPH, Contra Costa County Public Health, and Cal/OSHA guidance regarding the wearing of face coverings.

The most recent CDPH guidance for the use of masks in school settings, which became effective on June 15, 2021, requires that students and staff members wear masks indoors regardless of their vaccination status. Effective August 3, 2021, Contra Costa County public health orders extended this requirement to all (i.e., school and non-school) indoor settings. Masks are optional while outdoors regardless of one's vaccination status.

School and District administrators will ensure that face covering requirements are uniformly practiced and enforced. Students without a District-approved waiver of the mandate to wear a face covering who refuses to wear a face covering on a school campus will be dealt with uniformly and promptly, and may be enrolled in the District's Virtual Academy or Independent Study program. Unit members will use progressive intervention strategies for enforcing mask requirements, including providing verbal reminders, issuing verbal warnings, communicating with parents/guardians, and where necessary, referral to administration for persistently non-compliant students.

Unit members assigned to work with students who are unable to mask due to a disability or medical condition will follow Contra Costa Public Health guidance requiring the use of *both* an N95 mask and a face shield until such requirement is lifted. Additionally, in classrooms where students are unable to mask the unit member's workspace will be provided with an appropriately-sized portable HEPA filter if so requested.

The District will post signage at each site pertaining to requirements for the wearing of face coverings as specified in applicable health guidance.

The District will maintain a supply of face coverings and provide a face covering to any student, staff member or visitor in need of one upon notice or request at all school and non-school sites.

4. **Physical Distancing:** The CDPH has determined that in-person instruction can occur safely on school campuses without minimum physical distancing requirements when other mitigation strategies (e.g., masking, appropriate ventilation and filtration) are implemented.
5. **Personal Protective Equipment (PPE) / Hand Hygiene:** The District will make sufficient PPE, including but not limited to face coverings and face shields, available to bargaining-unit employees. It is mutually understood that "sufficient PPE" may differ depending on the position, job duties, and specific tasks required of an employee. Each site will maintain at least one week's supply of PPE and approved cleaning supplies at all times. Unit members will be provided an N95 or KN95 mask upon request.

The District will ensure that all sinks in areas where unit members are assigned to work are functioning with running water and are kept stocked with hand soap and paper towels. The District will provide hand sanitizer which contains at least 60% ethyl alcohol for use in classrooms, offices, work rooms, faculty restrooms and other common areas.

The District will ensure that a plexiglass barrier is provided in each classroom and library for voluntary use by the assigned staff. Additional barriers will be provided upon request of a unit member in classrooms where student(s) have a District-approved waiver of the requirement to wear a face covering. Unit members may request additional PPE (i.e., gowns, face shields, etc.) as needed.

Music PPE (e.g., masks, acrylic shields, bell covers, etc.) will be provided to staff and students for use in music programs.

As per Cal OSHA ETS enacted on June 17, 2021, the District will provide employees who are not fully vaccinated against COVID-19 a respirator (i.e., an N95/KN95 mask) for voluntary use at their request. Respirators will be provided at no cost to the employee and without fear of retaliation. The District will not retaliate against any employee for wearing a face covering.

6. **Mandatory Vaccination Verification and Testing:** As per the CDPH health order enacted on August 12, 2021, the District will require all employees to provide verification of their vaccination status. Acceptable methods for providing verification will be based upon CDPH Guidance for Vaccine Records and Standards. The District will provide employees with instructions and a deadline date by which verification is required.

Any employee whose vaccination status is unvaccinated, not yet fully vaccinated or not verified with the District shall undergo weekly diagnostic COVID-19 testing using the independent party contracted to provide such services for the District.

It is mutually agreed that this section will be implemented as soon as possible, and by no later than October 15, 2021.

7. **Screening and Isolation:** The District will provide a means for the screening of all students and staff members for symptoms of COVID-19 and will isolate individuals who exhibit one or more symptoms of COVID-19 at school/work by implementing the following measures:
- Providing parents with a list of COVID-19 symptoms; instructing students/parents to keep their child home if he/she is feeling ill and/or has symptoms associated with COVID-19; encouraging parents with children who are ill and/or exhibiting symptoms of COVID-19 to get tested for COVID-19;
 - Providing staff members with a list of COVID-19 symptoms; instructing them to remain home and report their absence if feeling ill and/or they are exhibiting symptoms of COVID-19; encouraging staff members who are ill and/or exhibiting symptoms of COVID-19 to get tested for COVID-19;
 - Providing an isolation room on site for individuals exhibiting one or more symptoms of COVID-19 while at school and providing instructions on proper procedures for the isolation room; and,
 - Ensuring that symptomatic individuals are excluded from District sites and permitted to return to school/work in accordance with applicable public health guidance.

8. **Testing and Quarantine:** The District will comply with applicable public health requirements for symptomatic and asymptomatic testing and quarantine of staff and students for COVID-19.

Under current Cal OSHA guidance, fully vaccinated employees without symptoms do not need to be tested or quarantined after close contact with a COVID-19 case unless they develop symptoms. Symptomatic employees must quarantine following close contact with a COVID-19 case and may return to work only under the following circumstances:

- At least 24 hours have passed since resolution of a fever without the use of fever-reducing medication; and
- Other symptoms have improved; and
- The employee has received a negative test result for COVID-19, OR a health provider has provided documentation confirming that symptoms are due to another chronic condition, OR a health provider confirms an alternative diagnosis, OR at least 10 days have passed since symptom onset.

Prevailing public health guidance for the quarantine for students will be followed.

Currently, such guidance provides:

- When both parties are/were wearing masks in an indoor setting, unvaccinated students who are “close contacts” as defined in guidance may undergo a modified 10-day quarantine period and may continue to attend school for in-person instruction if *all* of the following apply:
 - They are asymptomatic.
 - They continue to mask indoors.
 - They undergo twice weekly testing during the 10-day quarantine period.
 - They quarantine for all extracurricular activities at school, including sports and activities within the community.
- When both parties are/were not wearing masks in an indoor setting, OR where an infected individual was not wearing a mask during an indoor close contact exposure, students who remain fully asymptomatic may discontinue self-quarantine and attend school for in-person instruction under these conditions:
 - After the 10th day from the last date of exposure without COVID-19 testing; OR
 - After the 7th day if a specimen is collected after the 5th day from the date of last exposure and the COVID-19 test result is negative.

The District will provide asymptomatic, vaccinated unit members who have had close contact with a COVID-19 case access to free testing

Fully vaccinated unit members whose status as fully vaccinated is documented in advance with the District will be provided additional leave without deduction from their accrued sick leave when required to quarantine by their healthcare provider or the local health department. Unit members will provide the District with written verification of their required quarantine upon request.

9. **Ventilation:** Weather permitting, doors and windows in buildings may be opened to provide for natural ventilation. The District will install high efficiency particulate air filters of MERV-13 grade in all its HVAC systems and will change them at manufacturer's recommended intervals. Work orders verifying completion of service on HVAC systems will be maintained in the site office and made available to unit members upon request.
10. **Cleaning of Facilities:** The District will adhere to prevailing public health guidance regarding the cleaning and disinfection of its facilities.

The CDPH guidance of June 15, 2021 provides that daily cleaning of facilities is generally sufficient to provide protection from COVID-19 virus.

If a facility or District vehicle has had a person infected with COVID-19 within the last 24 hours, the District will promptly clean and disinfect the spaces occupied by him/her during that period.

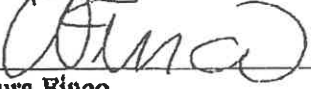
The District will maintain a sufficient inventory of cleaning and sanitizing equipment and products.

Unit members will not be expected to perform cleaning and disinfecting duties which fall outside the scope of their normal duties in the bargaining unit.

11. **Supervision Duties:** Supervision duties for unit members will be commensurate with duties assigned prior to the onset of the COVID-19 pandemic and will be assigned on a reasonable and equitable basis as per Section XII.C.7 of the CBA. Site administrators will solicit input and collaborate with SRVEA Building Representatives in the development of supervision duty schedules.
12. **No Retaliation:** Employees will not be retaliated against for reporting potential COVID-19 safety hazards in the workplace to the District or to external enforcement authorities.
13. **Problem Solving:** Upon the request of either the District or the Association, the parties will promptly meet and expeditiously problem solve pertaining to COVID-19 safety issues at District sites and the implementation of provisions in this Agreement.
14. **Grievance:** All provisions included herein will be subject to the Grievance Procedure, up to and including binding arbitration, as included in Article XI (Grievance Procedure) of the CBA.
15. **Term of Agreement:** This Agreement is effective from the date of execution through June 30, 2022, at which time it will sunset without precedent, unless it is extended or revoked beforehand by mutual written agreement of the parties. Upon mutual agreement, the parties will meet to renegotiate or revise any provision of this Agreement.

The signatures below acknowledge full understanding of and agreement with the provisions contained above.

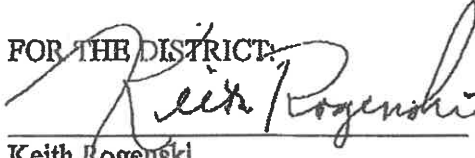
FOR THE ASSOCIATION:



Laura Finco
SRVEA President

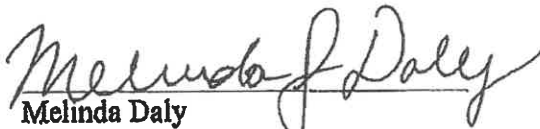
9-8-2021
Date

FOR THE DISTRICT:



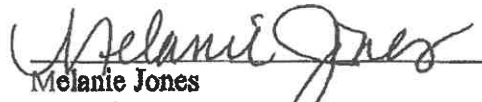
Keith Rogenski
Assistant Superintendent, HR

9-8-2021
Date



Melinda Daly
SRVEA Vice President

9-8-2021
Date



Melanie Jones
Executive Director, HR

9-8-2021
Date



Dee Dee Judice
SRVEA Negotiations Co-Chair

9-8-2021
Date



John Vespi
SRVEA Negotiations Co-Chair

9-8-2021
Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT
AND
SAN RAMON VALLEY EDUCATION ASSOCIATION**

**Vice Presidential Service Leave
2021-22 School Year**

The San Ramon Valley Unified School District (SRVUSD) and the San Ramon Valley Education Association (SRVEA), collectively referred to as "the parties", hereby agree to the following additional provisions for Association Leave during the 2021-22 school year. All other provisions of Article XVI remain in full force and effect.


Association Leave:

1. Association Vice President's release time:
 - a. The District shall grant up to full-time release for the Association Vice-President upon request.
 - b. The Association Vice-President shall receive compensation and benefits as though s/he were a regular full-time employee of the District.
 - c. The Association Vice-President shall be advanced on the salary schedule as though s/he had been a regular full-time employee.
 - d. The Association shall reimburse the District for all salary and benefit costs in an amount equal to the rate of the lowest paid temporary employee in the District as of the first day of school annually.
 - e. The Association Vice-President shall have the right to return to the exact position and school s/he left prior to receiving the Association Leave.

The Above provisions shall be considered non-precedent setting and be subject to the grievance procedure, up to and including binding arbitration. Unless extended or otherwise modified beforehand, this MOU shall sunset on June 30, 2022 and shall automatically revert to existing language in Article XVI, Section O.1.a.-f. Of the CBA between San Ramon Valley Unified School District and San Ramon Valley Education Association.

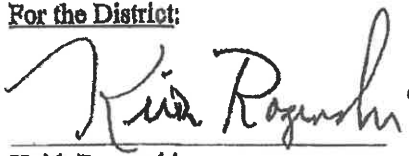
The signatures below acknowledge full understanding and agreement with the provisions included above.

For the Association:



Laura Finco
SRVEA President

For the District:



Keith Rogenski
Assistant Superintendent, HR

MEMORANDUM OF UNDERSTANDING
BETWEEN
SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT
AND
SAN RAMON VALLEY EDUCATION ASSOCIATION

10/28/2021
Date

Melinda J. Daly
Melinda Daly
SRVEA Vice-President

10/28/2021
Date

Dee Dee Judice
Dee Dee Judice
SRVEA Negotiations Co-Chair

10-28-21
Date

John Vospi
John Vospi
SRVEA Negotiations Co-Chair

10/28/2021
Date

10/28/2021
Date

Melanie Jones
Melanie Jones
Executive Director, HR

10/28/2021
Date

Keri Van de Star
Keri Van de Star
Director, HR

10/28/2021
Date

MEMORANDUM OF UNDERSTANDING
Between
SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT
And
SAN RAMON VALLEY EDUCATION ASSOCIATION

Site-Based Credit Recovery

The San Ramon Valley Unified School District (referred to herein as "the District") and the San Ramon Valley Education Association (referred to herein as "the Association"), collectively referred to herein as "the parties", recognize the importance of maximizing opportunities for high school students to succeed academically and to satisfy the requirements for high school graduation included in Board Policy. The parties also acknowledge that not all high school students are academically successful on their first attempt in their courses of study, and that on occasion, they become deficient in the number of credits earned toward high school graduation and need opportunities to address credit deficiencies to graduate on time with their peers.

In recognition of these circumstances, in addition to continuing the Extended Day option for students requiring credit recovery at Venture School, the parties mutually agree to the following provisions to implement a site-based credit recovery option for high school students at each of the District's four comprehensive high schools:

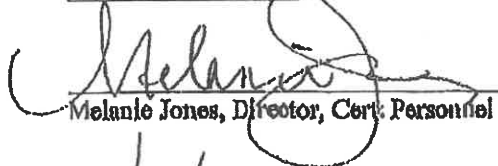
1. The online learning program, *Edgenuity*, will be piloted at the four comprehensive high schools. This pilot will be available as an alternative option for students seeking credit recovery.
2. Students participating in the pilot program will be monitored by an Association Member who serves as a Credit Recovery Progress Supervisor.
3. All assessments performed by the students participating in *Edgenuity* will be supervised by the Credit Recovery Progress Supervisor on campus in order for the student to receive course credit.
4. Credit Recovery Progress Supervisors shall be paid a minimum of twenty (20) hours per semester at the prevailing certificated hourly service rate for the hours of supervision outside of the Collective Bargaining Agreement Hours of employment (Article XI).
5. Vacancies for Credit Recovery Progress Supervisor will be posted along with the job description and selections of staff will be made consistent with the provisions of Article XIII of the CBA. Credit Recovery Progress Supervisor vacancies will be posted at the beginning of each school year. No individual will serve in this capacity for more than four (4) continuous semesters unless there is an insufficient number of applicants for the position.
6. The duties and responsibilities of the Credit Recovery Progress Supervisor will be as provided in the attached position description.

The parties agree that the provisions contained herein will become effective immediately, will be considered non-precedent setting, will be subject to the grievance procedure, and will sunset on June 30, 2020 unless extended and/or modified by mutual agreement.

The District and SRVBA will develop a committee to explore the options and best practices of credit recovery. Members of the committee will include administrators and a majority of SRVBA members.

The signatures below acknowledge full understanding of and agreement with the terms above.

FOR THE DISTRICT:


Melanie Jones, Director, Cert. Personnel

3/6/19
Date

FOR THE ASSOCIATION:


Rob Gendron, Lead Negotiator

3/6/19
Date

MEMORANDUM OF UNDERSTANDING
Between
SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT
And
SAN RAMON VALLEY EDUCATION ASSOCIATION

Amendment #2
Compensation for Period Substitution
During the 2021-22 School Year

The San Ramon Valley Unified School District (referred to herein as "the District") and the San Ramon Valley Education Association (referred to herein as "the Association") collectively referred to herein as "the parties", recognize that the COVID-19 Pandemic has presented significant challenges for all school districts in the state of California related to hiring qualified certificated substitute teachers and filling daily substitute positions, including the San Ramon Valley Unified School District.

In response to these challenges and in order to ensure the District's competitiveness with surrounding school districts in the area, the San Ramon Valley Board of Education took action on August 3, 2021 to increase the daily rate of pay for certificated substitute teachers to a minimum of \$175 per day, effective August 10, 2021, for the 2021-22 school year.

Despite this, the District continues to experience challenges in filling daily substitute positions. As a result, unit members have been asked to substitute during their preparation period(s) more frequently than they have in the past. In recognition of this and the extraordinary challenges and burden associated with the COVID-19 pandemic, the parties mutually agree to increase the period substitution rate to \$75.00 per hour, effective January 11, 2022 through June 2, 2022.

At the elementary level, classroom teachers who are required to take additional students due to lack of substitute teacher coverage will be compensated \$10.00 per student per day from January 11, 2022 through June 2, 2022.

The parties mutually agree that the provisions outlined herein become effective immediately, are considered non-precedent-setting, and will sunset on June 30, 2022. All of the provisions of this MOU are subject to the negotiated grievance process including binding arbitration.

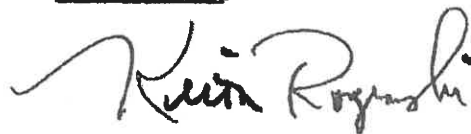
The signatures below acknowledge full understanding of and agreement with the terms above.

For the Association:



Laura Finco
SRVEA President

For the District:



Keith Rogenski
Assistant Superintendent, HR

May 19, 2022

5-19-22

Date

Melinda Daly
Melinda Daly
SRVEA Vice-President

5/19/22

Date

Dee Dee Judice
Dee Dee Judice
SRVEA Co-Lead Negotiator

5/19/2022

Date

John Vespi
John Vespi
SRVEA Co-Lead Negotiator

5/19/2022

Date

Melanie Jones
Melanie Jones
Executive Director, HR

5/19/2022

Date

Keri Van de Star
Keri Van de Star
Director, HR

5/19/2022

Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT
AND
SAN RAMON VALLEY EDUCATION ASSOCIATION**

**Elementary Special Day Class (SDC)
Preparation Time**

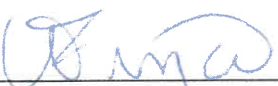
The San Ramon Valley Unified School District (SRVUSD) and the San Ramon Valley Education Association (SRVEA), collectively referred to as “the parties”, mutually recognize the need to provide Elementary Special Day Class Teachers with additional preparation time for the purposes of planning and preparing for Individualized Education Plan (IEP) meetings and completing required IEP paperwork and assessments for their assigned caseload(s). Although the shortage of qualified and credentialed candidates render the District currently unable to provide sufficient staffing to provide additional preparation time for elementary SDC teachers during the instructional day, the parties agree to provide Elementary SDC teachers with an additional \$2,000 annual stipend of which \$1,000 will be paid in December and \$1,000 will be paid in June, in acknowledgement of the additional time and workload associated with their duties.

Such stipend will be provided in addition to the “Preparation Time” provided for under Article XIII, Section D.a. for the 2021-22 and 2022-23 school years. All other provisions of Article XIII remain in full force and effect.

The above provision shall be considered non-precedent setting and be subject to the grievance procedure, up to and including binding arbitration. Unless extended or otherwise modified beforehand, this MOU shall sunset on June 30, 2023 and shall automatically revert to existing language in Article XII, Section D.a., of the CBA between San Ramon Valley Unified School District and San Ramon Valley Education Association.

The signatures below acknowledge full understanding and agreement with the provisions included above.

For the Association:

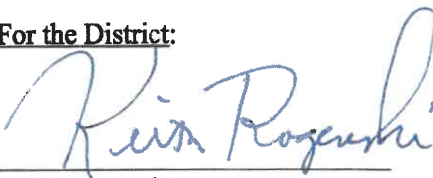


Laura Finco
SRVEA President

11-5-2021

Date

For the District:



Keith Rogenski
Assistant Superintendent, HR

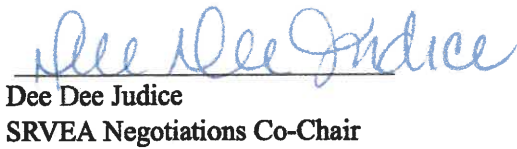
11-5-2021

Date

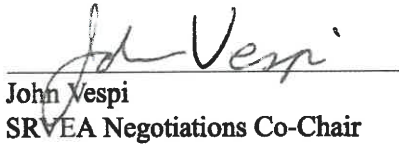
**MEMORANDUM OF UNDERSTANDING
BETWEEN
SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT
AND
SAN RAMON VALLEY EDUCATION ASSOCIATION**


Melinda Daly
SRVEA Vice-President

11-5-2021
Date


Dee Dee Judice
SRVEA Negotiations Co-Chair

11-5-21
Date


John Vespi
SRVEA Negotiations Co-Chair

11/5/2021
Date


Melanie Jones
Executive Director, HR

11/5/2021
Date


Keri Van de Star
Director, HR

11/5/2021
Date

CONFIDENTIAL

MEMORANDUM OF UNDERSTANDING
Between
SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT
And
SAN RAMON VALLEY EDUCATION ASSOCIATION

Addendum to 2022-23 Bell Schedule

The San Ramon Valley Unified School District (referred to herein as “the District”) and the San Ramon Valley Education Association (referred to herein as “the Association”) collectively referred to herein as “the parties”, mutually agree to the following provisions pertaining to Kindergarten slip for the 2022-23 school year.

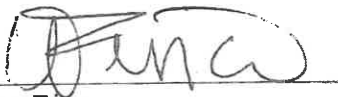
- Subject to availability of space, for the 2022-23 school year, elementary schools that offered a slip schedule in Kindergarten in the 2021-22 school year shall be permitted to do so. Elementary schools that did not implement slip scheduling for Kindergarten 2021-22 shall not implement it in 2022-23.
- Unit members will have an opportunity to provide input regarding Kindergarten and 1st Grade Slip Reading during Spring 2022-23 in order to make decisions relative to Slip implementation for the 2023-24 school year. A survey jointly developed by SRVEA leadership and administrators in the Educational Services Department will be administered. The results of the survey will be shared with and jointly analyzed by SRVEA leadership and administrators in the Educational Services Department.

The parties further understand and agree that all remaining provisions of the existing Memorandum of Understanding will remain in full force and effect.

The parties mutually agree that the provisions outlined herein become effective immediately, will be considered non-precedent-setting, and will sunset on July 30, 2023, unless extended or modified by mutual agreement. All provisions included herein shall be subject to the negotiated grievance procedure up to and including binding arbitration.

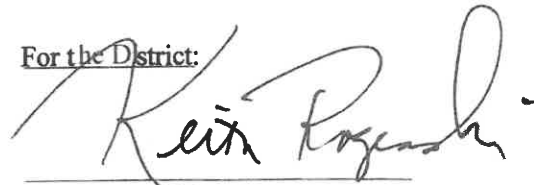
The signatures below acknowledge full understanding of and agreement with the provisions included herein.

For the Association:



Laura Finco
SRVEA President

For the District:



Keith Rogenski
Assistant Superintendent, HR

5/9/2022
Date

Melinda J. Daly
Melinda Daly
SRVEA Vice-President

5/9/22
Date

Dee Dee Judice
Dee Dee Judice
Co- Lead Negotiator

5-9-22
Date

John Vespi
John Vespi
Co-Lead Negotiator

5/9/22
Date

5/9/2022
Date

Melanie Jones
Melanie Jones
Executive Director, HR

5/9/2022
Date

Keri Van de Star
Keri Van de Star
Director, HR

5/9/2022
Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT
AND
SAN RAMON VALLEY EDUCATION ASSOCIATION**

**Addendum to Virtual Academy/Independent Study MOU
2021-22**

The San Ramon Valley Unified School District (“District”) and the San Ramon Valley Education Association (“Association”), collectively referred to herein as “the parties,” hereby agree to the following provisions for the purposes of ensuring compliance with all legal requirements which became effective immediately in July 2021 under AB 130 for Independent Study. The Independent Study program for the 2021-22 school year includes Traditional Independent Study (Venture School), the Virtual Academy (VA), and Online Independent Study.

1. Enrollment: The District will reopen the intradistrict transfer process from July 21, 2021 through July 30, 2021 to provide families the opportunity to transfer to the VA for the 2021-22 school year. Families may also choose to enroll their student(s) in the Venture Independent Study Program.
 - Ongoing enrollment requests for Independent Study will continue to be accepted throughout the 2021-22 school year. Enrollment in the VA will be closed as of July 30, 2021.
 - Elementary students will be enrolled in the VA between July 31, 2021 through August 10, 2021 based on available space. After August 10, 2021, elementary students will be enrolled in the Online Independent Study program.
 - Secondary students enrolled in Venture after July 30, 2021 will receive instruction through an online platform.
 - Upon parent request, a parent/guardian, student and teacher conference must be held prior to executing the ‘Written Agreement.’
 - For the 2021-22 school year, ‘Written Agreements’ shall be signed by the parent/guardian no later than (30) thirty days from the first day of instruction. Students will have access to courses not offered through VA or Venture through concurrent enrollment.

Online Independent Study:

1. Elementary students enrolled in Venture School after August 10, 2021 will be taught the essential standards in Math, English Language Arts, Social Studies and Science using the Peak/Fuel Ed online curriculum platform.
 - a. Venture teacher(s) will be assigned as the teacher of record/supervising teacher with a maximum caseload of thirty-five (35) students.
 - b. The responsibilities of the teacher include:

- Daily synchronous instruction: a total of (1) hour per day per grade level band/grouping(s) (e.g., Grades 1-2, 2-3 or 4-5) not to exceed three (3) hours per day.
 - Teachers will have discretion regarding the manner in which the daily synchronous minute(s) requirement will be met.
 - Teachers will be responsible for providing curriculum in areas other than the Core academic areas, including Physical Education.
2. Secondary students enrolled in Venture Independent Study after July 30, 2021 will be taught the essential standards using the Edgenuity online curriculum platform.
- a. Vacancies for Edgenuity positions (.2 FTE) will be posted for a period of two (2) days and filled consistent with the provisions of Article XIV.
 - b. The assigned teacher of record for each course will serve as the supervising teacher for a maximum of four (4) courses and a maximum caseload of seventy-five (75) high school students.
 - c. Edgenuity teachers assigned to high school courses will be responsible for:
 - Meeting with students from each course, one (1) hour per week for interactive instruction and/or academic tutoring/advising.
 - Grading
 - Monitoring student progress on Edgenuity for attendance purposes
 - d. High school students enrolled in Venture Independent Study will have the option to enroll in any UC-approved Edgenuity course(s) offered to students throughout the District.
 - e. Teachers assigned to middle school online independent study will be responsible for the following:
 - Providing daily live interaction with students per the unit member's discretion
 - Providing one (1) hour of weekly synchronous instruction
 - Monitoring student progress on Edgenuity for attendance purposes
3. Online Curriculum Enrollment Liaisons: Two (2) certificated curriculum liaison(s) will be assigned to enroll students into the independent study program: one (1) elementary and (1) one secondary. Curriculum liaisons will be compensated at the negotiated certificated hourly rate not to exceed twenty-five (25) hours per month. Additional hours require prior approval from the site administrator or Executive Director of Curriculum and Instruction. Priority consideration for the Curriculum Liaison positions will be given to current SRVEA unit members.

The Elementary Online Curriculum Liaison will be responsible for:

- Understanding the Peak/Fuel Ed System
- Enrolling students to the Peak/Fuel Ed system courses
- Serving as the liaison between the parents/students and Peak/Fuel Ed for any technological issues
- Serving as the liaison between the teacher(s) and Peak/Fuel Ed for any teacher-related issues.

The Secondary Online Curriculum Liaison will be responsible for:

- Understanding the Edgenuity System
 - Enrolling/Assigning students in Edgenuity courses
 - Consulting with the Venture counselor to determine appropriate courses for students.
 - Serving as the liaison between the parents/students and Edgenuity for any technological issues.
 - Serving as the liaison between the teacher(s) and Edgenuity for any teacher-related issues.
4. Student(s) enrolled in the VA as of August 18, 2021 may not transfer to the Independent Study program.
5. Secondary students in the VA will have the option of enrolling in Edgenuity course(s) supervised by unit members when the chosen elective is not offered or available in the VA.

Traditional Independent Study (Venture)

1. Instruction and Student Interaction:

- Students in Grades 9-12 will receive weekly synchronous instruction through Venture.
- Bargaining unit members shall be entitled to a minimum of a 30-minute duty free lunch period.
- Bargaining unit members shall be provided 360 minutes of preparation time per week.
- Bargaining unit members shall be provided 60 minutes of collaboration time per week.
- Preparation time shall be used for professional purposes which may include, but not be limited to, collaboration, lesson planning, grading, completing average daily attendance (ADA). Preparation time tasks will be at the discretion of the unit member.
- Bargaining unit members will be provided with the opportunity to provide input on which model of instruction they would like to participate in as the program for instruction.
- Any unit member teaching in more than one model of instruction will have their teaching assignment and/or caseload decreased in order to meet the demand of working two or more models.
- Teachers assigned to students in both the continuation program and the independent study program will not exceed twenty (20) full-time students on the independent study caseload with a maximum concurrent student caseload of five (5) students.
- Teachers assigned students in independent study, the continuation program will have the following caseload maximums:

Continuation High School	maximum 15 students
Independent Study School	maximum 22 full-time students
- Teachers with a full caseload of twenty-two (22) full-time students will have a maximum concurrent student caseload of five (5) students.

3. Procedures for Tracking Student Attendance & Engagement for Venture, Virtual Academy and Online Independent Study:

- Teachers will complete a Weekly Academic Progress Report which includes documentation of assigned and completed student work with time value assigned to the work by the supervising teacher due by Wednesday at noon and may be submitted

electronically.

- Daily attendance will be completed in Infinite Campus.
- Student work samples are to be evaluated by the supervising teacher and submitted to the site administrator on a quarterly basis on the 20th day of the assigned month.
- Independent Study assignments shall be completed no more than one week after assigned by the teacher.
- Student engagement will be entered daily in Infinite Campus for all students by the assigned teacher.

4. Tiered Reengagement Strategies for Venture, Virtual Academy and Online Independent Study: Tiered reengagement strategies will be used for all students who fail to make satisfactory educational progress and/or misses (3) three assignments or (60%) sixty percent of the instructional days in a school week, or who are in violation of their written agreement.

Strategies may include but are not limited to the following:

- Verification of current contact information for each enrolled student by xxx
- Notification to parents/guardians of lack of participation within one school day of the absence or lack of participation.
- A plan for outreach from the school to determine student needs, including connection with health and social services as necessary.
- A clear standard for requiring a student-parent-teacher conference to review a student's agreement and reconsider the independent study program's impact on the student's achievement and well-being.
- Teachers will notify parents within 24 hours if their student is marked "not participating."

5. Curriculum and Instruction: The District will provide the Edgenuity online curriculum to support instruction in grades 9-12 for traditional independent study.

Virtual Academy:


1. Instruction and Student Interaction:

- Students in Grades TK-8 will receive daily synchronous instruction through the VA.
- Students in Grades 9-12 will receive daily synchronous instruction through the VA.
- Bargaining unit members shall be entitled to a minimum of a 30-minute duty free lunch period.
- Bargaining unit members shall be provided 60 minutes of collaboration time per week. Preparation time shall be used for professional purposes which may include, but not be limited to, collaboration, lesson planning, grading, completing average daily attendance (ADA) at the discretion of the unit member.

2. The provisions of Article XII (Hours of Employment) and Article XV (Class Size) remain in full force and effect (i.e. preparation periods, class size maximums etc...).

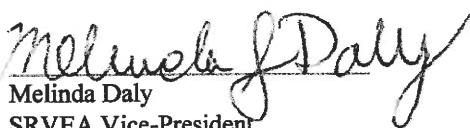
The signatures below acknowledge full understanding and agreement with the provisions contained above. This MOU will expire in full and without precedent on June 30, 2022, unless extended or revoked by mutual written agreement. All provisions of this MOU are subject to the grievance procedures up to and including binding arbitration.

For the Association:




Laura Finco
SRVEA President
8/17/21

Date



Melinda Daly
SRVEA Vice-President
8/17/21

Date



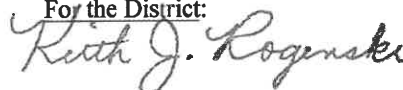
Dee Dee Judice
SRVEA Negotiations Co-Chair
8/17/2021

Date



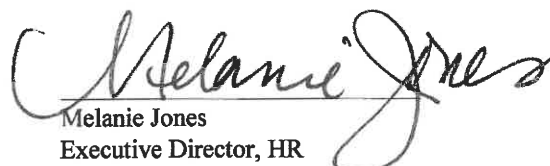
John Vespi
SRVEA Negotiations Co-Chair

For the District:




Keith Rogenski
Assistant Superintendent, HR
8/17/2021

Date



Melanie Jones
Executive Director, HR
8/17/2021

Date



Keri Van de Star
Director, HR
8/17/21

Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT
AND
SAN RAMON VALLEY EDUCATION ASSOCIATION**

**Bell Schedules
2022-23**

The San Ramon Valley Unified School District (“District”) and the San Ramon Valley Education Association (“Association”), collectively referred to herein as “the parties,” hereby agree to the following provisions for purposes of ensuring compliance with applicable Education Codes pertaining to California Education instructional minute requirements for the 2022-23 school year.

The parties further understand and agree that, in implementing these provisions, all existing provisions of the collective bargaining agreement will remain in full force and effect.

The parties mutually agree that the development of school site bell schedules is driven by the following priority considerations:

- Student & Staff input
- School site community needs
- Ensuring student access to existing District/Site academic and Extracurricular Programs
- Internal operations (e.g., TRAFFIX and Transportation Department routes/scheduling needs)

The following parameters shall be utilized by school sites in the development of bell schedules through a collaborative process facilitated by site administrators with site unit members.

1. Elementary Schools:

- Sites will utilize one of two common start/end times: 8:00 A.M. - 2:30 P.M. or 8:30 A.M - 3:00 P.M.
 - a. TRAFFIX sites common start/end time shall be 8:30 A.M. - 3:00 PM
- Early dismissal Wednesday (No SLIP schedule)
- County Preschool shall be three hours and twenty minutes four (4) days per week and three (3) hours on Wednesday.
- TK/K shall be three and one-half (3.5) hours per instructional day and sites will utilize one of the following AM/PM schedules (No SLIP or staggered start):
 - a. 8:00 A.M. - 11:30 A.M./11:30 A.M.- 3:00 P.M.
 - OR
 - b. 8:15 A.M. - 11:45 A.M./11:45 A.M.- 3:15 P.M.
- In consideration of the ELA curriculum adoption, Grade 1 will utilize a SLIP Reading schedule for the 2022-23 school year.
- Unit members will have an opportunity to provide input regarding Grade 1 SLIP Reading during the 2023-24 school year. A survey jointly developed by SRVEA leadership and administrators in the Educational Services Department will be administered to Grade 1 teachers during Spring 2023. The results of the survey will be shared with and jointly analyzed by SRVEA leadership and administrators in the Educational Services Department.

- Minimum of three (3) student support periods per week for thirty (30) minutes shall be provided.
- Grades 1-5 will administer screener assessments three (3) times throughout the school year - fall, winter and spring, according to the District's assessment calendar.
- Fall screener assessments will be administered in Grades 1-5 between August 11-19 and sites will follow the assessment day schedule. August 17 will remain a Wednesday Schedule.
- TK/K teachers will administer assessments three (3) times throughout the school year - fall, winter and spring, according to the District's assessment calendar.
- SRVEA Leadership/Representatives and District administrators will collaborate and consult on the assessments that will be used prior to the administration in Fall 2022.

2. Secondary Schools:

- Sites shall have the option of utilizing one of the following block schedules:
 - i. 2 days per week block
 - ii. 4 days per week block
 - iii. 5 days per week block
- Minimum of two (2) student support periods per week
- Late start Wednesday
- The length of the workday for employees teaching at a school with a block schedule including lunch, brunch, preparation time, recess, passing time, travel time between assignments, and time required before/after school is an average of seven (7) hours for ten days over the two week period.

3. Middle Schools:

- Exceed the state minimum requirements of 54,000 minutes per year
- Common start/end times 8:15A.M. - 2:45 P.M., except for the TRAFFIX sites.
- TRAFFIX sites include Los Cerros and Pine Valley and start/end times will be 8:00 A.M. - 2:30 P.M.

4. High Schools:

- Exceed the state minimum requirements of 64,800 minutes per year
- Both Regular days and Block days will start at 8:30 A.M. and end between 3:30 - 3:45 P.M.
- For 2022-2023, Period "B" will be offered at the end of the instructional day. The following process will be used to determine teaching assignments for "B" Period:
 - a. All bargaining unit members at the site will be given the opportunity to provide their teaching preferences including whether they would like to teach "B" Period.
 - b. Site administrators will work with Curriculum Leaders and individual bargaining unit members through a collaborative effort if there is still need after volunteers are assigned.
 - c. Following steps 'a' and 'b' above, site administrators may assign bargaining unit members to teach "B" period.
 - d. In the case of scheduling preference conflict with the assigned schedules, the first right of refusal will be given to the employee with the most seniority.
 - e. In the event a bargaining unit member does not agree with being assigned to teach "B" period, he/she may request a conference with the site administrator to discuss reasons for the assignment.

5. Special Education Transitions Program:

- Common start/end time 9:00 A.M. - 2:00 P.M.

6. The parties will meet no later than March 15, 2022, to review site bell schedules and ensure that all parameters of this MOU have been followed.

This MOU will expire in full and without precedent on June 30, 2023, unless extended or revoked by a mutual written agreement. The parties will reconvene to negotiate bell schedule provisions for 2023-24. All provisions of this MOU are subject to the grievance procedures up to and including binding arbitration.


For the Association:


Laura Finco
SRVEA President

Date


Melinda Daly
SRVEA Vice-President

Date


Dee Dee Judice
Co-Lead Negotiator

Date

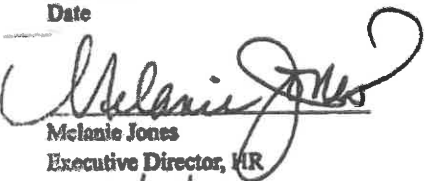

John Vespi
Co-Lead Negotiator

Date

For the District:


Keith Rogenski
Assistant Superintendent, HR

Date


Melanie Jones
Executive Director, HR

Date


Keri Van de Star
Director, HR

Date

APPENDIX E

San Ramon Valley Retired Employees Health Benefit Plan and Trust for SRVEA Members

**SAN RAMON VALLEY UNIFIED
SCHOOL DISTRICT**

RETIRED EMPLOYEES

BENEFIT PLAN AND TRUST

FOR

MEMBERS OF SAN RAMON

VALLEY EDUCATION

ASSOCIATION

EMPLOYEES

SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT
RETIRED EMPLOYEES
HEALTH BENEFIT PLAN AND TRUST
FOR MEMBERS OF SAN RAMON VALLEY
EDUCATION ASSOCIATION EMPLOYEES

(AMENDED AND RESTATED EFFECTIVE JULY 1, 2004)

The San Ramon Valley Teachers Association/CTA/NEA ("SRVEA") and the San Ramon Valley Unified School District ("District") adopted and established the San Ramon Valley Retired Employee Health and Welfare Benefit Fund ("Fund") in the 1991-1992 school year to provide health benefits to certain retired employees of the District who were members of the SRVEA bargaining unit. The parties hereby adopt this plan to administer the Fund effective July 1, 2004, except as otherwise indicated, and establish the "San Ramon Valley Retired Employees Health Benefit Plan and Trust for SRVEA Employees" (the "Plan").

The Plan is intended to be a governmental plan that is exempt from the provisions of the Employee Retirement Income Security Act of 1974 ("ERISA").

ARTICLE I – DEFINITIONS

1.1 "Agreements" means the agreements between SRVEA and the District, and any extensions, amendments, modifications, or renewals of the agreements, or any successor agreements that provide for participation in this Plan.

1.2 "Benefits" means the post-retirement health benefits paid to or on behalf of a Participant described in Article IV of this agreement.

1.3 "Board" means the Board of Directors of the Plan, appointed under Article V of this agreement.

1.4 "District" means the San Ramon Valley Unified School District.

1.5 "Director" means a member of the Board appointed pursuant to Section 5.1 of this agreement.

1.6 "Employee" means each member included in the employee unit at the time of his or her Retirement, as described in the Agreement.

1.7 "SRVEA" means San Ramon Valley Education Association.

1.8 "Participant" means an Employee who has satisfied the requirements in Section 4.1 to receive Benefits from the Plan.

1.9 "Plan" means the San Ramon Valley Retired Employees Health Benefit Plan and Trust for SRVEA Employees, as amended from time to time.

1.10 "Plan Year" means the period from January 1 to December 31.

1.11 "Retiree" is defined as an individual who retires from the District under the provisions required by STRS/PERS and is receiving retirement benefits from the California State Teachers Retirement System (STRS) or the California Public Employees Retirement System (PERS).

1.12 "Trust" means the trust fund created and established to hold the assets of the Plan.

ARTICLE II - PURPOSE OF THE PLAN AND TRUST

2.1 The Plan has been established for the sole purpose of providing Benefits to Participants and paying Plan expenses. Neither the District, SRVEA, nor any Employee, nor any other person shall have any right, title, or interest in the Plan or Trust other than as specifically provided in the Plan, and no part of the Trust shall revert to the District or SRVEA. The Plan shall not be liable for or subject to the debts, contracts, or liabilities of the District, SRVEA, or any Employee. No part of the Trust, nor any Benefits payable under the Plan, shall be subject to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, or charge by any person.

SRVEA Retired Employees Benefit Plan and Trust

Revised 7.05.05

2.2 Neither the District, SRVEA, nor any officer, agent, or employee of the District or SRVEA shall be under any liability to the Plan, except to the extent that contributions are required to be made to the Plan, or to the extent an individual may incur liability as a Director as a result of their own negligence. The liability of the District to the Plan shall be limited to the contributions required by the Agreement.

2.3 Neither the District, SRVEA, nor any Employee shall be liable or responsible for any debts, liabilities, or obligations of any kind or nature of the Plan, the Board or the Directors.

ARTICLE III - EMPLOYEE CONTRIBUTIONS TO THE PLAN

3.1 All Post-retirement Benefits shall be financed entirely by employee contributions to the trust.

3.2 The pre-funding rate is determined by an actuarial study, completed periodically in accordance with generally accepted accounting principles for state and local governments related to retiree benefits. The actuarial study defines the percentage of employee payroll necessary to fund the benefit promise. The salary schedule shall be adjusted each year by any changes in the pre-funding rate.

3.3 Contributions to the Plan shall be calculated mid May for the current fiscal year. This amount shall be based on the annualized salaries for SRVEA bargaining unit members as of the calculation date. See Appendix B for calculation. That amount shall be transferred from the General Fund into the "Retiree Employee Benefit Plan and Trust" for each individual employee group no later than June 30th of the current fiscal year.

ARTICLE IV - BENEFITS

4.1 The following unit members are eligible for retirement benefits if they fall under the definition of retiree as described in 1.11 and under the applicable agreement between the District and SRVEA that applies to the unit members eligibility for retirement benefits. This retirement benefit shall continue only for the lifetime of the retired bargaining unit member and shall not inure to their heirs, successors or assigns. The following conditions shall occur as a condition precedent for participation:

4.1.a. Employees hired prior to July 1, 1993, shall be eligible for post-retirement benefits regardless of the duration of their employment in the San Ramon Valley Unified School District.

4.1.b. Employees hired July 1, 1993, or later shall be eligible for retirement benefits after at least ten years of paid service in a bargaining unit position with the District immediately preceding STRS retirement or Pre-retirement Leave as provided in the SRVEA Agreement.

4.1.c. Employee has made the required timely election so to participate in the post-retirement benefit plan.

4.1.d. Employees termination or cease employment with the District irrespective of reason without satisfying all of the requirements for Retirement shall not be entitled to Benefits.

4.2 In 2002-03, the retiree health and welfare benefits for all unit members shall be \$182.00 per month. This amount shall be increased annually on July 1 by an amount equal to the percentage increase to the consumer price index for all urban consumers for San Francisco-Oakland or its equivalent. The actual Benefit amount shall be set forth in Appendix A of this Plan and adjusted for CPI each year.

4.3 The Trust contribution may be applied toward medical, dental, vision or life insurance coverage as permitted by each carrier. The Retiree must make adequate arrangements for reimbursement to the Trust for monthly premium amounts exceeding the Trust contribution.

ARTICLE V - BOARD OF DIRECTORS

5.1 The Plan shall be administered by a Board of Directors which shall consist of five Directors. Two Directors shall be appointed by written designation by the District and shall represent Human Resources and Business Services. Two Directors shall be appointed by written designation by SRVEA and one Director shall be jointly appointed by SRVEA and the District.

5.2 The Directors shall select two Co-Chairs of the Board to serve for a term of two years or any other period the Directors shall determine.

5.3 Each Director shall serve a term limit of five (5) years and may be reappointed by the District or SRVEA.

5.4 A Director may resign at any time by serving a 30-day written notice of such resignation, upon the Co-Chairs of the Board.

5.5 Any Director may be removed from the office at any time for any reason by an instrument in writing signed by the Director's appointing organization and served on the Director concerned and the Co-Chairs of the Board. If one Co-Chair is removed, the notice will be served on the other Co-Chair of the Board.

5.6 If any Director dies, resigns, or is removed from office, a successor Director shall be promptly designated in writing by the organization appointing the Director.

5.7 No vacancy or vacancies in the offices of the directors shall impair the power of the remaining Directors to administer the Plan.

5.8 The Directors shall not be compensated for their services by the Plan. Actual expenses incurred in connection with the performance of their official duties as Directors, as authorized by the Board will be reimbursed by the appointing organization.

ARTICLE VI - POWERS AND DUTIES OF THE BOARD OF DIRECTORS

6.1 The Board shall have the power and duty to administer the Plan and Trust.

6.2 The Board shall enter into an agreement with a custodian or custodians for the purpose of receiving, holding, and disbursing the assets of the Plan.

6.3 The Board shall have power to demand and enforce the prompt payment of contributions to the Plan and delinquent payments and interest as provided in Section 3.3. If the Board files any suit or claim with respect to delinquent contributions, the Board and/or Plan shall be entitled to recover reasonable attorneys' fees, court costs, and all other reasonable expenses for the collection action if it is adjudged to be the prevailing party. This attorney fee provision shall not apply to any suit or claim as against the District.

6.4 The Board shall have the power and authority:

- 6.4.a. To pay or provide for the payment of all reasonable and necessary expenses of the Plan.
- 6.4.b. To pay Benefits in accordance with the terms of the Plan.
- 6.4.c. To establish and accumulate such reserve funds as the Board, in its sole discretion, deems necessary and desirable for the proper operation of the Plan.
- 6.4.d. To pay or provide for the payment of premiums on the contracts of policies of insurance or fees on service provider agreements entered into by the Board on behalf of the Plan.
- 6.4.e. To compromise, settle, or release claims or demands in favor of or against the fund on such terms and conditions as the Board may deem desirable subject to the requirements of the Plan.
- 6.4.f. To adopt rules and regulations for the administration of the Plan which are not inconsistent with the terms of the Plan.
- 6.4.g. The power and authority, in its sole discretion, to invest and reinvest funds that are not necessary for current expenditures or liquid reserves, as it may from time to time determine, in legal investments per Government Code Section 53601. The Board may sell, exchange, or otherwise dispose of such investments at any time and from time to time.

6.4.h. The authority, in its discretion, to allocate to a committee any duties and responsibilities to invest and reinvest such Plan assets as it shall specify in such allocation.

6.4.i. The power and authority to appoint one or more investment managers who shall be responsible for the management, acquisition, disposition, investing, and reinvesting of such of the assets of the Plan as the Board shall specify. Any such appointment may be terminated for any reason, at any time by the Board, upon written notice. The fees of such investment manager, to the extent permitted by law, shall be paid out of the Trust.

6.4.j. The authority to adopt appropriate investment policies or guidelines.

6.4.k. The authority and discretion to construe and interpret the terms of the Plan.

6.5 The Board may allocate fiduciary responsibilities and various administrative duties to committees or subcommittees of the Board, and it may delegate such responsibilities and duties to other individuals as it may deem appropriate or necessary in its sole discretion.

6.6 The Board may employ or contract for the services of an individual, firm, or corporation, to be known as the "Plan Manager," who shall, under the direction of the Board or under the direction of any appropriate committee of the Board, administer the Plan, coordinate and administer the accounting, bookkeeping, and clerical services, prepare all necessary reports and other documents and perform such other duties and furnish such other services as may be assigned, delegated, or directed or as may be contracted by or on behalf of the Board. The Plan Manager shall be the custodian of all documents and other records of the Board.

6.7 The Directors and employees of the District and/or the Trust who handle the assets of the Plan shall be bonded in such amounts as the Board deems reasonable, in compliance with any applicable state law. The cost of such bonds shall be paid for by the Plan.

6.8 The Directors shall obtain insurance, to the extent permitted by law, in amounts so determined by the Directors, to insure themselves, the Plan, the District or agents of the Directors and of the Plan, (1) with respect to liability as a result of acts, errors, or omissions of such Director or Directors, employees or agents, (2) with respect to injuries received or property damage suffered by them; and, (3) dishonest acts, including theft and embezzlement. The cost of the premiums for such policies of insurance shall be paid for by the Plan. The minimum amount of insurance coverage, however, shall not be less than \$ _____ per occurrence. Said insurance shall remain in place during the entirety of the Plan.

6.9 The Board shall be entitled, at any time, to have judicial settlement of its accounts and to seek judicial protection by any action or proceeding it determines necessary and, further, to obtain a judicial determination or declaratory judgment as to any question of construction the Plan or for instructions as to any action thereunder and as to any question relating to the discharge of its duties and obligations under the Plan. Any such determination, decision, or judgment shall be binding upon all parties to, or claiming under, this Plan.

6.10 The Board shall maintain or have maintained suitable and adequate records of and for the administration of the Plan. The Board may require the District, any Employee, or any other beneficiary under the Plan to submit any information reasonably relevant to the Plan's administration. Upon request in writing from the Board, the District will permit a certified public accountant selected by the Board to enter upon the premises of the District during business hours, at reasonable time or times, and to examine any copy such public books, records, papers, or reports of such District as may be necessary to determine whether the District is making full and prompt payment of all sums required to be paid by it to the Plan. Furthermore, the Board shall subject the Plan to the regular annual audit of the District consistent with generally accepted auditing principles for governmental agencies. Any District expense or cost so to assist or participate in the audit shall be paid for, if so requested by the District, by the Plan.

ARTICLE VII - PROCEDURE OF BOARD OF DIRECTORS

7.1 The Board shall hold at least one meeting each Plan Year and may hold other meetings at its discretion. Either Co-Chair, or any two members of the Board, may call a special meeting of the Board by giving written notice to all Directors of the time and place of such meeting at least 7 days before the date set for the meeting.

7.2 The Board shall appoint a secretary and additional assistants, if necessary, who shall keep minutes or records of all meetings, proceedings, and acts of the Board.

7.3 A quorum shall consist of three Directors, including at least one appointed by SRVEA and one appointed by the District.

7.4 The Board shall not take any action or make any decisions on any matter coming before it or presented to it for consideration or exercise any power or right given or reserved to it or conferred upon it by this Plan except upon the vote of the Directors at a meeting of the Board duly called or except by the signed concurrence of all Directors without a meeting, as provided in Section 7.6.

7.5 All fiscal decisions require an affirmative vote from four Directors to pass. All other decisions may be passed by a simple majority vote.

7.6 Upon any matter that may properly come before the Board, the Board may act without a meeting provided such action has the written concurrence of all the Directors.

ARTICLE VIII - GENERAL PROVISIONS APPLICABLE TO DIRECTORS

8.1 The duties, responsibilities and liabilities of any Director under the Plan shall be determined solely by the express provisions of the Plan, and no further duties, responsibilities or liabilities shall be implied or imposed.

8.2 The Directors, to the extent permitted by applicable law, shall incur no liability in acting upon any paper or document believed by them to be genuine and to contain a true statement of facts and to be signed by the proper person. Any Director, to the extent permitted by applicable law, may rely upon any instrument in writing purporting to have been signed by a majority of the Directors as conclusive evidence of the fact that a majority of the Directors have taken the action stated to have been taken in such instrument.

8.3 Neither the District nor SRVEA shall be liable in any way for any of the obligations, acts, or omissions of a Director merely because the Director is in any way associated with the District or SRVEA.

8.4 The name of the Plan may be used to designate the Directors collectively, and all instruments may be executed by the Board in the name of the Plan, by signature of the one Director appointed by SRVEA and one Director appointed by the District who are authorized to sign various documents and instruments under Article VI.

8.5 In the event any question or dispute shall arise as to the proper person or persons to whom any payments shall be made under the Plan, the Board may withhold payment pending an adjudication of the question or dispute, satisfactory to the Board, or until the Board has been fully protected against loss by means of such indemnification agreement or bond as the Board, in its sole judgment, determines to be adequate.

ARTICLE IX - ARBITRATION

9.1 In the event that the directors deadlock or fail to take action on any matter arising in connection with the administration of the Plan, the Directors shall, within ten days after a written request is served upon the Co-Chair by any Director, agree upon a neutral person to serve as an arbitrator to decide the dispute. An arbitrator shall be chosen from a list of five arbitrators from the American Arbitration Association or comparable group. The District and the SRVEA Directors shall each alternatively strike one name until four names have been eliminated, and the person whose name remains shall be the arbitrator.

9.2 The decision of the arbitrator shall be final and binding upon the Directors, the parties, the Employees and beneficiaries of the Plan. In making his or her decision, the arbitrator shall be bound by the provisions of the Plan and shall have no authority to alter or amend the terms of any thereof.

9.3 In the event the Directors are unable to agree on an arbitrator within 30 days, either the District or SRVEA Directors may petition the Superior Court for the State of California, County of Contra Costa, for appointment of an arbitrator, as provided in California Code of Civil Procedure, Section 128.1 *et seq.*

9.4 The reasonable expenses of any such arbitration, including any necessary court proceedings to secure the appointment of an arbitrator or the enforcement of the arbitration award (excluding

the fees and expenses of witnesses who are not employees of the District, called by the parties and the cost of any attorneys other than the attorneys for the Plan), shall be a proper charge against the Trust. No expenses shall be deemed reasonable under this section unless approved by the Board.

ARTICLE X - GENERAL PROVISIONS

10.1 The rights and duties of all parties, including the District and SRVEA Employees and Directors, shall be governed by the provisions of the Plan.

10.2 No employee or other beneficiary shall have any right or claim to benefits under the Plan except as specified herein. The Directors shall establish and maintain a reasonable claims procedure concerning claims for Benefits. To the extent that health benefits are provided or administered by an insurance company, or other similar organization, which is subject to regulation under the insurance laws of one or more states, any dispute as to eligibility, type, amount, or duration of benefit shall be resolved by the appropriate insurance carrier or other organization under and pursuant to the policy or contract, and the employee or other beneficiary shall have no right or claim with respect thereto against the Plan or any of the Directors. Neither the District, SRVEA nor any of the Directors shall be liable for the failure or omission for any reason to pay Benefits under the Plan.

10.3 If any provision of the Plan, the rules and regulations made pursuant thereto, or any step in the administration of the Plan is held to be illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining portions of the Plan unless such illegality or invalidity prevents, or in substantial degree unfavorably affects, accomplishment of the objectives and purposes of the Plan.

10.4 Except to the extent necessary for the proper administration of the Plan or as required under one or both Agreements, all books, records, papers, reports, documents, or other information obtained with respect to the fund or the Plan shall be confidential and shall not be made public or used for any other purpose than the information of an action by the Board. Nothing in this section shall prohibit the preparation and publication of statistical data and summary reports with respect to the operations of the Plan.

ARTICLE XI - DUAL ENTITLEMENTS

11.1 Notwithstanding any other provision of the Plan, the following provisions shall apply in the case of a couple in which one Spouse or Domestic Partner is an eligible Employee under the Plan, and the other Spouse or Domestic Partner is either an eligible Employee under this Plan or an employee of the District who is entitled to retiree health benefits under another Plan to which the District contributes, or pursuant to a contract with the District.

11.2 If each Spouse or Domestic Partner is an eligible Employee each Employee is eligible for participation in the Plan as defined by Article IV.

11.3 If one Spouse or Domestic Partner is an eligible Employee and one Spouse or Domestic Partner is entitled to retiree health coverage under another Plan to which the District contributes, each Employee is eligible for participation under the their Plan as defined by the Trust Agreement under which that employee is covered.

11.4 If one Spouse or Domestic Partner is an eligible employee and one Spouse or Domestic Partner is currently under contract with the District:

11.4.a. The eligible Employee is entitled to participate in their Plan as defined by the Trust Agreement under which that employee is covered.

11.4.b. If, upon STRS/PERS retirement from the District, the Spouse or Domestic Partner is eligible, he/she shall be entitled to participate in their Plan as defined by the Trust Agreement under which that employee is covered.

ARTICLE XII - AMENDMENT, MERGER AND TERMINATION

12.1 The provisions of the Plan may be amended or modified from time to time by the by resolution of the Board.

12.2 If the Plan is terminated, all assets of the Plan remaining after all administrative expenses have been paid will be used for the benefit of SRVEA Employees, regular and retired, in a manner determined by the Board.

ARTICLE XIII-SEVERALABILITY AND WAIVIER

13.1 Should any provision in this Agreement be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect.

13.2 None of the provisions of this Agreement shall be considered waived by either party unless such waiver is specifically specified in writing.

ARTICLE XIV-INDEPENDENT ADVICE OF COUNSEL AND INTEGRATION

14.1 Each and every party to this Agreement has secured their own independent review of this Agreement, its terms and conditions, by their own counsel and tax consultants. The execution of this Agreement does NOT create any reliance or duty by any attorney or consultant except as to their retained client. Each party to this Agreement has used its own independent judgment as to its validity, meaning and legality.

14.2 This document sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. There are no covenants, promises or obligations between the parties either in oral or in writing outside this fully integrated Agreement. This Agreement may be modified only as provided in this Agreement.

EXECUTED on _____

**SAN RAMON VALLEY RETIRED EMPLOYEE BENEFIT PLAN AND TRUST
FOR
SRVEA EMPLOYEES**

(Signed)

SRVEA Director

NAME

(Signed)

SRVEA Director

NAME

(Signed)

SRVEA Director

NAME

(Signed)

DISTRICT Director

NAME

(Signed)

DISTRICT Director

NAME

DATE

**SAN RAMON VALLEY RETIRED EMPLOYEE BENEFIT PLAN AND TRUST
FOR
SRVEA EMPLOYEES**

APPENDIX A

During the 2004-2005 school year the amount is \$192.00 per month.

**SAN RAMON VALLEY RETIRED EMPLOYEE BENEFIT PLAN AND TRUST
FOR
NON-MANAGEMENT CERTIFICATED EMPLOYEES**

APPENDIX B

Retiree Benefit Transfer Process

